

**AGENDA**  
**General Policy Committee Meeting**  
**June 11, 2025**  
**9:00 AM**

**Location**

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

***General Policy Committee Membership***

**Chair – Vice President**

Rick Denison, Council Member  
*Town of Yucca Valley*

**President**

Ray Marquez, Council Member  
*City of Chino Hills*

**Past President**

Dawn Rowe, Supervisor  
*County of San Bernardino*

**West Valley Representatives**

John Dutrey, Mayor  
*City of Montclair*

Alan Wapner, Mayor Pro Tem  
*City of Ontario*

Jesse Armendarez, Supervisor  
*County of San Bernardino*

**Mt./Desert Representatives**

Debra Jones, Council Member  
*City of Victorville*

Art Bishop, Mayor Pro Tem  
*Town of Apple Valley*

**East Valley Representatives**

Frank Navarro, Mayor  
*City of Colton*

Larry McCallon, Mayor Pro Tem  
*City of Highland*

Helen Tran, Mayor  
*City of San Bernardino*

Joe Baca, Jr., Supervisor  
*County of San Bernardino*

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

**AGENDA**

**General Policy Committee Meeting**

**June 11, 2025**

**9:00 AM**

**Location**

**SBCTA**

**First Floor Lobby Board Room**

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

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

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

**CALL TO ORDER**

(Meeting Chaired by Rick Denison)

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

**Public Comment**

**Brief Comments from the General Public**

**Note: Public Comment on items listed on this agenda will be allowed only during this committee meeting. No public comment will be allowed on committee items placed on the Consent Agenda at the Board of Directors meeting. If an item has substantially changed after consideration during the committee meeting, the item will be placed on Discussion for Board and public comment will be allowed.**

## **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. 11

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. April 2025 Procurement Report**

Pg. 12

Receive the April 2025 Procurement Report.

**Presenter: Alicia Bullock**

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

## **DISCUSSION ITEMS**

### **Discussion - Administrative Matters**

#### **3. Revise Policy No. 10102 - Conflict of Interest Code**

Pg. 19

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

A. Adopt revisions to Policy No. 10102, Conflict of Interest Code, to include post-service participation restrictions, as reflected in the attachment to this agenda item.

B. Adopt revisions to Appendix A to Policy No. 10102, Conflict of Interest Code, to update designated positions and disclosure categories, as reflected in the attachment to this agenda item.

C. Direct the SBCTA Clerk of the Board to submit the adopted Policy No. 10102 and Appendix A to the San Bernardino County Board of Supervisors for approval.

**Presenter: Marleana Roman**

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

#### **4. Fiscal Year 2024/2025 Budget Action Plan - Fourth Quarter Report**

Pg. 30

Receive the Fiscal Year 2024/2025 Budget Action Plan – Fourth Quarter Report.

**Presenter: Raymond Wolfe**

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

**5. Resolution No. 25-074 Authorizing Placement of Assessments on the Tax Roll and Agreement for Collection of Special Taxes Related to the Property Assessed Clean Energy Program** Pg. 43

That the General Policy Committee recommend the Board, acting as the San Bernardino Council of Governments:

A. Approve Resolution No. 25-074, authorizing the placement of assessments related to the Property Assessed Clean Energy Program on the tax roll for Fiscal Year 2025/2026.

B. Approve Agreement No. 25-1003326 with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, authorizing the Collection of Special Taxes, Fees, and Assessments.

**Presenter: Lisa Lazzar**

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

**6. Purchase and Sale Agreement No. 25-1003325 for Property Assessed Clean Energy Assessment Receivables with FNA California, LLC** Pg. 51

That the General Policy Committee recommend the Board, acting as the San Bernardino Council of Governments:

A. Approve Purchase and Sale Agreement No. 25-1003325 with FNA California, LLC, to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2018-2019 through 2024-2025 tax years, and authorize the Executive Director, or his designee, with the approval of General Counsel or her designee as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

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

**Presenter: Lisa Lazzar**

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

**Discussion - Air Quality/Traveler Services**

**7. Award Contract No. 25-1003218 for Freeway Service Patrol Services - Beat No. 11/29** Pg. 84

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

A. Award Contract No. 25-1003218 to Royal Coaches Auto Body and Towing, Inc., for Freeway Service Patrol (FSP) services along Beat No. 11/29 from April 1, 2026, through March 31, 2031, for a not-to-exceed amount of \$2,569,215, to be funded with State FSP Funds.

B. Approve a contract contingency for a not-to-exceed amount of \$743,350 for Contract No. 25-1003218 for Construction FSP services and authorize the Executive Director, or his designee, to release contingency as necessary.

**Presenter: Rana Semaan**

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

## **Discussion - Regional/Subregional Planning**

### **8. Mobile Source Air Pollution Reduction Review Committee Clean Transportation Funding – Fiscal Year 2024/2025 Project Nomination List Submittal** Pg. 135

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

Approve submittal of the following priority project nomination list for Fiscal Year 2024/2025 Mobile Source Air Pollution Reduction Review Committee Clean Transportation Funding:

1. \$3,000,000 to the Highland/Redlands Regional Connector Project.
2. \$1,000,000 to support free fare transit service for San Bernardino County operators during the 2028 Olympic and Paralympic Games.
3. \$750,000 to Regional Rideshare Integration and Enhancement Project.

**Presenter: Dulce Spencer**

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

## **Discussion - Transit**

### **9. Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026** Pg. 150

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

A. Approve revisions to Policy No. 31602, SBCTA Real Property, to clarify payment of complex review fees and to authorize the Executive Director to write off uncollected fees up to \$2,500.

B. Conduct a public hearing, pursuant to Government Code Section 66018, to consider approving an increase of fees charged for application, amendment, appeal, engineering review, complex review, and annual administration fees.

C. Adopt Resolution No. 25-064, establishing the schedule of fees collected under Policy No. 31602, SBCTA Real Property, for grants of use of SBCTA real property.

**Presenter: Ryan Aschenbrenner**

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

## **Discussion - Council of Governments**

### **10. Federal Compliance Update** Pg. 178

That the General Policy Committee recommend the Board, acting as the San Bernardino Council of Governments (SBCOG):

A. Receive a report on discussions with the SBCOG Ad Hoc Committee regarding recent Federal mandates.

B. Direct staff to update program and document information to avoid conflict with recent Federal mandates.

**Presenter: Monique Reza-Arellano**

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

## **11. Smart County Master Plan Update**

Pg. 180

Receive a status update on the Smart County Master Plan and the path forward for initiating implementation.

**Presenter: Monique Reza-Arellano**

**This item was reviewed by the City/County Manager's Technical Advisory Committee on June 5, 2025.**

## **Discussion - Transportation Programming and Fund Administration**

### **12. Measure I 2025 Population Estimates**

Pg. 182

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

Adopt the 2025 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Projects Program and Transportation Development Act funds, and in the apportionment of shares of certain State and Federal funds.

**Presenter: Marc Lucius**

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

### **13. San Bernardino County Transportation Authority Federal Fiscal Year 2026/2027 and 2027/2028 Congestion Mitigation and Air Quality and Surface Transportation Block Grant Program Project Nomination List**

Pg. 192

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

Approve the Federal Fiscal Year (FY) 2026/2027 and FY 2027/2028 Congestion Mitigation and Air Quality and Surface Transportation Block Grant Program Project Nomination List for the Southern California Association of Governments Call for Projects.

**Presenter: Jamie Carone**

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

## **Comments from Board Members**

**Brief Comments from Board Members**

## **ADJOURNMENT**

## **Additional Information**

Attendance

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Acronym List

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Mission Statement

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**The committee will go dark in July.**

**The next General Policy Committee meeting is scheduled for August 13, 2025.**

## **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. A designated area is reserved with a microphone that is ADA accessible for public speaking. A designated section is available for wheelchairs in the west side of the boardroom gallery. 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 the office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

Service animals are permitted on SBCTA's premises. The ADA defines service animals as dogs or miniature horses that are individually trained to do work or perform tasks for people with disabilities. Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work, or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Accesibilidad y asistencia en otros idiomas** - Las personas con discapacidad pueden acceder a la sala de reuniones. Se reserva una zona designada con un micrófono accesible que cumple con los requisitos de la ADA para hablar en público. Una sección designada está disponible para sillas de ruedas en el lado oeste de la galería de la sala de reuniones. Si se necesitan dispositivos de ayuda auditiva, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben presentarse al Secretario de la Junta al menos tres (3) días hábiles antes de la fecha de la reunión de la Junta. Puede comunicarse con el Secretario llamando al (909) 884-8276 o enviando un correo electrónico a [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com). La oficina se encuentra en 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

Los animales de servicio están permitidos en las instalaciones de SBCTA. La ADA define a los animales de servicio como perros o caballos miniatura que son entrenados individualmente para hacer trabajo o realizar tareas para personas con discapacidades. Según la ADA, los animales de servicio deben tener un arnés o ser atados, a menos que estos dispositivos interfieran con el trabajo del animal de servicio, o que la discapacidad de la persona impida el uso de estos dispositivos. En ese caso, la persona debe mantener el control del animal a través de su voz, señales u otros controles efectivos.

**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 2:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Written information received after the 2:00 pm deadline will not be distributed. 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*

## ***Minute Action***

### AGENDA ITEM: 1

***Date:*** June 11, 2025

***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 \$500 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>
6	25-1003325	FNA California, LLC <i>John Eisinger, CEO</i>	None
7	25-1003218	Royal Coaches Auto Body and Towing, Inc. <i>William Salazar</i>	None

***Financial Impact:***

This item has no direct impact on the budget.

***Reviewed By:***

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

***Responsible Staff:***

Carrie Schindler, Deputy Executive Director

Approved  
General Policy Committee  
Date: June 11, 2025  
Witnessed By:

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

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** June 11, 2025

***Subject:***

April 2025 Procurement Report

***Recommendation:***

Receive the April 2025 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 April 2, 2025. 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:

- Two new contracts were executed.
- One contract amendment was executed.
- One CTO was executed.
- Four CTO amendments were executed.
- No contingency amendments were executed.
- Three purchase orders were executed.
- One purchase order amendment was executed.
- No IFBs/RFPs were released.

Below is a summary of the actions taken by CityCom:

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

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

## General Policy Committee Agenda Item

June 11, 2025

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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 April 2025 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all of CityCom's contracts and purchase orders are presented in Attachment C.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

***Reviewed By:***

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

***Responsible Staff:***

Alicia Bullock, Procurement Manager

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Approved  
General Policy Committee  
Date: June 11, 2025

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

**Attachment A - 1**  
**April 2025 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*
Contract	25-1003290		Staples Contract & Commercial, LLC.	Local Agency Contract Exchange Participating Agreement for Office Supplies.	\$ 70,000.00	\$ -	\$ -	\$ 70,000.00	N/A
Contract	25-1003280		City of Needles	Memorandum of Understanding for Early Acceptance in anticipation of San Bernardino Regional Housing Trust Joint Powers Authority establishment.	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	N/A
Contract Amendment	20-1002384	4	California Advisors, LLC.	Assignment and assumption to Seaside Advocacy, LLC for State Advocacy Services.	\$ 154,000.00	\$ 436,000.00	\$ -	\$ 590,000.00	N/A
CTO	25-1003259	1	Overland, Pacific and Cutler a Transystems Company	To provide Right-of-Way Services for the Interstate 10 Corridor Contract 2 Project.	\$ 148,194.03	\$ -		\$ -	\$8,000,000.00 (available \$7,851,805.97)
CTO Amendment	23-1002832	6.1	Gafcon, Inc.	On-Call Labor Compliance for I-10 Express Lanes Operations and Maintenance with Transcore.	\$ 70,000.00	\$ -	\$ 15,351.84	\$ 85,354.84	\$500,000.00 (available \$16,758.16)
CTO Amendment	23-1002995	8.1	Costin Public Outreach Group	On-going Public Outreach Support for Construction of I-10 Cedar Avenue Interchange.	\$ 55,060.00	\$ -	\$ 135,120.00	\$ 190,180.00	\$5,000,000.00 (available \$2,077,320.00)
CTO Amendment	22-1002705	2.1	Kleinfelder Construction Services, Inc.	Plant Establishment and Closeout Activities for I-215 University Parkway Interchange.	\$ 2,180,479.83	\$ -	\$ -	\$ 2,180,479.83	\$5,000,000.00 (available \$1,957,590.57)
CTO Amendment	24-1003130	17.1	MNS Engineers, Inc.	Update the Scope of Work (SOW) to reflect adjustments to the project location and SOW being performed by SBCTA's Consultant on behalf of the City of Ontario for REAP 2.0 Affordable Housing and Complete Streets Improvements.	\$ 737,000.00	\$ -	\$ -	\$ 737,000.00	\$23,281,950.00 (available \$9,007,862.74)

Attachment: April 2025 Procurement Report - PDF (11138 : April 2025 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  
April 2025 Contingency Released Actions

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

## Attachment A - 3

## April 2025 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
New PO	4002599	2/27/2025	INTELLI-TECH	Annual renewal for the Virtual Machine Infrastructure (VMWare).	\$ 36,480.00	\$ -	\$ -	\$ 36,480.00
New PO	4002607	4/21/2025	CDW Government LLC.	Cisco Duo Annual Renewal for the Two-Factor Authentication service.	\$ 4,043.25	\$ -	\$ -	\$ 4,043.25
New PO	4002608	4/24/2025	Vertical Cell Tower	Disposal of Call Box Components in 2 Storage Units.	\$ 4,740.00	\$ -	\$ -	\$ 4,740.00
PO Amendment	4002268	5/26/2025	Neogov	Neogov Software Annual Renewal. Platform used for various Human Resource purposes.	\$ 14,493.24	\$ 83,269.85	\$ 78,044.97	\$ 175,808.06

**Attachment B**  
**April 2025 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

## April 2025 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA51501	Schindler Elevator Corporation	Annual lobby elevator, state testing and permit.	\$ 2,975.36
PO SBCTA51502	Schindler Elevator Corporation	Second-floor wheelchair lift, testing and repairs.	\$ 3,267.79
PO SBCTA51503	Weatherite Corp.	Replace two new motors for HVAC, part of Capital Improvement Project.	\$ 3,820.00

## ***Minute Action***

### AGENDA ITEM: 3

***Date:*** June 11, 2025

***Subject:***

Revise Policy No. 10102 - Conflict of Interest Code

***Recommendation:***

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

- A. Adopt revisions to Policy No. 10102, Conflict of Interest Code, to include post-service participation restrictions, as reflected in the attachment to this agenda item.
- B. Adopt revisions to Appendix A to Policy No. 10102, Conflict of Interest Code, to update designated positions and disclosure categories, as reflected in the attachment to this agenda item.
- C. Direct the SBCTA Clerk of the Board to submit the adopted Policy No. 10102 and Appendix A to the San Bernardino County Board of Supervisors for approval.

***Background:***

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

In order to ensure the agency’s designated positions and disclosure categories are reflective of the current organization and ability to affect economic interests, the Act requires agencies to review their conflict of interest codes at least biennially. As the filing officer, the SBCTA Clerk of the Board coordinates the biennial review, which shall be completed by September 1<sup>st</sup> of every even-numbered year. Even though this was completed in July 2024, there have been staff and organizational changes since that time. Staff has reviewed Policy No. 10102, Conflict of Interest Code, and recommends amendments to Appendix A, which lists designated positions that make or participate in the making of decisions which may foreseeably have a material effect on private financial interests, to include additional positions. The amended Appendix A, as recommended by staff, is attached to this agenda item. Staff also recommends adding a provision regarding post-service participation restrictions to Policy No. 10102, as reflected in the attachment to this agenda item.

The Act provides that where a multi-jurisdictional governmental agency is wholly within a county, the County Board of Supervisors is the code reviewing body for that agency. Accordingly, after the SBCTA Board reviews and adopts Policy No. 10102, Conflict of Interest Code, and its Appendix A, it must be submitted to the San Bernardino County Board of Supervisors for their review. Once SBCTA’s Conflict of Interest Code is approved by the County Board of Supervisors, it is deemed effective.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

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

General Policy Committee Agenda Item  
June 11, 2025  
Page 2

***Reviewed By:***

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

***Responsible Staff:***

Marleana Roman, Clerk of the Board

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Approved  
General Policy Committee  
Date: June 11, 2025  
Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

San Bernardino County Transportation Authority/ <u>San Bernardino Council of Governments</u>	Policy	10102
Adopted by the Board of Directors Sept. 2, 1992	Revised	<u>07/03/2024</u> <u>07/02/2025</u>
<b>Conflict of Interest Code and Post-Service Participation Restrictions Policy</b>	Revision No.	<del>4</del> <u>6</u> <u>17</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.**

#### Table of Contents

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

## I. PURPOSE

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) adopted a regulation, Title 2 Calif. Code of Regulations (CCR) Section 18730, which contains terms of a standard conflict of interest code, which can be incorporated by reference into a local agency's conflict of interest code, and which may be amended by the ~~Fair Political Practices Commission~~ to conform to amendments in the Political Reform Act after public notice and hearings. This policy also sets forth agency policy regarding post-service participation restrictions (2 CCR Section 18741.1 et seq.).

## II. ~~POLICY~~CONFLICT OF INTEREST

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

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

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

## III. ~~POST-SERVICE PARTICIPATION RESTRICTIONS~~

No employee, official, or consultant who holds a position which entails the making, or participation in the making, of decisions which may foreseeably have a material effect on any financial interest, for a period of one year after leaving office or employment, shall, for compensation, act as agent or attorney for, or otherwise represent, any other person, by making any formal or informal appearance before, or by making any oral or written communication to, the Board or any committee or subcommittee thereof, any member of the Board, or any employee, if the appearance or communication is made for the purpose of influencing administrative or Board action, or influencing any action or proceeding involving the issuance, amendment, awarding or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property.

## IIIV. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Amended Conflict of Interest Code for SANBAG approved.	09/02/92
1	Modifications to Appendix A and Appendix B approved.	02/05/97
2	Amendment to Appendix A approved by SANBAG Board of Directors.	04/05/00
3	Appendix A: Removed Advanced Transportation Development Manager	01/10/07
4	Par. I: Added paragraph heading PURPOSE. Par. II: Added paragraph heading POLICY; amended the first paragraph and added two new paragraphs that replace the existing text.	06/03/09

	Appendix A: Added Construction Manager, Contracts/Controls Manager, and Project Delivery Manager; changed category designation for Board of Directors (City designees, Executive Director, and Chief Financial Officer from Category 2 to Category 1; added clarification that Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the Board of Supervisors, not SANBAG; and revised the descriptions for Category 1 and Category 2.	
5	Appendix A: Added Director of Programming, Chief of Planning, Chief of Programming, Chief of Transit & Rail Programs, Human Resources & Information Services Administrator, and Procurement/Risk Management/Contracts Administrator. Changed the following titles: Director of Freeway Construction to Director of Project Delivery, Director on Intergovernmental & Legislative Affairs to Director of Legislative Affairs, Director of Planning/Programming to Director of Planning, and Director of Air Quality/Mobility Programs to Chief of Air Quality/Mobility Programs. Removed the Contracts/Controls Manager.	06/30/12
6	Appendix A: Added General Counsel – missed in Rev. 5. Corrected titles for Director and Chief of Fund Administration and Programming.	08/06/12
7	Amended Purpose, Policy, and Appendix A per BOD 12/3/14 (Agenda item 10)	12/03/14
8	Amended Purpose, Policy, and Appendix A per BOD 1/6/16 (Agenda item 7)	01/06/16
9	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
10	Amendment to Appendix A approved by SBCTA Board of Directors 7/11/18 (Agenda item 5)	07/11/18
11	Appendix A: Revised category for Chief of Fiscal Resources and added Corridor Manager. Approved by the Board on June 5, 2019, Agenda Item 24.	06/05/19
12	Amendment to Appendix A approved by SBCTA Board of Directors 6/3/2020	6/3/2020
13	Appendix A: Revised footnote regarding when consultants are required to file Form 700. Approved by the Board on March 3, 2021, Agenda Item 38.	03/03/21
14	Appendix A: Revised job titles and provision defining which consultants are required to file a Form 700	02/02/2022
15	Appendix A: Updates to job titles. Approved by the Board on September 7, 2022, Agenda Item 6.	09/07/2022
16	Appendix A: Updates to job titles. Approved by the Board on July 3, 2024. Agenda Item 12	07/03/2024
17	<u>Appendix A: Updates to job titles and add section for Post-Service Participation policy. Approved by the Board on July XX, 2025. Agenda Item XX.</u>	<u>07/02/2025</u>

**Conflict of Interest Code – Designated  
PositionsEmployees**

Policy

10102 Appendix A

	<b>Designated PositionsEmployees</b>	<b>Categories</b>
1.	Accounting Manager	1
2.	Accounting Supervisor	2
3.	Assistant General Counsel	2
<del>4.</del>	<del>Assistant Project Delivery Manager</del>	<del>2</del>
<del>4.5.</del>	<del>Board of Directors (County designees)*</del>	<del>1</del>
<del>5.6.</del>	<del>Board of Directors (City designees)</del>	<del>1</del>
<del>6.7.</del>	<del>Board of Directors Alternates (City designees)</del>	<del>1</del>
<del>7.8.</del>	<del>Board of Directors Ex Officio Alternate Member</del>	<del>1</del>
<del>8.9.</del>	<del>Board of Directors Ex Officio Member</del>	<del>1</del>
<del>9.10.</del>	<del>Chief Financial Officer</del>	<del>1</del>
<del>10.11.</del>	<del>Chief of Air Quality/Mobility Programs</del>	<del>2</del>
<del>11.</del>	<del>Chief of Council of Governments and Equity Programs</del>	<del>2</del>
<del>12.</del>	<del>Chief of Express Lanes</del>	<del>2</del>
<del>13.12.</del>	<del>Chief of Fiscal Resources</del>	<del>1</del>
<del>14.13.</del>	<del>Chief of Fund Administration</del>	<del>2</del>
<del>15.14.</del>	<del>Chief of Information Technology</del>	<del>2</del>
<del>16.15.</del>	<del>Chief of Legislative and Public Affairs</del>	<del>2</del>
<del>17.16.</del>	<del>Chief of Project Controls</del>	<del>2</del>
<del>18.17.</del>	<del>Clerk of the Board/Administrative Manager</del>	<del>2</del>
<del>19.18.</del>	<del>Construction Manager</del>	<del>2</del>
<del>20.19.</del>	<del>Consultant **</del>	<del>2</del>
<del>21.20.</del>	<del>Corridor Manager</del>	<del>2</del>
<del>22.21.</del>	<del>Council of Government and Equity Programs Manager</del>	<del>2</del>
<del>23.22.</del>	<del>Data and Analytics Program Manager</del>	<del>2</del>
<del>23.</del>	<del>Deputy Director of Express Lanes</del>	<del>1</del>
24.	Deputy Director of Planning and Regional Programs	1
25.	Deputy Director of Transit and Rail Programs – Capital Delivery	1
26.	Deputy Executive Director	1
<del>27.</del>	<del>Director of Express Lanes</del>	<del>4</del>
<del>27.</del>	<del>Director of Council of Governments</del>	<del>1</del>
28.	Director of Fund Administration	1
29.	Director of Legislative and Public Affairs	1
30.	Director of Management Services	1
31.	Director of Planning and Regional Programs	1
32.	Director of Project Delivery and Express Lanes	1
33.	Director of Transit and Rail Programs	1
34.	Energy Program Manager	2
35.	Enterprise Risk Manager	2
36.	Executive Director	1

37.	Express Lanes Financial Supervisor	1
38.	General Counsel	1
39.	Grants Analyst	2
39.40	Legislative Analyst	1
41.	Multimodal Manager	2
40.42	Multimodal Mobility Programs Administrator	2
41.43	Planning Manager	2
42.44	Procurement Analyst (I, II and III)	2
43.45	Procurement Manager	2
46.	Programming Manager	2
44.47	Project Controls Analyst (I, II and III)	2
45.48	Project Controls Manager	2
46.49	Project Delivery Manager	2
47.50	Right of Way Manager	1
48.51	Right of Way Specialist	1
49.—	Transit Manager	2

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

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

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

Consultants under contract for a specific project only are not required to file a Form 700.

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

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

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

## Disclosure Categories

### CATEGORY I

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

### CATEGORY 2

Individuals in ~~D~~designated ~~employees-positions~~ in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials,

machinery or equipment of the type purchased or utilized by the ~~department in which the designated employee is employed~~ agency. Individuals in Designated employees positions in this category shall complete all schedules of Form 700 except schedule B, if applicable.

San Bernardino County Transportation Authority/San Bernardino Council of Governments	<b>Policy</b>	<b>10102</b>
Adopted by the Board of Directors Sept. 2, 1992	Revised	07/02/2025
<b>Conflict of Interest Code and Post-Service Participation Restrictions Policy</b>	Revision No.	17

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	Board of Directors (County designees) are filed with the Clerk of the Board of Supervisors, not SANBAG; and revised the descriptions for Category 1 and Category 2.	
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<b>Conflict of Interest Code – Designated Positions</b>	<b>Policy</b>	<b>10102 Appendix A</b>
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	Designated Positions	Categories
1.	Accounting Manager	1
2.	Accounting Supervisor	2
3.	Assistant General Counsel	2
4.	Assistant Project Delivery Manager	2
5.	Board of Directors (County designees)*	1
6.	Board of Directors (City designees)	1
7.	Board of Directors Alternates (City designees)	1
8.	Board of Directors Ex Officio Alternate Member	1
9.	Board of Directors Ex Officio Member	1
10.	Chief Financial Officer	1
11.	Chief of Air Quality/Mobility Programs	2
12.	Chief of Fiscal Resources	1
13.	Chief of Fund Administration	2
14.	Chief of Information Technology	2
15.	Chief of Legislative and Public Affairs	2
16.	Chief of Project Controls	2
17.	Clerk of the Board/Administrative Manager	2
18.	Construction Manager	2
19.	Consultant **	2
20.	Corridor Manager	2
21.	Council of Government Manager	2
22.	Data and Analytics Program Manager	2
23.	Deputy Director of Express Lanes	1
24.	Deputy Director of Planning and Regional Programs	1
25.	Deputy Director of Transit and Rail Programs – Capital Delivery	1
26.	Deputy Executive Director	1
27.	Director of Council of Governments	1
28.	Director of Fund Administration	1
29.	Director of Legislative and Public Affairs	1
30.	Director of Management Services	1
31.	Director of Planning and Regional Programs	1
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34.	Energy Program Manager	2
35.	Enterprise Risk Manager	2
36.	Executive Director	1
37.	Express Lanes Financial Supervisor	1
38.	General Counsel	1
39.	Grants Analyst	2
40.	Legislative Analyst	1

41.	Multimodal Manager	2
42.	Multimodal Programs Administrator	2
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47.	Project Controls Analyst (I, II and III)	2
48.	Project Controls Manager	2
49.	Project Delivery Manager	2
50.	Right of Way Manager	1
51.	Right of Way Specialist	1

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

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

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

Consultants under contract for a specific project only are not required to file a Form 700.

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

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

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

### **Disclosure Categories**

#### **CATEGORY I**

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

#### **CATEGORY 2**

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

## ***Minute Action***

AGENDA ITEM: 4

***Date:*** June 11, 2025

***Subject:***

Fiscal Year 2024/2025 Budget Action Plan - Fourth Quarter Report

***Recommendation:***

Receive the Fiscal Year 2024/2025 Budget Action Plan – Fourth Quarter Report.

***Background:***

The San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2024/2025 Budget Action Plan (BAP) establish the Board of Directors priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. The Executive Director, or his designee, will provide quarterly updates on the status of the goals as listed in the attached BAP.

***Financial Impact:***

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

***Reviewed By:***

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

***Responsible Staff:***

Raymond Wolfe, Executive Director

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Approved  
General Policy Committee  
Date: June 11, 2025

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*

Initiative #1: Transparent and Accountable Allocation Strategies				
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients				
1A	Action Plan	Milestones	Milestone Status	Responsibility
	Manage and communicate with audit firm to plan and complete annual audits.	Q2	Completed December 2024.	Finance
	Inform Committees and Board of status of audits.	Q3	Completed May 2025.	
	Notes			
Division Strategy: Use strategic programming to ensure that no funds are lost				
1B	Action Plan	Milestones	Milestone Status	Responsibility
	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans’ deadline for guaranteed access to federal Obligation Authority (OA) – Q4	SBCTA coordinates monthly with SCAG and Caltrans regarding availability of Obligation Authority (OA), and there is no identified risk that OA will not be available for SBCTA projects this fiscal year.	Fund Administration, Project Delivery, Transit, Planning
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests - Q4	All SBCTA projects are either scheduled for allocation or for extension by the June deadline.	
	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	First of two allocation requests was approved by the CTC in August 2024. The second request, a construction allocation, has been submitted for the June 2025 CTC meeting.	Fund Administration
		Request allocation of competitive grant funds for US 395 Phase 2 Q4	First of three allocation requests was approved by the CTC in October 2024. The second request, a construction allocation, was approved by the CTC in May 2025. The deadline for the third request is December 2025.	
		Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2025/2026 - Q4	The allocation request has been submitted for the June 2025 CTC meeting.	
	Notes			
Division Strategy: Protect San Bernardino County’s equitable share of available state and federal funds				
1C	Action Plan	Milestones	Milestone Status	Responsibility
	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	The RFP is scheduled to be released June 5, 2025.	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	SBCTA is required to prioritize projects submitted to SCAG by San Bernardino County agencies. Prioritization criteria was approved by the Board in March 2025. Project nominations are due to SCAG in August 2025 and will be presented to the Board for prioritization in July 2025.	Fund Administration, Project Delivery, Transit
Notes				

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

San Bernardino County Transportation Authority  
Fiscal Year 2024/2025 Budget Action Plan

4.a

Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects

1D	Action Plan	Milestones	Milestone Status	Responsibility
	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	Completed. The 10-Year Delivery Plan was approved by the Board in February 2025.	Fund Administration, Finance, Project Delivery, Transit, Planning
		Monitor implementation of the 2024 Update to the 10-Year Delivery Plan and Measure 1 revenue receipts to identify need for short-term borrowing – Ongoing	Ongoing.	
	Notes			

Division Strategy: Manage geographic equity in fund distribution across the County

1E	Action Plan	Milestones	Milestone Status	Responsibility
	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	Based on the call for projects schedule, SCAG project selection will not occur until November or December 2025.	Fund Administration
	Notes			

Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion

1F	Action Plan	Milestones	Milestone Status	Responsibility
	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Ongoing.	Transit
	Notes			

Initiative #2: Engender Public Trust

Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)

2A	Action Plan	Milestones	Milestone Status	Responsibility
	Schedule a meeting with Executive Board officers and certified public accountant (CPA) firm to cover audit process and timing.	Q4	Will be scheduled for June or July 2025.	Finance
	Notes			

Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting

2B	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	Q3	Application submitted in December 2024.	Finance
	Notes			

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

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Division Strategy: Obtain Distinguished Budget Presentation Award				
2C	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for GFOA award for annual budget.	Q1	Application submitted in June 2024 and GFOA Award received in August 2024.	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
2D	Action Plan	Milestones	Milestone Status	Responsibility
	Complete review of annual internal control self-assessment (AICA).	Q4	Will be completed in June 2025.	Finance
	Notes			
Division Strategy: Implement the Records Retention Schedule				
2E	Action Plan	Milestones	Milestone Status	Responsibility
	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, two annual clean up days, a system that will assist tracking which documents have passed retention.	Clean up day - Q1 & Q3	Completed in July/August and December/January.	Executive Administration and Support, Management Services
		Automate retention to remaining libraries in Laserfiche - Q4	Delayed. Working with vendor to solve automation issues in Laserfiche.	
		Automate retention to four (4) department sites in SharePoint - Q4	Delayed. Working with vendor to solve automation issues in SharePoint.	
	Notes			
	Records destroyed by Q4: 254 boxes of hardcopy records, 222 paper records and 3,565 electronic records.			
Division Strategy: Streamline Agency Operations				
2F	Action Plan	Milestones	Milestone Status	Responsibility
	Update procurement templates.	Q4	Delayed to FY 2025/2026.	Finance, General Counsel
	Begin implementation of new enterprise resource system (accounting system).	Q1	The contract with Oracle in process.	Finance, Project Delivery, Management Services
	Implement Microsoft 365 G5 Licenses.	Q4	Completed December 2024.	Management Services
	Notes			

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Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities				
Division Strategy: Work with other governments and business groups to leverage resources for our region’s benefit				
3A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Update Work Plan for the Council of Governments - Q3	Significant outreach occurred to SBCOG subregions in Q1 to identify activities of greatest interest for the work plan. The Work Plan was updated and offered for consideration and approval in Q2. The Work Plan, Policies, and Bylaws were adopted in November 2024 by the Board. A progress report was provided to GPC in March 2025.	COG, General Counsel
		Provide Technical Assistance to jurisdictions through REAP 2.0 Program - Ongoing	Full REAP 2.0 funding awarded but MOU execution with SCAG is expected to be complete in Q4.	
	Partner with local and government agencies to improve opportunities in workforce development.	Continue to incorporate small business interests into B2B - Q2	The event was to take place in Q4, however, staff capacity was impacted on this item due to medical leave, and event will now occur under the new consultant in FY 2025/2026.	
		Small Business Study to be presented to CCMTAC and Board - Q1	The General Policy Committee was presented with the study in September 2024, and some of the recommendations were added to the approved Work Plan. They will be implemented as approved.	
	Establish Housing Trust JPA.	Execute JPA with member agencies - Q3	REAP funding secured. Housing Trust SCAG MOU approval was delayed, but occurred in Q3, and implementation process for JPA is beginning.	
		Review draft Administrative Plan - Q4	MOU was delayed but now approved. Admin Plan is beginning development.	
	Smart County Master Plan.	Complete Plan - Q3	Amendment No. 1 presented in Q3 focused on implementing 2 projects, using project cost savings. Amendment No. 1 was approved, and the consultant team is now moving forward with Cad-to-Cad and Call Box program alternative implementation.	
	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	Cucamonga station agreements and local rail service agreements approved at the July 2024 Board.	Transit
	Complete the RAISE grant agreement and subrecipient agreement for the construction of the Brightline West High Desert Stations.	Q1	Delayed to Q4. FRA and Brightline prioritized finalizing the NDOT \$3 billion grant, which was completed in Q2. Discussions related to the Brightline West High Desert Stations have resumed and the final RAISE agreement is pending approval from FRA.	Transit
	Notes			
Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG				
3B	Action Plan	Milestones	Milestone Status	Responsibility
	Plan annual City/County Conference.	In person conference set for Spring 2025.	Conference held May 8-9, 2025 at the Lake Arrowhead Resort (250 participants)	Legislative/Public Affairs, COG
	Collaborate with member agencies through City/County Manager Technical Advisory Committee (CCMTAC).	Ongoing bi-monthly meetings	Ongoing.	
	Notes			

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Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding				
3C	Action Plan	Milestones	Milestone Status	Responsibility
	Host Workshop.	Q3	SBCTA/SBCOG typically hosts an annual workshop. FY 2024/2025 has been focused on developing the grant team within the agency and the framework under which we will proceed. Staff will be implementing the workshops in FY 2025/2026 thorough support of the on-call consultants.	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	SBCTA/SBCOG has reintegrated the grant tracking. The Grant Framework was approved by the Board in May, information is being provided to member agencies, and the implementation plan will be reviewed by the Board in Q1 2025/2026.	
		Continue to provide updates to member agencies on new grant opportunities - Ongoing	The Grants Analyst has been seeking grant identification and writing support through a consultant team. SBCTA staff has been highlighting grant opportunities to member agencies. Once the consultant is on-board, these updates will become more comprehensive.	
	Notes			
Division Strategy: Assist local governments with environmental and efficiency initiatives				
3D	Action Plan	Milestones	Milestone Status	Responsibility
	Award contract for the replacement of the EV chargers in employee parking lot.	Q1	Fast chargers installed and operational. Work completed in Q3.	Transit
	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Ongoing	Developing EV charging projects in conjunction with private vendors for purposes of SB 1 TCEP, CPRG grant with AQMD, and support letters for various local projects. Executed a contract task order with a consultant to begin work on comprehensive energy project list with member jurisdictions. Progress report provided at October GPC.	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of the Inland Regional Energy Network (I-REN).	Ongoing	Annual report update was provided at the April Board meeting. A Workforce Roundtable meeting took place to promote a partnership with the County Workforce Development Department. Engaged with various public agencies to increase the number of host sites for I-REN Fellowship opportunities, and completed the first I-REN public sector Cash for Kilowatts incentive project.	
	Notes			

Attachment: FY 24\_25 Budget Action Plan Q4 Update (11525 : Fiscal Year 2024/2025 Budget Action Plan -

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**Initiative #4: Accelerate Delivery of Capital Projects**

**Division Strategy: Support Delivery the West Valley Connector Phase I**

Action Plan	Milestones	Milestone Status	Responsibility
4A Complete Stage 1 (North Side of Holt Blvd)	Q2	Delayed to Q4 due to SCE's underground project along Holt Blvd has not started. A workaround is in place to shift work to the south side, except for the limits of SCE's underground project.	Transit
Notes			

**Division Strategy: Produce Zero Emission Multiple Unit**

4B	Action Plan	Milestones	Milestone Status	Responsibility
	Complete ZEMU testing program	Q2	Delayed to Q1 FY25/26. PTC software update is needed and additional testing will be required to validate the update.	Transit
	Complete construction of hydrogen fuel station	Q4	Updated schedule according to the executed contract puts completion of the hydrogen fuel station to Q1 of FY 26/27.	
	Complete construction of maintenance facility retrofit	Q4	Delayed to Q1 FY 25/26. Awaiting power cutover to the new equipment.	
	Notes			
	The ZEMU testing program was substantially complete in Q3. However, a software update is needed for the Positive Train Control (PTC) system, which may push out FRA approval and the start of revenue service. Substantial completion of the maintenance facility retrofit is scheduled July 2025; awaiting SCE confirmation for power cutover to the electrical equipment. The contract for a temporary fueler has been executed and is planned to be used for the start of revenue service. The contract for permanent fueling equipment was executed in May 2025 and is scheduled to be completed in Q1 of FY 26/27.			

**Division Strategy: Deliver the Tunnel to ONT Project**

4C	Action Plan	Milestones	Milestone Status	Responsibility
	Environmental Document approval	Q2	Completed. Public circulation was completed in Q2, and final CEQA approval was completed in Q3. NEPA approval was completed in Q4.	Transit
	Award design-build contract	Q4	Delayed to Q2 FY 25/26.	
	Notes			
	Environmental Clearance is complete, and Design Build Contract Proposals are scheduled to be submitted in Q1 FY 25/26.			

**Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:**

4D	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Mount Vernon Avenue	PS&E approval - Q1	Delayed to Q1 FY25/26. ROW certification, pending utility agreement with the City of Colton, was achieved at the end of April 2025. The 100% PS&E approval is pending Caltrans review of the submittal that was sent to Caltrans on May 30, 2025.	Project Delivery
	US-395 Widening Project - Phase 2	PS&E approval - Q4	On schedule.	
	Notes			

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Division Strategy: Delivery of Capital Projects - Construction Milestones:

Action Plan	Milestones	Milestone Status	Responsibility
SR-210 Waterman Avenue	Start construction - Q1	Delayed to Q3. Construction NTP was issued on January 6, 2025.	Project Delivery
I-215 University Parkway	Start construction - Q1	Delayed to Q2. Contract award was delayed because the cooperative agreement needed to be amended, which required SBCTA Board action and San Bernardino City Council action. The coop agreement has been amended. The Notice of Award was sent to the contractor on August 20, 2024. The construction NTP was issued on December 19, 2024. Construction duration is anticipated to be one year.	
I-10 Mount Vernon Avenue	Start construction - Q2	Delayed to Q2 FY25/26. The ROW certification, delayed by the negotiation and execution of the Colton electric utility agreement in the design phase, pushes the construction start into the 2nd quarter. The construction NTP is estimated to be issued in September 2025.	
I-215 Bi-County/Segment 5 Landscaping	Start construction - Q3	Delayed to Q1 FY 25/26. Final design approval by Caltrans was anticipated in December 2024. However, not only did Caltrans respond beyond their typical response window, but another set of additional comments were received from Caltrans. The final package was resubmitted to Caltrans on April 30, 2025. Caltrans approval is expected by the end of June 2025. The new target construction start date is December 2025.	
North First Avenue Bridge over BNSF	Complete for Beneficial Use - Q1	Completed.	
SR-210 Waterman Avenue	Complete for Beneficial Use - Q3	Delayed to Q2 FY25/26. Construction start was delayed because cooperative agreement had to be amended to add funding; this pushed the entire schedule. Beneficial use target is October 2025.	
Metrolink ATP - Phase 2	Complete for Beneficial Use - Q3	On schedule.	
I-10 Cedar Avenue	Complete for Beneficial Use - Q4	Delayed to Q1 FY 26/27 due to railroad and contractor related delays.	
I-10 Eastbound Truck Climbing Lane	Complete for Beneficial Use - Q4	On schedule.	
Notes			

Attachment: FY 24\_25 Budget Action Plan Q4 Update (11525 : Fiscal Year 2024/2025 Budget Action Plan -

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Division Strategy: Delivery of Express Lanes Projects				
4F	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2a	PS&E approval - Q2	Delayed to FY 26/27 Q1. The target date for RTL 2A has been postponed to June 2025. This extension provides additional time to capture and incorporate lessons learned from Contract 1. It also allows for contingencies related to ROW certification, which involves agreements with UPRR, as well as the design approval process.	Project Delivery
	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2b	PS&E approval - Q4	Delayed to Q2 FY25/26. The RTL target date for 2B has been extended to September 2025. This extension allows for additional time to capture and incorporate lessons learned from Contract 1, as well as to accommodate contingencies for the ROW certification, which involves agreements with UPRR and the design approval process.	
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Start construction - Q2	Delayed to Q3. Bids came in higher than anticipated. Additional funding was allocated to the project at the October 2024 CTC meeting. The construction contract was awarded at the October 2024 Board meeting and executed in November 2024. Construction NTP was issued on February 3, 2025.	
	I-10 Corridor Freight and Express Lanes Project (Contract 1)	Complete for Beneficial Use - Q1	The express lanes opened in Q1 on August 28, 2024, but substantial completion is still pending.	Express Lanes
	Notes			
Division Strategy: Support Delivery of Gold Line				
4G	Action Plan	Milestones	Milestone Status	Responsibility
	Present Funding Agreement and Operations and Maintenance Agreement to SBCTA Board.	Q1	Delayed to Q1 FY 25/26. The funding agreement and O&M agreement are currently under negotiations.	Transit
	Monitor SBCTA funding gap and LA Metro funding commitment to build to the County line.	Q3	Delayed to Q1 FY 2026/2027 based on the new CMAR procurement approach.	Transit
	Notes			
Bids for the Montclair extension were received in Q3, but the Gold Line Construction Authority decided to cancel the design-build procurement and pursue a new path to deliver the Pomona to Montclair project using a Construction Manager at Risk (CMAR) delivery method. Design Contract Award is scheduled for October 2025, CMAR Contract Award for February 2026, and CMAR Bids with Guaranteed Maximum Price for August 2027.				
Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments				
Division Strategy: Conduct regional forums to discuss issues of importance across our region				
5A	Action Plan	Milestones	Milestone Status	Responsibility
	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Ongoing	As of May 2025, SBCTA has taken positions on the following bills: AB 334 (Petrie-Norris) - support, AB 394 (Wilson) - support, SB 800 (Reyes) - support, AB 735 (Cariilo) - oppose, SB 415 (Reyes) - oppose.	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	Continue to monitor amendments and changes to legislative proposals as they make their way through the second house of the legislature.	Legislative/Public Affairs
	Notes			

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Division Strategy: Operate and Maintain SB Express Lanes				
5B	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Corridor Freight and Express Lanes Project (Contract 1) Operations and Maintenance.	Ongoing starting Q1	On schedule.	Express Lanes
	Notes			
Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options				
Division Strategy: Build awareness of SBCTA programs and services				
6A	Action Plan	Milestones	Milestone Status	Responsibility
	Highlight Measure I's contributions to the region's transportation system. Annual state of transportation event; monthly blog series "Measure I (Impact)", include in SBCTA President speeches.	Ongoing	Countywide Measure I education program from May through September of 2025.	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services. Employee spotlight blog series.	Ongoing	Continued use of on-call for support and marketing of SBCTA projects, programs and events with traditional and social media platforms.	Legislative/Public Affairs
	Notes			
Division Strategy: Leverage and grow public outreach and communication services				
6B	Action Plan	Milestones	Milestone Status	Responsibility
	Continue to enhance traditional and social media presence by providing project updates, alerts, and information.	Ongoing	Continue to support Project Delivery and Transit departments with public outreach services.	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	Continued use of on-call for support and marketing of express lanes, promoting the arrival of ZEMU, Arrow service, and SBCTA accomplishments with "SBCTA Today".	Legislative/Public Affairs, Transit
	Utilize On-Call Outreach, Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing	Continue to provide services for the Annual Budget book, 10-Year Delivery Plan, COG communicator.	Legislative/Public Affairs, Fund Administration
Notes				
Division Strategy: Highlight transit options in San Bernardino County				
6C	Action Plan	Milestones	Milestone Status	Responsibility
	In partnership with transit operators, highlight transit connectivity options in the region. Provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Ongoing	Continued coordination with the Transit Department.	Legislative/Public Affairs, Transit
	Notes			
Division Strategy: SB Express Lanes Customer Support				
6D	Action Plan	Milestones	Milestone Status	Responsibility
	Manage SB Express Lanes Walk-In Center.	Ongoing	Ongoing	Express Lanes
	Manage SB Express Lanes Website.	Ongoing	Ongoing	Express Lanes
	Notes			

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Initiative #7: Long Range Strategic Planning				
Division Strategy: Analyze long range transportation strategy in a financially constrained framework				
7A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare a Long Range Multimodal Transportation Plan (LRMTP).	Draft LRMTP - Q3	Consultant prepared full draft of the LRMTP in December 2024 for review. Comments received through mid-January 2025 and Final LRMTP delivered by end of February. MVSS and MDC recommended LRMTP to Board for approval.	Planning, Transit, Fund Administration
		Final LRMTP - Q4	Final LRMTP approved by Board at March 5, 2025 meeting.	
	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	No updated schedule has been provided by SCAG as yet.	Planning, Fund Administration
		Begin setting up San Bernardino County Growth Projection Model - Q4	Work on growth projections has begun, in collaboration with SCAG.	
	Notes			
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice				
7B	Action Plan	Milestones	Milestone Status	Responsibility
	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	Updates to the Local Pass-Through policies to address any withheld funds at the close of the Measure were approved by the Board in December 2024.	Planning, Fund Administration
	Notes			
Division Strategy: Provide current, quality planning data				
7C	Action Plan	Milestones	Milestone Status	Responsibility
	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Ongoing	Mapping provided for LRMTP, call box removal, support for 10-Year Delivery Plan, etc.	Planning
	Update SBTAM "Plus" modeling system.	Model Validation Report - Q1	SBTAM project completed. Executed vendor subscriptions and made training videos available.	
		Vehicle Miles Traveled/Land Use Model and Scenario Samples - Q2	Model made accessible to the consulting community for use on local projects.	
		Final Documentation & Presentation - Q4	Completed.	
	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	Ongoing.	
Notes				
Division Strategy: Conduct subarea and modal studies				
7D	Action Plan	Milestones	Milestone Status	Responsibility
	State Route 247/62 Emergency Bypass Lane Study.	Phase 1 report - Q4	Have held 3 meetings of the Cajon Pass Working Group. Conducted incident analysis in Q3. Completed draft of the Cajon Pass Emergency Bypass Strategy (Phase 1 of project) in May and reviewed by MVSS and MDC in June.	Planning
	Notes			

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Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications				
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines				
8A	Action Plan	Milestones	Milestone Status	Responsibility
	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Provided comments on SB 1 grant guidelines for Cycle 4 TCEP and SCCP. Provided comments on CAPTI and Caltrans TAF/TAC in Q2.	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	Worked with jurisdictions to prepare specific projects for TCEP funding. Submitted Baker Blvd. and WattEV truck charging TCEP grant in November. Worked with Caltrans on partnership for SCCP grant for ONT Connector.	Planning, Fund Administration
		Other state and federal grants - Ongoing	Planning and Fund Administration worked together on STBG and CMAQ funding applications, which were submitted to SCAG in May 2025.	
	Notes			
Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies				
8B	Action Plan	Milestones	Milestone Status	Responsibility
	Begin development of Vehicle Miles Traveled (VMT) mitigation bank and/or approaches to mitigation under SB 743.	Establishment of the Program Structure - Q2	REAP funding received, and consultant selected for VMT mitigation bank development. Draft Administrative Plan prepared in Q4.	Planning
		Start VMT App Development - Q3	Completed Concept of Operations, and consultant brought on an app developer in Q4. Project had a late start due to delays in REAP 2.0 funding, but development now proceeding at a rapid pace.	
	Countywide Evacuation Route Study and Modeling for member jurisdictions.	Initiate project - Q2	Project initiated in Q2 and consultant preparing local compliance assessments per SB 99 and AB 747.	
		Begin Modeling Work - Q3	Began in Q3 and adapting to support input from jurisdictions and WRCOG.	
	Assist local agencies with housing initiatives under Regional Early Action Plan (REAP) 2.0.	Begin Project - Q1	REAP funding for CTC received and the transportation side of local projects are well under way. The COG side of the work is with the SCAG MOU process, which was delayed due to State budget.	
	Notes			
Division Strategy: Prepare effective active transportation plans				
8C	Action Plan	Milestones	Milestone Status	Responsibility
	Implement Safe Routes to School Program (with SBCSS and the County DPH).	Complete Programs - Q4	Work continuing. Extended to Q4 FY 2025/2026.	Planning
	Manage Transit Development Act (TDA) Article 3 bike/pedestrian project invoicing.	Ongoing	TDA Article 3 Call For Projects issued in Q4.	
	Notes			

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Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant				
8D	Action Plan	Milestones	Milestone Status	Responsibility
	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Construction Completion for Beneficial Use - Q3	Completed for beneficial use in Q3. Held ribbon cutting in Q4.	Planning, Project Delivery
	Notes			
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
8E	Action Plan	Milestones	Milestone Status	Responsibility
	Manage the Southern California 511 (SoCal 511) program with other County Commissions.	Ongoing	Continuing coordination with LA, Orange, Riverside and Ventura counties.	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	Monitoring and coordination of program continues. Board approved options for FSP cost savings is being implemented.The Board approval to decommission the motorist aid call boxes is underway and is scheduled to be completed by the end of this fiscal year.	
	Notes			
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion				
8F	Action Plan	Milestones	Milestone Status	Responsibility
	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSAs, to identify key activities for inclusion in the SBCTA LRMTTP based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	LRMTTP was completed in Q3. A "top tier" of Priority Transit Routes for the Valley was identified and included in the Final LRMTTP. Final LRMTTP was reviewed by MVSS and MDC and approved by Board on March 5.	Planning
	Notes			
Initiative #9 Meet Equity Goals of SBCTA/SBCOG				
Division Strategy: Ensure Equity goals met for internal structure and policies				
9A	Action Plan	Milestones	Milestone Status	Responsibility
	Establish equity goals and policies for ensuring structural equity within the business processes and procedures within SBCTA/SBCOG.	Project outreach in Q1 and Q2	Project is midpoint in Q2 and a draft definition, role, and goals was brought to the Board for consideration in Q3. Working on federal compliance with new requirements from USDOT.	COG
	Notes			
Division Strategy: Ensure Equity goals met for projects and programs implemented in collaboration with SBCOG/SBCTA member agencies				
9B	Action Plan	Milestones	Milestone Status	Responsibility
	Small Business Training Program.	Study to be presented - Q1	Small business study presented to Board in Q1.	COG
	Notes			

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## ***Minute Action***

### AGENDA ITEM: 5

***Date:*** June 11, 2025

***Subject:***

Resolution No. 25-074 Authorizing Placement of Assessments on the Tax Roll and Agreement for Collection of Special Taxes Related to the Property Assessed Clean Energy Program

***Recommendation:***

That the General Policy Committee recommend the Board, acting as the San Bernardino Council of Governments:

A. Approve Resolution No. 25-074, authorizing the placement of assessments related to the Property Assessed Clean Energy Program on the tax roll for Fiscal Year 2025/2026.

B. Approve Agreement No. 25-1003326 with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, authorizing the Collection of Special Taxes, Fees, and Assessments.

***Background:***

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

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

The table below summarizes the outstanding assessments.

As of May 16, 2025				
Settlement Year	Original Assessments	Prepaid	Matured	Active
2013	477	345	44	88
2014	5,043	3,849	393	801
2015	5,097	3,824	322	951
2016	4,962	3,717	251	994
2017	2,318	1,690	67	561
Total	17,897	13,425	1,077	3,395

*Entity: San Bernardino Council of Governments*

## General Policy Committee Agenda Item

June 11, 2025

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Resolution No. 25-074 requests the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to enter the special assessments on the tax roll consistent with the obligations agreed to by the property owners that participated in the HERO Program and with SBCOG's obligations to the trustee and bondholders. The complete list of properties to be included on the tax roll is on file with the Clerk of the Board and available for review.

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

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

***Reviewed By:***

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

***Responsible Staff:***

Lisa Lazzar, Chief Financial Officer

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Approved  
General Policy Committee  
Date: June 11, 2025

Witnessed By:

## RESOLUTION NO. 25 - 074

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNCIL OF GOVERNMENTS (FORMERLY KNOWN AS SAN BERNARDINO ASSOCIATED GOVERNMENTS) MAKING CERTAIN REPRESENTATIONS AND AUTHORIZING THE PLACEMENT OF ASSESSMENTS ON THE TAX ROLL IN SAN BERNARDINO COUNTY

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

**WHEREAS**, the aforementioned Joint Powers Agreement was amended by Amendment No. 4, effective May 9, 2024, by which amendment the Joint Powers Authority changed its name from San Bernardino Associated Governments (SANBAG) to San Bernardino Council of Governments (SBCOG); and

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

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

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

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

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

**WHEREAS**, SBCOG requests that the Auditor-Controller of the County enter those special assessments identified in Exhibit A on the tax roll for collection by the Auditor-Controller for the 2025-26 fiscal year.

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

Section 1. The above recitals are true and correct.

Section 2. SBCOG orders the levy and collection of such special assessments identified on Exhibit A within the jurisdictional boundaries of each Participating Party within the County for the 2025-26 fiscal year, and in each subsequent fiscal year in which the charges may validly be levied; that a copy of this resolution shall be delivered to the Auditor-Controller of the County for placement of such assessments on the 2025-26 Tax Roll of the County, and in each subsequent fiscal year in which the charges may validly be levied.

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

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

Section 5. The Deputy Executive Director, the Chief Financial Officer or any designee of the Deputy Executive Director (each, an "Authorized Representative"), is hereby authorized and directed to take any other actions in the judgment of the Deputy Executive Director or such Authorized Representative necessary to place the special assessments on the 2025-26 Tax Roll of the County, including, but not limited to making additions, deletions and modifications to Exhibit A attached hereto.

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

**PASSED AND ADOPTED** at a meeting of the Board of Directors of the San Bernardino Council of Governments held on July 2, 2025.

\_\_\_\_\_  
Ray Marquez, President

ATTEST:

\_\_\_\_\_  
Marleana Roman, Clerk of the Board

**EXHIBIT A**

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AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
 AGREEMENT FOR COLLECTION OF SPECIAL  
 TAXES, FEES, AND ASSESSMENTS  
 FISCAL YEAR 2025-26

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the COUNTY OF SAN BERNARDINO, hereinafter referred to as "County" and the \_\_\_\_\_, hereinafter referred to as "District".

WITNESSETH:

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

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

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

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

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

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

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

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

9. This agreement shall be effective for the 2025-26 fiscal year.

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

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

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

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

District: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

By Authorized Deputy: \_\_\_\_\_

Printed Name: Franciliza Zyss

Title: Chief Deputy, Property Tax

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

## ***Minute Action***

### AGENDA ITEM: 6

***Date:*** June 11, 2025

***Subject:***

Purchase and Sale Agreement No. 25-1003325 for Property Assessed Clean Energy Assessment Receivables with FNA California, LLC

***Recommendation:***

That the General Policy Committee recommend the Board, acting as the San Bernardino Council of Governments:

A. Approve Purchase and Sale Agreement No. 25-1003325 with FNA California, LLC, to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2018-2019 through 2024-2025 tax years, and authorize the Executive Director, or his designee, with the approval of General Counsel or her designee as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

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

***Background:***

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

In May 2025, SBCOG's Special Tax Consultant, David Taussig & Associates (DTA), reported that there were 114 properties considered delinquent for the 2024-2025 tax year and 76 properties delinquent from 2018-2019 through 2023-2024 tax years combined. DTA transmits delinquency notices to the delinquent property owners after the 1st and 2nd tax installments are not paid. The delinquencies by tax year are shown in the table below.

<b>Tax Year</b>	<b>Amount of Tax Levy</b>	<b>Number of Properties</b>	<b>Amount Delinquent</b>	<b>Number of Delinquent Properties</b>	<b>Delinquency Rate by Value</b>
14/15	\$7,856,008.93	3,160	\$0.00	0	0.00%
15/16	\$19,058,514.63	7,103	\$0.00	0	0.00%
16/17	\$29,734,139.75	10,557	\$0.00	0	0.00%
17/18	\$35,736,978.72	12,384	\$0.00	0	0.00%
18/19	\$31,123,600.04	10,731	\$2,631.49	1	0.01%
19/20	\$25,179,345.70	8,766	\$8,773.02	2	0.03%
20/21	\$19,906,970.38	7,062	\$14,334.24	5	0.07%
21/22	\$14,356,417.31	5,275	\$22,254.65	9	0.16%
22/23	\$10,831,868.07	4,082	\$55,787.50	24	0.52%
23/24	\$9,714,788.26	3,679	\$77,631.95	35	0.80%
24/25	\$8,615,050.73	3,284	\$233,323.32	114	2.71%

In order for the Board of Directors to defer the judicial foreclosure process, the delinquent amounts must be advanced to the Trustee--either by SBCOG or by a third party, such as *Entity: San Bernardino Council of Governments*

## General Policy Committee Agenda Item

June 11, 2025

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FNA California, LLC, pursuant to an agreement with SBCOG allowing that third party to advance the funds and to be reimbursed for such advance when the delinquent assessments are brought current. Purchase and Sale Agreement No. 25-1003325 accomplishes this task.

This contract allows FNA California, LLC, to exercise its right of first refusal to purchase the PACE assessment delinquencies as of June 30, 2025. FNA California, LLC, will pay a fee equal to 7.5% of the delinquent assessments, which is the same rate as prior years, at a cost of \$17,499.25 based on current delinquencies, to be used by SBCOG to cover its administrative costs as well as the additional costs incurred by the Special Tax Consultant. FNA California, LLC, is providing a similar service with the same fee for the Western Riverside Council of Governments for their local and statewide PACE programs.

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

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

***Reviewed By:***

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

***Responsible Staff:***

Lisa Lazzar, Chief Financial Officer

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Approved  
General Policy Committee  
Date: June 11, 2025

Witnessed By:

## Contract Summary Sheet

6.a

## General Contract Information

Contract No: 25-1003325 Amendment No.: \_\_\_\_\_

Contract Class: Receivable Department: Council of Governments

Customer ID: 03543 Customer Name: FNA California, LLC

Description: Fees related to purchase of PACE Program Delinquent Assessments

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

Dollar Amount							
Original Contract		\$	17,499.25	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	17,499.25	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	17,499.2

## Contract Authorization

Board of Directors Date: 7/2/2025 Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Local

Services

Accounts Receivable																			
Total Contract Funding:		\$		17,499.25		Funding Agreement No:		25-1003325											
Beginning POP Date:		8/15/2025		Ending POP Date:		6/30/2026		Final Billing Date:		6/30/2026									
Expiration Date:		6/30/2026		Z25-1003325		PM Description: PACE Program Revenue FNA FY24/25													
		Sub-								Sub-									
Fund		Prog		Task		Revenue		Total Contract Funding:		Fund		Prog		Task		Revenue		Total Contract Funding:	
GL:	2911	25	0511	0000	48007000			17,499.25		GL:							-		
GL:								-		GL:							-		
GL:								-		GL:							-		
GL:								-		GL:							-		
GL:								-		GL:							-		

Lisa Lazzar

Project Manager (Print Name)

Lisa Lazzar

Task Manager (Print Name)

Additional Notes: Final terms and listing of delinquent properties will be finalized and approved by Executive Director. Updated the sub-task number to 0000.

Attachment: CSS 25-1003325 Purchase and Sale Agreement Delinquent PACE Assessments [Revision 1] (11445 : Purchase and Sale

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**PURCHASE AND SALE AGREEMENT**

**Dated as of August 15, 2025**

**between**

**SAN BERNARDINO COUNCIL OF GOVERNMENTS,**

**as Seller**

**and**

**FNA CALIFORNIA, LLC,**

**as Purchaser**

**Regarding  
Assessment Installment Receivables  
for the 2024-2025 Tax Year**

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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of August 15, 2025, between San Bernardino Council of Governments ("SBCOG"), formerly known as San Bernardino Associated Governments ("SANBAG"), a joint exercise of powers authority existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date, and FNA California, LLC, an Illinois limited liability company ("Company").

### BACKGROUND

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

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

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

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

## Article I Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Closing Date” means August 15, 2025.

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

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

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

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

“Cut-off Date” means August 12, 2025.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“SANBAG” means San Bernardino Associated Governments, a joint exercise of powers authority organized and existing under the laws of the State, including any entity with which it may be consolidated or which otherwise succeeds to the interests of

SANBAG and includes San Bernardino Council of Governments, or SBCOG, the current name of aforementioned joint exercise of powers authority, pursuant to Amendment No. 4 of the Joint Exercise of Powers Agreement referenced in the Preamble.

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

“SBCOG” means the San Bernardino Council of Governments.

“State” means the State of California.

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

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

#### **Section 1.02 Other Definitional Provisions.**

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

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

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

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

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

### **Section 1.03 Term of this Agreement.**

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

## **Article II**

### **Purchase and Sale of Assessment Installment Receivables**

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

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

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

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

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

Assessment Installment Receivables relate, and (ii) it shall apply the Purchase Price to the payment of the bonds secured by the Assessments to which the Assessment Installment Receivables relate, and to the other authorized purposes to which the Assessments or the Assessment Administrative Fees may be applied (including without limitation replenishment of reserve funds and payment of administrative expenses), to the same extent that the proceeds of the Assessments and Assessment Administrative Fees constituting the Assessment Installment Receivables would have been required to be applied had they been paid by the respective property owner before delinquency and received by SBCOG.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) this Agreement creates a valid and continuing lien on the Collateral in favor of the Company, which is prior to all other liens, and is enforceable as such as against creditors of and purchasers from SBCOG;
- (ii) SBCOG owns and has good and marketable title to the Collateral free and clear of any lien, claim or encumbrance of any person subject to the provisions of the applicable Master Indenture;

(iii) other than the lien granted to the Company pursuant to this Agreement, SBCOG has not pledged, assigned, sold, granted a lien on, or otherwise conveyed any of the Collateral; and

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

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

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

### Article III

#### The Assessment Installment Receivables

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

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

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

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

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

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

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

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

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

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

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

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

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

(xii) such Assessment Installment Receivable had not been compromised, adjusted or modified (including by the granting of any

discounts, allowances or credits, but not including installment payment plans in accordance with law);

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

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

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

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

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

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

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

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

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

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

(ii) It is understood and agreed that the representations and warranties made by SBCOG in Section 3.01(a) hereof are made solely for the purpose of determining the existence of a Defective Assessment Installment Receivable, and in no case shall SBCOG or any of its officers or employees have any liability if it was subsequently discovered that such

representations and warranties were in fact false at the time they were made, other than the obligation of SBCOG to repurchase Defective Assessment Installment Receivables as provided in this Agreement.

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

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

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

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

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

(e) *Cure or Purchase of Defective Assessment Installment Receivables.*

As to any Defective Assessment Installment Receivable, on or prior to the next date on which SBCOG receives the normal payments of Assessment Installments and Assessment Administrative Fees from the County following the day on which it is discovered that what was supposed to be an Assessment Installment Receivable is, in fact, a Defective Assessment Installment Receivable, SBCOG shall, at its option, either (A) cure or cause to be cured such breach or (B) pay to the Company, in immediately available funds, the Defective Assessment Installment Receivable Purchase Amount.

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

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

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

### **Section 3.02 Enforcement and Collection; Assignment of Rights.**

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

From and after the receipt by SBCOG of the Purchase Price on the Closing Date, SBCOG shall have no rights whatsoever in and to the Purchased Receivables, including but not limited to the right to receive any Collections in respect of the Purchased Receivables, except with respect to Defective Assessment Installment Receivables repurchased by SBCOG in accordance with Section 3.01 hereof.

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

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

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

cause to be approved all amendments to any documents under which bonds or other debt secured by the Purchased Receivables were issued as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify any applicable bond trustee, fiscal agent or payment agent of the assignments made under this Agreement.

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

[TO COME]

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

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

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

## Article IV SBCOG

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) SBCOG has transferred the Assessment Installment Receivables to the Company pursuant to this Agreement for the Purchase Price, together with the Premium thereon, specified in this Agreement in cash. The consideration paid to SBCOG represents the fair market value of the Assessment Installment Receivables. This consideration was agreed upon as the result of arm's length negotiations. SBCOG has determined that the transactions contemplated by this Agreement and the related documents provide the maximum available financial benefits to SBCOG consistent with other objectives and requirements of SBCOG.

(b) SBCOG properly treats the transfer of the Assessment Installment Receivables to the Company as a sale pursuant to generally accepted accounting principles.

(c) There are no other agreements between SBCOG and the Company relating to or affecting the Assessment Installment Receivables, other than this Agreement.

(d) SBCOG does not receive any payments with respect to the Assessment Installment Receivables, except pursuant to this Agreement.

(e) SBCOG will mark its appropriate records so that they indicate the Assessment Installment Receivables have been sold and that the Company is the owner

of such Assessment Installment Receivables. Such records of SBCOG may be in the form of a computer tape, microfiche, or other electronic or computer media.

(f) Sales of assets to the Company by SBCOG, including but not limited to the Assessment Installment Receivables, at all times have constituted and will constitute absolute transfers and conveyances, for fair and reasonably equivalent consideration, of all of the seller's right, title and interest in, to and under those assets for all purposes.

(g) SBCOG at no time has taken or will take any action that is inconsistent with any of the foregoing assumptions and that has given or will give (i) any creditor or future creditor of the Company cause to believe mistakenly that any obligation incurred by SBCOG has been or will be not only the obligation of SBCOG, but also of the Company, or (ii) any creditor or future creditor of either SBCOG or the Company cause to believe mistakenly that SBCOG and the Company have not been or will not continue to remain separate and distinct entities.

**Section 4.03 Representations of Company.** Company makes the following representations as of the Closing Date on which the SBCOG is deemed to have relied in selling the Assessment Installment Receivables to Company.

(a) *Due Organization, Existence and Company.* Company is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to purchase the Assessment Installment Receivables and the Collections from SBCOG, and to carry out and consummate all transactions contemplated hereby.

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

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

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which Company (or any of its officers in their respective capacities as such) are subject, or by which it or any of its

properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

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

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

(i) in any way questions the legal existence of Company or the titles of the officers of Company to their respective offices that would have any material likelihood of affecting the obligations of Company under this Agreement;

(ii) contests the validity or the power and authority of Company to purchase the Assessment Installment Receivables from SBCOG;

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

(iv) in any way contests or affects the validity of this Agreement or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to Company's ability to comply with its obligations under this Agreement.

## Article V Miscellaneous

**Section 5.01 Amendment.** This Agreement may be amended by an instrument in writing signed by SBCOG and the Company.

**Section 5.02 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties hereto and is made solely for the benefit of the parties hereto. No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

**Section 5.03 Notices.** All notices or communications to be given under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in the case of personal delivery to any person, upon actual receipt. The Company or SBCOG may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Company:	FNA California, LLC c/o First National Assets 201 W. Lake St. #165 Chicago, IL 60606 Attn: General Counsel
If to SBCOG:	San Bernardino Council of Governments 1170 West 3rd Street, 2nd Floor San Bernardino, California 92410 Attn: Carolyn Schindler, Executive Director

**Section 5.04 No Assignment by SBCOG.** Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by SBCOG.

**Section 5.05 Limitations on Rights of Others.** The provisions of this Agreement are solely for the benefit of SBCOG and the Company, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

**Section 5.06 Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 5.07 Separate Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

**Section 5.08 Headings.** The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**Section 5.09 Governing Law and Venue.**

(a) This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

(b) To the extent permitted by law, the parties hereto agree that any and all claims asserted against the Company arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside, California or in the California State Courts located in San Bernardino, California.

(c) If SBCOG commences any action against the Company in a court located other than in Riverside or San Bernardino, California, upon request of the Company, SBCOG shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State), California or, if the court where the action is initially brought will not or cannot transfer the action, SBCOG shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State), California.

(d) To the extent permitted by law, the parties hereto agree that any and all claims asserted against SBCOG arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside County, California or in the California State Courts located in San Bernardino County, California.

(e) If the Company commences any action against SBCOG in a court located other than in Riverside (federal) or San Bernardino (State) County, California, upon request of SBCOG, the Company shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State) County, California or, if the court where the action is initially brought will not or cannot transfer the action, the Company shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State) County, California.

(f) With respect to any action between SBCOG and the Company in California State Court brought in accordance with the provisions of this Section, SBCOG and the Company each hereby expressly waives and relinquishes any rights either might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a California State Court outside the county in which it is pending.

(g) With respect to any action between SBCOG and the Company in Federal Court brought in accordance with the provisions of this Section, SBCOG and the Company each hereby expressly waives and relinquishes any right either might otherwise have to move to transfer the action to another United States Court.

**Section 5.10 Nonpetition Covenants.** Notwithstanding any prior termination of this Agreement, SBCOG shall not, prior to the date which is one (1) year and one (1) day after the termination of this Agreement with respect to the Company, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or government against Company for the purpose of commencing or sustaining a case against the Company under any Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Company. **Successor Is Deemed Included In All References To Predecessor.** Whenever in this Agreement either SBCOG or the Company is named or referred to, such reference shall be deemed to include the successors thereof, and all the covenants and agreements in this Agreement by or for the benefit of SBCOG and Company shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

**Section 5.12 Waiver of Personal Liability.** No member, officer, agent or employee of the Company or SBCOG shall be individually or personally liable for the payment of any amount due hereunder or be subject to any personal liability or accountability by reason of the transactions described herein; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

**Section 5.13 Exclusive Right of First Refusal.** SBCOG hereby grants to the Company an exclusive right of first refusal to purchase, upon similar and mutually agreeable terms in this Agreement, *mutatis mutandis*, Assessment Installment Receivables that become delinquent with respect to the Tax Years ending on June 30, 2026, June 30, 2027 and June 30, 2028 as follows:

(a) With respect to Assessment Installment Receivables secured by Properties that also secure Assessment Installment Receivables that were previously purchased by the Company, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement; and

(b) With respect to all other Assessment Installment Receivables, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement, modified as the parties mutually agree.

*[Next page is signature page]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first above written.

SAN BERNARDINO COUNCIL OF  
GOVERNMENTS, formerly known as SAN  
BERNARDINO ASSOCIATED GOVERNMENTS

By \_\_\_\_\_

Name: Raymond W. Wolfe  
Title: Executive Director

Approved as to Form

BEST BEST & KRIEGER LLP, as  
Bond Counsel

By: \_\_\_\_\_

Name: Mrunal M. Shah  
Title: Partner

FNA CALIFORNIA, LLC

By \_\_\_\_\_

Name: John Eisinger  
Title: CEO

EXHIBIT “A”  
ASSESSMENT INSTALLMENT RECEIVABLES SCHEDULE

Owner Name	Situs Address, San Bernardino Co.	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment		Delinquent Amount [2]	Penalty [3]	Interest [4]	Total Delinquent Assessment	Total Assessed Value [1]
							1st	2nd					

DRAFT

**EXHIBIT "B"**  
**LIST OF MASTER INDENTURES**

- (a) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2013, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One);
- (b) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One);
- (c) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One);
- (d) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One);
- (e) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Third Residential Property Tranche – Phase One);
- (f) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of July 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fourth Residential Property Tranche – Phase One);
- (g) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of October 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fifth Residential Property Tranche – Phase One);
- (h) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2016, relating to the San Bernardino Associated Governments Limited Obligation Improvements

Bonds (SANBAG HERO Program) (Sixth Residential Property Tranche – Phase One);

- (i) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2016 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Seventh Residential Property Tranche – Phase One);
- (j) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eighth Residential Property Tranche – Phase One);
- (k) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Ninth Residential Property Tranche – Phase One);
- (l) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2017, relating to the San Bernardino Associated Governments Limited Subordinate Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One), as amended;
- (m) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Tenth Residential Property Tranche – Phase One);
- (n) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One);
- (o) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One).

EXHIBIT "C"  
EXCLUSION CRITERIA

1. On the Closing Date, an Assessment Installment Receivable that is not lawfully collectable or no longer constitutes a valid and existing lien on the subject Property.
2. On the Closing Date, an Assessment Installment Receivable where the subject Property (i) has been or is expected to be designated as a CERCLA or government designated environmental cleanup site or (ii) is subject to environmental contamination that could materially decrease the market value thereof.
3. On the Closing Date, a subject Property that is described as, owned by, or used for (a) vacant land, (b) a church or religious organization, (c) orphanages or other non-profit or charitable services, (d) sanitariums, convalescent and rest homes, (e) military properties, (f) forests parks or recreational areas, (g) public schools, (h) public colleges (i) public hospitals, (j) county properties, (k) state properties, (l) federal properties, (m) municipal properties, (n) utility properties (e.g., gas, electric, telephone, water, sewage, railroads, pipelines, canals, radio/tv/mobile communications towers), (o) subsurface rights, (p) right-of-way, streets, roads, irrigation channels and ditches, (q) rivers, lakes or other submerged lands, (r) sewage, disposal, solid waste disposal, borrow pits, drainage reservoirs, waste lands, marshes, sand dunes, or swamps or (s) heavy manufacturing or mineral processing.
4. At the time of origination, a subject Property, including improvements thereon, has an assessed value or market value of less than \$75,000.
5. On the Closing Date, an Assessment Installment Receivable where the original date of delinquency is greater than three hundred sixty-five (365) days prior to the Cut-off Date.
6. An Assessment Installment Receivable that was not originated by a SANBAG or any of its authorized program administrators.
7. On the Closing Date, an Assessment Installment Receivable that has been (a) challenged as to amount, enforceability or validity, (b) the subject of litigation, (c) subject to right of rescission, right of setoff or counterclaim, or (d) subjected to the assertion of defenses with respect to any of the foregoing.
8. At the time of origination, an Assessment Installment Receivable where (a) the loan to value ratio of the existing mortgage is greater than ninety percent (90%) or (b) the ratio of the aggregate amount of debt secured by any lien on the related Property to the market value of the Property is greater than ninety-five percent (95%).
9. On the Closing Date, an Assessment Installment Receivable that is subordinate to other valid claims on the subject Property or that otherwise does not have a first lien.

## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** June 11, 2025

***Subject:***

Award Contract No. 25-1003218 for Freeway Service Patrol Services - Beat No. 11/29

***Recommendation:***

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

A. Award Contract No. 25-1003218 to Royal Coaches Auto Body and Towing, Inc., for Freeway Service Patrol (FSP) services along Beat No. 11/29 from April 1, 2026, through March 31, 2031, for a not-to-exceed amount of \$2,569,215, to be funded with State FSP Funds.

B. Approve a contract contingency for a not-to-exceed amount of \$743,350 for Contract No. 25-1003218 for Construction FSP services 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, and 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. 11 and Beat No. 29 are set to expire on March 31, 2026. Pursuant to the SBCTA Board of Directors (Board) approval on November 6, 2024, because of long-term budget forecasts regarding the FSP Program, Beat 11 and Beat 29 will be combined starting April 1, 2026. They will be known as Beat 11/29, covering Interstate 10 (I-10) from Sierra Avenue in the City of Fontana to County Line Road in the City of Yucaipa, a distance of approximately 20.5 miles.

The solicitation process for Beat 11/29 was as follows:

SBCTA released Request for Proposals (RFP) 25-1003218 on January 21, 2025, seeking a knowledgeable and experienced firm to provide services for Freeway Service Patrol Beat 11/29.

The RFP notification for this project was received by 52 firms registered on PlanetBids and was downloaded by 14 firms. A Pre-Proposal conference took place on February 12, 2025, and was attended by five firms.

On March 12, 2025, SBCTA received three proposals by the 2:00 pm deadline from Carpe Carma DBA Pomona Valley Towing, Pepe’s Towing Service, Inc., and Royal Coaches Auto Body & Towing, Inc. The procurement professional reviewed each proposal and determined all three proposals were responsive to the requirements of the RFP.

The Evaluation Committee (Committee) consisted of two SBCTA staff, one Riverside County Transportation Commission representative, and one California Highway Patrol representative. Each Committee member independently read and scored each firm’s proposal.

*Entity: San Bernardino County Transportation Authority*

## General Policy Committee Agenda Item

June 11, 2025

Page 2

On March 27, 2025, the Committee met to evaluate and rank the firms based on qualifications, related experience, references, staffing and organization, and work plan. The panel members individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm – 25 points, Proposed Staffing and Project Organization – 25 points, Work Plan – 25 points, and Price – 25 points, for a total of 100 points.

On April 10, 2025, all three firms were invited to interview to further assess their capabilities to fulfill the obligations of the Scope of Work (SOW). The Committee members independently scored each contractor based on the firms' answers to questions.

The interview and technical proposal were weighted 50% and 50%, respectively. As a result of the scoring, the Committee recommended that the contract to perform the SOW, as outlined in RFP No. 25-1003218, be awarded to Royal Coaches Auto Body & Towing, Inc. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the SOW and proposed an overall solid team.

Conclusively, staff recommends Royal Coaches Auto Body & Towing, Inc., be awarded the contract in the amount not-to-exceed \$2,569,215 for a term through March 31, 2031.

Staff also recommends a contingency amount for the contract for Beat No. 11/29 for future SBCTA-led Construction FSP (CFSP) services on the I-10. When it is determined that CFSP services are needed, 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 Contract No. 25-1003218 in a not-to-exceed amount of \$743,350 if and when that were to become necessary.

***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 2024/2025, and the proposed Budget for Fiscal Year 2025/2026.

***Reviewed By:***

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

***Responsible Staff:***

Rana Semaan, Management Analyst II

Approved  
General Policy Committee  
Date: June 11, 2025

Witnessed By:

## General Contract Information

Contract No: 25-1003218 Amendment No.: \_\_\_\_\_

Contract Class: Payable Department: Air Quality and Mobility

Vendor No.: 03251 Vendor Name: Royal Coaches Auto Body and Towing, Inc.

Description: Freeway Service Patrol Beat No. 11/29

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

Dollar Amount							
Original Contract		\$	2,569,215.00	Original Contingency		\$	743,350.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	2,569,215.00	Total Contingency Value		\$	743,350.00
	Total Dollar Authority (Contract Value and Contingency)					\$	3,312,565.00

## Contract Authorization

Board of Directors \_\_\_\_\_ Date: 7/2/2025 Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Other Contracts \_\_\_\_\_ Sole Source? No \_\_\_\_\_ N/A \_\_\_\_\_

State/Local \_\_\_\_\_ Freeway Service Patrol \_\_\_\_\_ N/A \_\_\_\_\_

## Accounts Payable

Estimated Start Date:				4/1/2026		Expiration Date:				3/31/2031		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			\$	2,569,215.00	\$	743,350.00	
GL:	2810	15	0704	0000	52001	42212001		Safe				513,843.00		-	
GL:	2820	15	0704	0000	52001	42213019		SP24-6507(042).24-100308				256,921.50		-	
GL:	2820	15	0704	0000	52001	42213020		SP25 6507(049). 25-100321				256,921.50		-	
GL:	2702	15	0704	0170	52001	42217718		1.FSP23SB1-6507(038).23-10				256,921.50		-	
GL:	2702	15	0704	0171	52001	42217718		1.FSP23SB1-6507(038).23-10				256,921.50		-	
GL:	2702	15	0704	0170	52001	42217720		1.FSP24SB1-6507(043).24-10				256,921.50		-	
GL:	2702	15	0704	0171	52001	42217720		1.FSP24SB1-6507(043).24-10				256,921.50		-	
GL:	2702	15	0704	0170	52001	42217724		P25SB1-6507(052) 25-10032				256,921.50		-	
GL:	2702	15	0704	0171	52001	42217724		P25SB1-6507(052) 25-10032				256,921.50		-	
GL:												-		-	
GL:	4110	40	0820	0821	52001	41100000		Sales Tax-MSI Fwy				-		743,350.00	
GL:												-			
GL:												-		-	
GL:												-		-	

Rana Semaan

Steve Smith

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS Beat11-29 [Revision 1] (11306 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

**CONTRACT NO. 25-1003218****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****ROYAL COACHES AUTO BODY & TOWING, INC.****FOR****FREEWAY SERVICE PATROL BEAT 11/29**

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 Royal Coaches Auto Body & Towing, Inc. ("CONTRACTOR"), whose address is 14828 Ramona Blvd. Baldwin Park, California 91706. SBCTA and CONTRACTOR 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**, 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 Rana Semaan 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, 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 the first of the following two written Notices 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 March 31, 2031, 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 Time & Materials basis for all obligations incurred in, or applied 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, Five Hundred Sixty-Nine Thousand, Two Hundred Fifteen Dollars (\$2,569,215). 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 CONTRACTOR'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 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 Intentionally Omitted.

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 Intentionally Omitted.

#### **ARTICLE 4. INVOICING**

4.1 Payment to CONTRACTOR 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 CONTRACTOR 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 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)

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

- 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 and its subcontractors for 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 the applicable NTP 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 Intentionally Omitted.
- 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 Project 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 to be performing Extra Work and is required to follow all FSP operational rules, policies and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be the contracted FSP service hourly rate in this Contract.

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 requires the authorization of SBCTA's Project 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**

Intentionally Omitted.

## **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) 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 and its representatives or 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 Work 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

### 9.3 Intentionally Omitted

## **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 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 Work, 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 Work. 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 AND DELIVERABLES**

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONTRACTOR shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONTRACTOR 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 12. TECHNICAL DIRECTION**

12.1 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:

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 and subcontractors; modifications to classifications, hourly rates and names of personnel in Exhibit B; 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. 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 the “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. 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.

#### **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 or veteran status. CONTRACTOR agrees to comply with the provisions of Executive Orders 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 and all subcontractors 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 and all subcontractors 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 as to the Work. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR. CONTRACTOR agrees that CONTRACTOR and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

#### **ARTICLE 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 Work. 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>
Bill Salazar	President & CEO
Juan (Johnny) Perez	FSP Program Manager
German (Danny) Fajardo	FSP Assistant Program Manager/Certificates and License Compliance
David Acevedo	FSP Assistant Program Manager/Quality Assurance
Miguel Coronado	FSP Assistant Program Manager/Construction FSP

#### **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, 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 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 the Work 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, agents and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA, 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 of or an unauthorized disclosure by CONTRACTOR or its employees, agents, or subcontractors; or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR 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 CONTRACTOR, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONTRACTOR or its subcontractors 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.
- 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. CONTRACTOR shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 18.5 All press releases, or press inquiries relating to the Work 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.
- 18.6 CONTRACTOR, its employees, agents and subcontractors 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 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 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.

- 19.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors as well as any materials furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
- 19.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 19.1.3 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, or to turn over Work in progress 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 or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work 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 finished and unfinished deliverables under this Contract prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.
- 19.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any payment for prospective profits or any damages because of such termination.

## **ARTICLE 20. STOP WORK ORDER**

Upon failure of CONTRACTOR or its subcontractors 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 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 broad 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 subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees 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 CONTRACTOR's 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 12 11 85, or if not available, then ISO Form CG 20 26, 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 subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

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 CONTRACTOR, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Work. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in 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 Work and extend to all aspects of the Work, with coverage limits dedicated solely to the Work. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Work-specific limits and identified premiums and meets all requirements described in contract.

## ARTICLE 23. INDEMNITY

### 23.1 Intentionally Omitted.

- 23.2 CONTRACTOR agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Highway Patrol (CHP), California Department of Transportation (Caltrans), 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. CONTRACTOR’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 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’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 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 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 or of CONTRACTOR’s subcontractor(s) 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**

- 32.1 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.
- 32.2 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.
- 32.3 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 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. CONTRACTOR shall notify SBCTA of any contact information changes within ten (10) business days of the change.

<b>To CONTRACTOR</b>	<b>To SBCTA</b>
14827 Ramona Blvd.	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Baldwin Park, CA 91706	<b>San Bernardino, CA 92410-1715</b>
Attn: Willam Salazar	<b>Attn: Rana Semaan</b>
Email: bill@royalcoaches.com	<b>Email: rseeman@gosbcta.com</b>
Phone: (626) 960-1824	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Juan (Johnny) Perez	<b>Copy: Procurement Manager</b>
Email: johnny@royalcoaches.com	<b>Email: procurement@gosbcta.com</b>

#### **ARTICLE 34. DISPUTES**

- 34.1 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 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 may be reviewed by a court of competent jurisdiction.
- 34.2 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 and acceptance by SBCTA upon completion of all Work.

#### **ARTICLE 37. CONFIDENTIALITY**

See Article 18.

#### **ARTICLE 38. EVALUATION OF CONTRACTOR**

CONTRACTOR'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 CONTRACTOR

for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if they submit 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.*, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, *et seq.*; U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide 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 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**

The State of California's General Prevailing Wage Rates are not applicable to this Contract.

#### **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 Work. 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: 25-1003218 (11306 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

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

**ROYAL COACHES AUTO BODY &  
TOWING, INC. A CALIFORNIA  
CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
William Salazar  
Chief Executive Officer

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

By: \_\_\_\_\_  
Ray Marquez  
President, Board of Directors

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

**APPROVED AS TO FORM**

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

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

**CONCURRENCE**

By: \_\_\_\_\_  
Alicia J. Bullock  
Procurement Manager

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

Attachment: 25-1003218 (11306 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

**EXHIBIT “A”**  
**“SCOPE OF WORK”**

Attachment: 25-1003218 Exhibit A (11306 : Award Contract No. 25-1003218 for FSP Services - Beat 11/29)

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA)  
 FREEWAY SERVICE PATROL (FSP)  
 BEAT NO. 11/29- INTERSTATE 10 (I-10) FROM SIERRA AVENUE  
 TO COUNTY LINE ROAD**

**1.0 SUMMARY SCOPE OF WORK**

**FSP PROGRAM PURPOSE SUMMARY**

The SBCTA FSP Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal 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 August 1, 2025):**

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," as well as drivers' training and inspections in accordance with section 5.0 "Drivers."

**NTP NO. 2 (ESTIMATED April 1, 2026):**

The deliverables associated with NTP No. 2 are the start of FSP program operations.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver" or "Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow truck 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 time limit, the Driver shall offer for the vehicle to be towed to a designated drop point identified by the CHP. The motorist can request that the FSP Driver 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 in adherence 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 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. 11/29 is two (2) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck. One (1) truck shall operate on I-10 from Sierra Ave. to Waterman Ave., and one (1) truck shall operate from Waterman Ave. to County Line Rd.

At times, SBCTA, a city, and/or Caltrans will have construction projects on the highways that may require Construction FSP ("CFSP"). Typically, this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or where 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 SBI funds. This is considered to be Extra Work as described in Section 4.9 of the contract and will 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 6:00 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 1:30 pm to 6:00 pm;
- Friday afternoon shift is scheduled from 11:30 am to 6:00 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 can make management-level decisions on behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at an 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.

## 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 always adhere to the SOP Manual. 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. 11/29 are at Interstate 10 (1-10) from Sierra Ave. to County Line Road. One (1) truck shall operate on I-10 from Sierra Ave. to Waterman Ave., and one (1) truck shall operate from Waterman Ave. to County Line Rd. Additional information regarding the beat limit service location is identified in SOW section 8.0 Beat Description and section 9.0 Beat Map.

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 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, CONTRACTOR 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 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 an FSP truck shall be no longer than five (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.

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 California law. 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 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 an 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. 11/29 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 (including 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, it is highly recommended that any questions regarding this policy be directed to the FSP CHP officers prior to implementation, as compliance with current State FSP standards is mandatory. 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.

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 current 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 which is something CHP would test for proficiency, they will do so for every driver that is tested by 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 3,000 Pounds-Extended	Cradle/ Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 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 spacer blocks or 2 wood blocks 4"x6"x12"
Bed Safety Lock	Motorcycle loader for flatbeds with (6) Utility/ Motorcycle straps
Tie Downs: * 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
(2) Wheel Tie Down Safety Straps with ratchets	Cradle/ Straps/ Chains
	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 shift. An Inspection form, which is in the FSP data collection tablet 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), **without exception**. 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 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 the negligence of 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). CONTRACTOR's 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 shall 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 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 an 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 forty-five (45) minute time period (after which point penalties begin to accrue).

### **C. Vehicle Breakdown and Other Missed Service**

An FSP-Certified Back-Up Tow Truck must be in service on the Beat within forty-five (45) 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 forty-five (45) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until an FSP-Certified Back-Up Tow Truck is provided. This forty-five (45) 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 an 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 an 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 an FSP-Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have an FSP-Certified Back-Up Tow Truck on the Beat within the forty-five (45) minute time period.

Please refer to the Contract 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 upon expiration or 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 and 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 expiration or 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*** 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 email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are always operational. 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. Storage in 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 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 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 concluded 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 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 passed 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 an SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass an FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Be issued an 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 DL64 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.

Drivers 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. Drivers 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, 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 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 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. The FSP program has a zero-tolerance drug/alcohol policy. Any FSP driver found in violation of this policy will be immediately removed from the FSP Program and may be arrested pursuant to SOP Section 2.4.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one-hour refresher training class/meeting each quarter, for a total of four hours of on- going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

### **Driver Equipment**

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange trim (must be only 2.5" wide), with a ½" silver reflective tape down the middle. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold colored nameplate shall be worn with the first initial of the first name and the 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 and navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn, which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

### FSP UNIFORM PHOTO EXAMPLES



## FSP UNIFORM STRIPE EXAMPLES



### 7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within 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 45 minutes of 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 daily and respond in a timely manner. Please see the contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

### 8.0 BEAT DESCRIPTIONS

Beat No.	Beat Description	One-Way Length in Miles	No. of Primary FSP Trucks in both AM and PM	No. of FSP certified Back-Up Tow Trucks
11/29	I-10 FROM SIERRA AVE TO COUNTY LINE ROAD	22.25	2	1

Please refer to Map of Beat No. 11/29 area

Beat 11/29 is scheduled to operate from 6:00 a.m. to 8:30 a.m. on Monday through Friday and from 1:30 p.m. to 6:00 pm (Monday through Thursday). On Fridays, the PM shift is from 11:30 a.m. to 6:00 p.m.

FSP Beat No. 11/29 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. One (1) truck shall operate on I-10 from Sierra Ave. to Waterman Ave., and one (1) truck shall operate from Waterman Ave. to County Line Rd.

## 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: 1,898 hours.

**SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the Contract.**

All Beats may be asked to participate in possible SBCTA "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 number 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 seven (7) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: 1-10 from Indian Hill Boulevard (Los Angeles County line) to Sierra Avenue
3. Beat 11/29: 1-10 from Sierra Avenue to County Line Road (Riverside County line)
4. Beat 14: 1-215 Center Street from the Riverside County line to Devore Road
5. Beat 23: 1-15 from the Riverside County line to Sierra Avenue
6. Beat 27: 1-15 from Sierra Avenue to Oak Hill Road
7. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 11/29 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," and 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 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 except for 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”**  
**“COMPENSATION SUMMARY ”**

**COMPENSATION SUMMARY<sup>1</sup>**

<b>FIRM</b>	<b>PROJECT TASKS/ROLE</b>	<b>COST</b>
Royal Coaches Auto Body & Towing, Inc.	Freeway Service Patrol Beat 11/29	\$2,569,215
<b>TOTAL COSTS</b>		<b>\$ 2,569,215.00</b>

<sup>1</sup> Board of Directors authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

**EXHIBIT “C”**  
**“SUMMARY OF FSP VIOLATIONS AND PENALTIES”**

## 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.

Relevant section	Description of violation	Penalty
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	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.

## ***Minute Action***

AGENDA ITEM: 8

***Date:*** June 11, 2025

***Subject:***

Mobile Source Air Pollution Reduction Review Committee Clean Transportation Funding – Fiscal Year 2024/2025 Project Nomination List Submittal

***Recommendation:***

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

Approve submittal of the following priority project nomination list for Fiscal Year 2024/2025 Mobile Source Air Pollution Reduction Review Committee Clean Transportation Funding:

1. \$3,000,000 to the Highland/Redlands Regional Connector Project.
2. \$1,000,000 to support free fare transit service for San Bernardino County operators during the 2028 Olympic and Paralympic Games.
3. \$750,000 to Regional Rideshare Integration and Enhancement Project

***Background:***

The Mobile Source Air Pollution Reduction Review Committee (MSRC) has issued its Fiscal Year 2024/2025 Clean Transportation Funding™ Invitation to Negotiate (ITN), requesting proposals from the San Bernardino County Transportation Authority (SBCTA) for eligible clean air projects. The ITN includes both a regional program opportunity, the Regional Rideshare Integration and Enhancement Project that will directly allocate \$725,000 to SBCTA, and the Transportation Demand Management (TDM) County Transportation Commission (CTC) Partnership Program that directly allocates \$4 million to each CTC in the South Coast Air Basin for innovative TDM and air pollution reduction projects.

SBCTA, in coordination with local agency staff, has developed a proposed project nomination list for submittal under the MSRC's TDM CTC Partnership Program FY 2024/2025 program. The list includes two projects:

- **\$3,000,000 for the Highland/Redlands Regional Connector Project.**

The SBCTA Planning Department is requesting \$3,000,000 in MSRC funding to support the Highland/Redlands Regional Connector Project, an active transportation corridor that the Board of Directors (Board) has prioritized as part of the agency's Carbon Reduction Program strategy. The project addresses a key infrastructure gap between the City of Highland and the City of Redlands, providing bicycle and pedestrian improvements along Orange Street and Boulder Avenue. These improvements will enhance access to schools, employment centers, parks, transit services, and the future Santa Ana River Trail. The project supports SBCTA's regional goals of improving safety, expanding multimodal transportation options, and enhancing community connectivity. It includes a combination of Class I, II, and IV bikeways, enhanced pedestrian crossings, and supporting infrastructure designed to increase active transportation usage and reduce reliance on single-occupant vehicles. The project is included in SBCTA's prioritized list of CRP-eligible projects and aligns with MSRC program objectives to reduce emissions through investments in non-motorized transportation infrastructure.

*Entity: San Bernardino County Transportation Authority*

- **\$1,000,000 to support free fare transit service for San Bernardino County operators during the 2028 Olympic and Paralympic Games (Games).**

The TDM CTC Partnership Program emphasizes supporting upcoming mega-events, and SBCTA has had great success in increasing transit ridership through promotional, reduced, and free fare campaigns. The Transit & Rail Department is requesting \$1,000,000 in funding to support free fares for San Bernardino County transit operators during the 2028 Games. This initiative will ensure that the County of San Bernardino residents and visitors have seamless access to public transportation and key destinations across the region during the Games. With the Games being promoted as car-free, the proposal aligns with broader regional messaging and presents an opportunity to encourage new riders to experience transit during the event. The initiative aims to reduce barriers to trying transit during the Games, encourage behavioral shifts, increase long-term transit ridership, and raise public awareness of public transit options in the County of San Bernardino. If funding is secured, SBCTA staff will coordinate with San Bernardino County transit operators, including Metrolink, Omnitrans, Victor Valley Transit Authority, Mountain Transit, Basin Transit, and Needles Area Transit, to implement the initiative during the designated period.

The Regional Rideshare Integration and Enhancement Project is for a defined Scope of Work provided by MSRC. The project will result in automated ride-matching and transit planning tools, streamline data and reporting, and integrate the San Diego Association of Governments into the database to increase rideshare adoption. The regional rideshare software and database currently includes the Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Authority, SBCTA, and Ventura County Transportation Commission.

These proposals are intended to align with the MSRC program's air quality and mobility goals and are consistent with previously approved Board priorities. Proposals are due no later than August 1, 2025, and will be evaluated by the MSRC Technical Advisory Committee through a public review and contract negotiation process.

On June 3, 2025, SBCTA received a letter from the Southern California Regional Rail Authority (SCRRA) requesting that the four CTC's within the SCAQMD consider dedicating the TDM Program funding to enhanced Metrolink regional rail service during upcoming major sporting events. While staff acknowledges and appreciates Metrolink's efforts to expand regional rail service for these events, our approach reflects the understanding that multiple transit operators within our county will be impacted and should be considered in the funding strategy. Staff recommends that the remaining funds be used for SBCTA-led priorities that deliver long-term mobility improvements and air quality benefits beyond the scope of these temporary events.

No funds have been awarded at this time. Upon submittal, the projects will be considered for funding as part of the MSRC's FY 2024–2027 Work Program. If selected, SBCTA would return to the Board for approval to enter into any funding agreement required by the MSRC and initiate project implementation.

General Policy Committee Agenda Item  
June 11, 2025  
Page 3

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

***Reviewed By:***

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

***Responsible Staff:***

Dulce Spencer, Grants Analyst

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Approved  
General Policy Committee  
Date: June 11, 2025  
Witnessed By:

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San Bernardino County Transportation Authority



## Regional Rideshare Integration and Enhancement Project

Invitation to Negotiate Issued to the San Bernardino County  
Transportation Authority

April 4, 2025

## I INTRODUCTION

This Invitation to Negotiate (ITN) is presented to the San Bernardino County Transportation Authority (SBCTA) and requests submission of a proposal to develop and implement a Regional Rideshare Integration and Enhancement Project. The purpose of the project is to incorporate San Diego commuters and their employers into the existing Regional Rideshare database.

It is expected that the Regional Rideshare Integration and Enhancement Project will result in an automated clustering and transit matching tools, employer engagement modules, and streamlined data tracking to enhance commuter support and increase rideshare adoption. This will be facilitated through a partnership between SBCTA, who is the existing regional rideshare platform/database provider on behalf of the on behalf of the CTC Transportation Demand Management Partnership, and the San Diego Association of Governments (SANDAG).

The Regional Rideshare Integration and Enhancement Project will establish a public-facing rideshare and vanpool website for commuters traveling to or from San Diego County, modeled after the existing CTC ride matching websites. Additionally, it will unify all systems under a centralized database, streamlining ride matching and ensuring seamless connections for commuters regardless of their origin or destination within a six-county region.

In addition to the integration of San Diego County commuters into the existing Regional Rideshare Database, enhancements will be implemented to enhance the regional rideshare platform's overall effectiveness. These enhancements may include, but are not limited to:

- Employer Car/vanpool Clustering Module – Enhance the rideshare system by introducing a clustering module that automates the grouping of potential rideshare arrangements within a worksite and adjacent sites, facilitating the formation and expansion of carpools and vanpools. Additionally, the module would identify routes where car/vanpools could benefit from carpool lanes or express lanes, particularly those offering free or reduced tolls for rideshare arrangements with three or more participants;
- Employer Transit Service/Potential Rider Module – Enhance the rideshare system with a new module that identifies and summarizes viable transit options for employer transportation coordinators and potential riders at worksites across the region. This module would match potential transit riders with suitable routes. Additionally, it would include a function that allows employer transportation coordinators or program administrators/consultant staff to efficiently engage groups of potential riders using customizable templated communications;
- Automated Post Survey Employer Support Module – Automate post-survey support for employer transportation coordinators through tools such as IE Commuter's Sustainable Transportation Action Report program. This includes generating potential car/vanpool

cluster maps, transit routes/rider maps, and corresponding lists. The module will also feature a function that enables employer transportation coordinators or program administrators to efficiently engage groups of potential car/vanpoolers or transit riders using customizable, templated communications;

- Enhanced Multimodal Trip Planning Module – Upgrades to the current platform and account registration process to support trip planning for a broader range of markets beyond traditional employers and commuters. The enhancement would aggregate options such as fixed-route transit, on-demand services, specialized transit, bike or car share, micromobility, park & ride facilities, and other transportation choices, providing users with seamless trip itineraries and comprehensive transportation options;
- Higher Education Campus Module – Enhance the regional rideshare system by adapting its functions and capabilities to meet the specific needs of higher education campuses and students. This module would offer tailored features such as student-specific trip planning, student-only ride matching, and rideshare incentives designed to encourage students to share rides to and from campus.

Partner funding and in-kind contributions, including SANDAG funding, CTC staff and consultant time, and resources for employer/commuter support, are expected to leverage MSRC funding. Investments in addition to MSRC funding may provide subsidies for newly formed vanpools, incentives for new rideshare participants, and paid and earned media campaigns to promote the ride matching program.

Emission reductions attributable to increased ridesharing will be tracked through new rideshare match accounts and by measuring shifts from single-occupant vehicle trips to shared transportation modes including carpools, vanpools, and public transit. Documentation of these mode shifts will be included in reporting submitted to MSRC by SBCTA.

## **II GENERAL REQUIREMENTS & CONDITIONS**

The following requirements and conditions apply to a proposal submitted by SBCTA in response to this ITN:

1. Funding Availability - The total amount of MSRC Clean Transportation Funding™ allocated for the SBCTA Regional Rideshare Integration and Enhancement Project is \$725,000.
2. Project Completion Deadlines – The Regional Rideshare Integration and Enhancement Project must be implemented within 48 months of contract execution.

3. Reporting Requirements – Reporting requirements for the Regional Rideshare Integration and Enhancement Project will include quarterly progress reports and a Final Report.
4. Audit Requirements – In accordance with state law, all projects funded with MSRC Clean Transportation Funding™ are subject to audit. It is highly recommended that SBCTA employ standard government accounting practices when administering their MSRC co-funded project.
5. Additional Requirements & Conditions on MSRC Program Funding
  - Projects funded under this ITN are not eligible to receive additional MSRC funds under any other current Work Program category or any future MSRC Work Program;
  - MSRC funding over and above the original contract amount will not be available for any reason, including project cost overruns. SBCTA must use funding sources other than MSRC funds to cover foreseen or unforeseen project cost increases;
  - Project management costs necessary to implement demonstration projects are allowable; however, the MSRC reserves the right to reduce or delete project management costs that appear excessive;
  - MSRC funds will be distributed on a reimbursement basis upon completion of the approved project milestone and submittal of all required reports and invoices;
  - Certificate of Insurance or Letter of Self Insurance - SBCTA must provide a Certificate of Insurance or Letter of Self Insurance within 45 days of notification of a funding award.

## II PROPOSAL CONTENT

The requested proposal format includes the following elements:

- Work Plan – It is requested that SBCTA provide a thorough, but concisely written, work plan for the Regional Rideshare Integration and Enhancement Project. The information provided will be the primary source material for the development of a sole-source contract Statement of Work. The Work Plan should, to the extent feasible, include specific information as it pertains to each element of the Regional Rideshare Integration and Enhancement Project.
- Schedule of Contract Deliverables – SBCTA is asked to specify the deliverables that will result from project implementation for each element of the Work Plan. This information will be used to develop a Schedule of Contract Deliverables that will be included in the Contract.
- Proposed Budget/Cost Breakdown – It is requested that SBCTA provide a Cost Breakdown as a function of Work Plan elements. To the extent know, co-funding commitments from

other Project partners, including but not limited to participating County Transportation Commissions, should be identified and included in the Cost Breakdown.

- Project Implementation Schedule – Include a project implementation schedule depicting key milestones, expected project completion dates, etc. It is anticipated the project will be completed within 48 months of contract execution; however, SBCTA may propose an alternative project implementation schedule.

### III PROPOSAL SUBMITTAL

SBCTA should respond to this ITN by submitting a proposal in the requested format. It is requested that the proposal be submitted no later than August 1, 2025. Should SBCTA require additional time, the MSRC reserves the right to extend the proposal acceptance period at their discretion.

The proposal may be submitted via email and should be addressed to Cynthia Ravenstein, MSRC Program Administrator:

Cynthia Ravenstein  
21865 Copley Drive  
Diamond Bar, CA 91765  
[Cravenstein@AQMD.gov](mailto:Cravenstein@AQMD.gov)  
(909) 396-3269

Submitted proposals shall be considered public information and may be made publicly available. The MSRC, MSRC Technical Advisory Committee (MSRC-TAC), and typically their subcommittees are required to discuss matters at public meetings and are subject to the Brown Act and the California Public Records Act.

### IV PROPOSAL REVIEW

A Subcommittee of the MSRC Technical Advisory Committee (MSRC-TAC) will evaluate the proposal received from SBCTA for conformance to MSRC and South Coast AQMD requirements. The Subcommittee will make recommendations to the full MSRC-TAC, who will in turn advise the MSRC. Upon approval by the MSRC, a sole-source contract will be pursued between the South Coast AQMD, on behalf of the MSRC, and SBCTA.



# Transportation Demand Management CTC Partnership Program

A Funding Opportunity to Enhance Mobility  
While Improving Air Quality in the  
South Coast Air Quality Management District

Invitation to Negotiate

April 4, 2025

## I INTRODUCTION

The purpose of this Invitation to Negotiate is to partner with County Transportation Commissions (CTCs) that have historically taken the lead in implementing transportation demand management (TDM) strategies and provide a flexible funding opportunity to implement innovative projects that have high potential to reduce significant numbers of automobile trips and vehicle miles traveled. In addition, projects that stimulate the use of lower-emitting technologies, especially those coupled with traditional TDM strategies are sought; this could include, but is not limited to, the use of zero emission vehicles in shared ride projects, or the implementation of electric vehicle charging infrastructure at public transit facilities.

Thus, in offering funding to the CTCs, the MSRC's expectation is to stimulate the implementation of innovative TDM projects throughout the South Coast AQMD region. A primary goal of the MSRC is to provide funds that can be used to match other sources of funding; it is expected that the infusion of MSRC funds will allow TDM projects to be implemented both sooner and on a broader scale.

The MSRC views the CTCs as the appropriate partner for TDM projects, as the CTCs typically solicit and co-fund the majority of TDM projects within their respective jurisdictions. Thus, the CTCs have the best overall perspective regarding the need for TDM strategies within their respective regions as well as knowledge of where funding can most effectively be applied.

While each CTC has the opportunity to identify which priority programs are proposed for MSRC co-funding, CTCs are encouraged to assess and consider partnering with MSRC on projects that either prepare for, or directly implement, transportation demand management and air pollution reduction strategies supportive of upcoming major events, including but not limited to the 2026 FIFA World Cup, 2027 Super Bowl, and 2028 Los Angeles Olympics and Paralympic Games.

It is understood that each CTC has ambitious plans for TDM demonstration and expansion within their region. Undoubtedly, the funding needs for each CTC jurisdiction greatly exceed the funding available from all sources. Because each CTC could easily expend any level of funding offered by the MSRC, and given that MSRC funding is limited, the CTC Partnership Program will offer each Transportation Commission an equal share of the available \$16M; thus, each CTC is eligible for \$4.0M in MSRC Clean Transportation Funding™. As stated above, the MSRC anticipates that this amount will be significantly leveraged with other funding sources.

The MSRC also understands that the burden for wisely investing MSRC funds, including project identification and selection, oversight, and reporting, largely rests with the CTCs. In recognition

of the CTCs accepting these responsibilities, the MSRC will reciprocate by offering the CTCs a high degree of flexibility in implementing air quality improvement-oriented TDM/TCM projects within their jurisdiction. This flexibility extends to project type and implementation schedule, as the MSRC is fully aware that each CTC has unique requirements from a timeline perspective.

The MSRC does require, however, that projects implemented with Clean Transportation Funding™ focus on air quality improvements. Examples of potentially eligible TDM project categories include the following; however, all proposed projects would be evaluated on their merits and potential for reducing criteria air pollutant motor vehicle emissions:

- TDM Strategies to Support Major International Events, including the 2026 FIFA World Cup, 2027 NFL Superbowl, and 2028 Olympics and Paralympics. This might include projects that focus on moving large numbers of event patrons between venues using zero-emission modes, as well as mitigating congestion impacts on day-to-day transportation operations. Examples include, but are not limited to:
  - Mobility Hub Development and Activation
  - On-Demand Shared Mobility
  - Event-Focused Ridesharing Programs
- Non-Event Car Sharing/Bike Sharing Projects
- Transit Efficiency Improvements
- Transit Information Technology
- Other Active Transportation projects
- “First mile, Last Mile” Strategies that are effective in eliminating trips and VMT
- Transit Trainer Programs Targeting Discretionary Single Occupant Motor Vehicle Trips
- Transit Pass Incentives Targeting Current Single Occupant Motorists

The MSRC recognizes that the expertise for designing TDM projects resides with the CTCs; thus, other project categories are potentially eligible if they offer meaningful criteria air pollutant emission reductions. Please note the determination of project eligibility will remain the sole authority of the MSRC.

Each of the four South Coast AQMD CTCs are encouraged to submit a Proposal for MSRC funding consideration in accordance with the guidelines outlined in the following Sections. An approximately three-month window has been established to accept proposals commencing on April 4, 2025 and ending August 1, 2025. Proposals may be submitted at any time during that period and will be considered for funding upon receipt. Additionally, a CTC may submit multiple

proposals for MSRC funding consideration throughout the proposal acceptance period, up to the not to exceed amount of \$4.0M.

## II GENERAL REQUIREMENTS & CONDITIONS

The MSRC's Transportation Demand Management - CTC Partnership Program has been designed to offer maximum flexibility while ensuring conformance to all applicable South Coast AQMD procurement policies and procedures and MSRC administrative policies. Thus, the following requirements and conditions apply to each CTC:

1. **Earliest Date for an MSRC Co-funded Project to Commence** – The release date of this Invitation to Negotiate, April 4, 2025, will be the earliest date work on a project can commence and be potentially eligible for funding. The MSRC is not intending to modify and hereby reaffirms its previously adopted policy on scope changes and pre-contract costs that any expenditures made in anticipation of a contract and before the execution of a contract are solely at prospective contractor's risk. If no contract is executed MSRC/AQMD are not in any way liable for payment of any funds expended pre-contract. Reimbursement of said expenses are discretionary with the MSRC/AQMD.
2. **Funding Availability** - The total amount of MSRC Clean Transportation Funding™ allocated for the CTC Partnership Program is \$16.0M. Each CTC within the South Coast AQMD is eligible to receive a maximum of \$4.0M under the Partnership Program on a sole-source contract award basis.
3. **Eligibility Requirements** – Only County Transportation Commissions within the South Coast AQMD are eligible to submit a proposal under the Program. Other public and private entities, including but not limited to transit operators, local governments, public agencies, traffic engineering firms, urban planning firms, etc., are welcome to participate as a subcontractor to a County Transportation Commission.
4. **Project Completion Deadlines** – All projects should be designed such that they can be fully implemented within 60 months of contract execution.
5. **Reporting Requirements** – The reporting requirements established for the Program are intended to ensure adequate monitoring of the use of public funds, while avoiding the imposition of excessive reporting burdens on the funding recipients. Individual reporting requirements will be a function of the type of project proposed; however, reporting typically includes quarterly progress reports as well as a Final Report.

6. Audit Requirements – In accordance with state law, all projects funded with MSRC Clean Transportation Funding™ are subject to audit. It is highly recommended that applicants employ standard government accounting practices when administering their MSRC co-funded project.
7. Additional Requirements & Conditions on MSRC Program Funding
  - Projects funded under the MSRC CTC Partnership Program are not eligible to receive additional MSRC funds under any other current or future MSRC Work Program;
  - Projects awarded MSRC funding under a previous Work Program are not eligible to receive additional MSRC funding under this Program;
  - MSRC funding over and above the original contract amount will not be available for any reason, including project cost overruns. CTCs must use funding sources other than MSRC funds to cover foreseen or unforeseen project cost increases;
  - Project management costs necessary to implement demonstration projects are allowable; however, the MSRC reserves the right to reduce or refuse to reimburse project management costs that appear excessive;
  - MSRC funds will be distributed on a reimbursement basis upon completion of the approved project milestone and submittal of all required reports and invoices;
  - Certificate of Insurance or Letter of Self Insurance - All CTCs that accept an MSRC funding award must provide a Certificate of Insurance or Letter of Self Insurance within 45 days of notification of a funding award.

### III PROPOSAL CONTENT

In an effort to reduce the paperwork burden, a concise proposal format has been adopted for the Transportation Demand Management - CTC Partnership Program. There are three (3) primary parts to be completed, as follows:

- Work Plan – This proposal element outlines the various TDM projects or programs for which MSRC funding is sought. The information provided will be the primary source material for the development of a sole-source contract Statement of Work. The Work Plan should, to the extent feasible, include specific information as it pertains to each TDM project(s) selected for implementation.
- Proposed Budget – This proposal element delineates how the CTC proposes to invest their appropriation of MSRC Clean Transportation Funding™. As with the Work Plan, it is preferred that the CTC provide cost information at the “per project” level. However, under

an anticipated Call for Projects scenario, definitized cost information may not be readily available. Thus, the CTC may provide a draft Budget, with the knowledge that additional specificity will be added through a subsequent submission. At a minimum, CTCs should specify what limit they would place on MSRC funding as a percentage of individual project costs. Please note that the goal of the MSRC is to significantly leverage Clean Transportation Funding™; thus, CTCs are encouraged to maximize the use of other funding sources and limit the use of MSRC funds to cases where the availability of MSRC funding is a deciding factor in a project's viability.

- Implementation Schedule – This final proposal element requests the submittal of a schedule depicting key milestones, anticipated project completion dates, etc. There is a high level of flexibility associated with the 60 months of contract execution.

### III PROPOSAL SUBMITTAL

Proposals can be submitted by a CTC anytime between the dates of April 4, 2025 and August 1, 2025. As this is a sole source solicitation, the MSRC reserves the right to modify the proposal acceptance period at their discretion, including granting additional proposal preparation time without penalty.

Proposals may be submitted in any manner, including e-mail, and should be addressed to Cynthia Ravenstein, MSRC Program Administrator:

Cynthia Ravenstein  
21865 Copley Drive  
Diamond Bar, CA 91765  
[Cravenstein@AQMD.gov](mailto:Cravenstein@AQMD.gov)  
(909) 396-3269

Submitted proposals shall be considered public information and may be made publicly available. The MSRC, MSRC Technical Advisory Committee (MSRC-TAC), and typically their subcommittees are required to discuss matters at public meetings and are subject to the Brown Act and the California Public Records Act.

### IV PROPOSAL REVIEW

A Subcommittee of the MSRC-TAC will evaluate each proposal received for conformance to MSRC goals and Program requirements. The Subcommittee will make recommendations to the full MSRC-TAC, who will in turn advise the MSRC. Upon approval by the MSRC, a sole-source contract

will be pursued between the South Coast AQMD, on behalf of the MSRC, and each CTC. Proposals will be evaluated as received.

## ***Minute Action***

### AGENDA ITEM: 9

***Date:*** June 11, 2025

***Subject:***

Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026

***Recommendation:***

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

- A. Approve revisions to Policy No. 31602, SBCTA Real Property, to clarify payment of complex review fees and to authorize the Executive Director to write off uncollected fees up to \$2,500.
- B. Conduct a public hearing, pursuant to Government Code Section 66018, to consider approving an increase of fees charged for application, amendment, appeal, engineering review, complex review, and annual administration fees.
- C. Adopt Resolution No. 25-064, establishing the schedule of fees collected under Policy No. 31602, SBCTA Real Property, for grants of use of SBCTA real property.

***Background:***

On July 2, 2014, the Board of Directors (Board) approved Rail Property Policy No. 31602 (Policy), which set forth the policies, procedures, delegations of authority, and bases for imposing fees and charges associated with ownership, management, and grants of rights of use of San Bernardino County Transportation Authority (SBCTA) Rail Property; Resolution No. 14-027, which established fees and charges for the Rail Property; and templates for license agreements and various grants of rights of use and documents pertaining to management of Rail Property.

During the development of policies, templates, fees, and charges, the management of SBCTA rail property was outsourced to a consultant. In 2021, SBCTA created an additional right-of-way staff position, began to manage rail properties internally, and revised the title of Policy No. 31602 from SBCTA Rail Property to SBCTA Real Property. As of March 2025, SBCTA's rail assets portfolio included approximately 1,173 licenses, leases, and agreements, generating roughly \$282,000 in annual revenue.

Since more than ten years have passed since the fixed fee schedule for administrative fees was adopted, staff conducted a cost study analysis to determine the amount of staff and legal services, time, and other SBCTA expenses that were associated with typical grants of rights of use. This analysis is the basis for the schedule of fees and charges attached to Resolution No. 25-064. This Resolution ensures fees and charges collected pursuant to Policy No. 31602 fully recover SBCTA's costs and expenses associated with grants of rights of use.

As to granting the Executive Director authority to write off fees, Policy No. 31602 Part IX.G grants the Executive Director to waive fees but does not address uncollected fees.

Accordingly, an update to Policy No. 31602 is recommended. The proposed changes are summarized as follows:

- a. Revision of language in Part IX Section A, separating engineering review from the base application fee, establishing a minimum Engineering Review Fee, and conforming

*Entity: San Bernardino County Transportation Authority*

## General Policy Committee Agenda Item

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language regarding additional engineering reviews or complex reviews to reference the new Engineering Review Fee rather than the Application Fee.

- b. Addition of Part IX Section I to grant the Executive Director authority to write off uncollected fees, not to exceed \$2,500 per year per grant of use, where the Executive Director has determined it is in the best interests of SBCTA to do so. Written-off fees will be reported to the Board as part of the Bi-Annual Grant of Use Report of Executive Director actions taken pursuant to authority Policy No. 31602.

Pursuant to Government Code Section 66018, SBCTA must conduct a public hearing prior to considering an increase of fees charged for application, amendment, appeal, complex review, and annual administration so that the Board may hear testimony and evidence before making findings of facts that such increases are necessary and limited to the amounts required to cover SBCTA's reasonable regulatory costs.

Consistent with Policy No. 31602, IX.F, Resolution No. 25-064 authorizes the Executive Director to increase the use fees annually using the Consumer Price Index. Resolution No. 25-064 supersedes Resolution No. 14-027 and Resolution No. 20-051.

As best practice, staff will conduct a cost study analysis every five years to determine if an increase to SBCTA's grant of use fees is needed, and any recommended changes will be presented to the Board for final approval.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. The right of entry application and use fees are included in the adopted Budget for Fiscal Year 2025/2026 and will be received in the Rail Assets Fund in Program 30, Transit.

***Reviewed By:***

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

***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Manager

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Approved  
General Policy Committee  
Date: June 11, 2025

Witnessed By:

San Bernardino County Transportation Authority	<b>Policy</b>	<b>31602</b>
Adopted by the Board of Directors July 2, 2014	Revised	<del>10/06/21</del> 076/024/25
<b>SBCTA Real Property</b>	Revision No.	<del>32</del>

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

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## I. PURPOSE

This policy establishes guidelines, delegations of authority, and bases for imposing fees and charges, associated with ownership, management and grants of rights of use of real property owned by SBCTA.

## II. REFERENCES

California Government Code § 6066  
 Policy 10006, Authority to Act Upon Certain Claims  
 Policy 11000, Procurement and Special Risk Assessment  
 Policy 34509, Project Development and Program Management Signatory and Approval Authority

## III. DEFINITIONS

**“AMTRAK”** – means the National Railroad Passenger Corporation.

**“BNSF”** – means Burlington Northern Santa Fe Railway, or any applicable related entity or affiliate.

**“Board of Directors”** – means the legislative body of SBCTA.

**“Board”** – means the Board of Directors or such committee or other body comprised of members of the Board of Directors, as the Board of Directors may designate.

**“Encroachment”** – means any use of, or entry upon, any property without a written grant of right of use from SBCTA.

**“Executive Director”** – means the Executive Director of SBCTA and shall be deemed to include any designee specified by the Executive Director to act in his or her place.

**“Grant of Right of Use”** – means any permit, license, lease, or easement duly authorized, executed and issued by SBCTA in writing, that expressly authorizes a specific use of SBCTA Property. A grant of right of use is valid only for that specific kind, quantity, time, duration, and quality of use, and only by the Permittee, as expressly set forth in the grant of right of use. Any use exceeding or differing from that set forth in the grant of right of use is an encroachment.

**“Longitudinal use”** – means the installation of aerial or subsurface wires, pipes, conduits, fibers or other facilities or improvements that are placed lengthwise along the right-of-way, rather than transverse (i.e., across) it.

**“Operator”** – means any and all applicable persons or entities having any right to operate any railroad or transit service over or along any SBCTA Property, including but not limited to BNSF, UPRR, SCRRA, and AMTRAK, any successor in interest to any of them, and any other person or entity with a present right, or a right hereafter acquired or created, to operate a railroad or transit service on SBCTA Property.

**“Permittee”** – means the person or entity to whom the grant of right of use is issued.

**“Railroad Operating Envelope”** – means the right-of-way area within 20 feet of the centerline of any railroad tracks used or useable for railroad operations.

**“SANBAG Entity(ies)”** – means SBCTA’s predecessor, San Bernardino Associated Governments, and its various entities, including but not limited to, the San Bernardino County Transportation Commission.

**“SBCTA”** – means the San Bernardino County Transportation Authority.

**“SBCTA Authority”** – means the officer, official or body possessing or delegated authority to approve or execute the respective grants of right-of-use as set forth in this policy.

**“SBCTA Property”** – means any real property in which SBCTA has any right, title or interest.

**“SCRRA”** – means Southern California Regional Rail Authority, also known as Metrolink.

**“Temporary Construction Easement” or “TCE”** – means an easement granted in favor of an adjoining landowner for a limited duration of time for the purpose of carrying out construction of a project on adjoining property.

**“UPRR”** – means Union Pacific Railroad, or any applicable related entity or affiliate.

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#### IV. POLICY

All grants of right of use for SBCTA Property will be authorized and managed in accordance with the following provisions. This policy shall not affect existing grants of right of use entered into prior to the effective date of this Policy, but shall apply to amendments, extensions, terminations, assignments or other material changes to such pre-existing grants.

Any SBCTA Property subject to the terms and conditions of a cooperative agreement which provides that another agency is responsible for managing and/or operating such property is exempt from the provisions of this policy. Property acquired in connection with construction of an SBCTA project, which property SBCTA will dispose of after completion of the project, are exempt from the provisions of this policy.

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#### V. TYPES OF GRANTS OF RIGHT OF USE

**A. Easements.** Easements are generally disfavored. Easements which may impact existing or future rail operations will be granted only when compelled by law or when necessary to protect SBCTA from liability. Only easements in favor of a public utility for the sole purpose of providing utility service to SBCTA property; easements needed to relocate an existing public utility easement having prior rights as against SBCTA’s interest in the property, where the need for relocation was caused by a SBCTA project; and TCEs in favor of a public agency for the purpose of construction of a public project on adjoining public property and having a term of one year or less, may be approved and executed by the Executive Director. All other easements must be approved by the Board.

#### **B. Leases.**

1. **SBCTA Property.** Leases are generally disfavored but may be considered on a case-by-case basis for station areas, buildings and other property that is not within the Railroad Operating Envelope, and will not be needed for transportation purposes within three years. Leases may be approved and executed by the Executive Director where all findings and requirements of this policy have been met, the term of the lease is not more than 5 years, and the fair market rental value of the property subject of the lease, as determined according to the provisions of Section IX of this policy, does not exceed \$5,000 per month. All other leases of SBCTA Property require Board review and approval.
2. **Santa Fe Depot.** Notwithstanding Subsection 1 above, leasing of space within the Santa Fe Depot shall be subject to the following:
  - a. Notices requesting offers to lease shall be posted in the SBCTA offices, mailed or emailed to any person who has filed a written request with SBCTA for such notice, and published in a newspaper of general circulation as provided in Government Code § 6066. All such notices

shall be posted, mailed or emailed, and published at least 15 days prior to accepting any offers to lease. All requests to receive notices of offers to lease shall be renewed annually.

- b. Notices requesting offers to lease shall describe the property proposed to be leased, the terms of the lease, and the location where offers to lease will be accepted.
  - c. The Executive Director is authorized to approve and execute leases processed in accordance with this section, so long as the lease term is for 5 years or less.
  - d. Board approval is required for all leases exceeding 5 years, and for renewals/extensions of leases originally approved and executed by the Executive Director that extend the original lease term to longer than 5 years.
- C. Licenses.** Licenses are favored when the proposed use is expected to continue longer than 30 days. Licenses may be granted and executed by the Executive Director. However, where the use proposed is a longitudinal use of more than 1,000 feet in length, the license shall require Board approval.
- D. Permits.** Permits are favored when the proposed use is reasonably expected to continue for less than 30 days, or for a longer period if being granted to a contractor for the purpose of conducting work necessary to establish a longer-term use allowed by license agreement to another party, such as the construction of an underground pipeline or conduit crossing of the property. Permits may be approved and executed by the Executive Director. There are three kinds of permits issued by SBCTA:
- 1. **Right of Entry Permit.** A Right of Entry permit is issued where temporary access to property is needed for short-term activities such as, but not limited to: environmental studies; property surveys; and the construction, maintenance, or renovation of an improvement or facility, either on SBCTA Property pursuant to a license, lease, or easement, or on adjoining property belonging to another party.
  - 2. **Special Event Permit.** A Special Event Permit is issued where the applicant will be using SBCTA Property to conduct a special event, such as, but not limited to, a party, sale, show, festival, sporting event, or filming of a motion picture or television. It shall be issued in substantially the same form as a Right of Entry Permit. However, the Executive Director is authorized to condition, add to, delete from, and/or modify the Right of Entry Permit form to address the special circumstances and/or risks presented by the particular Special Event, including the power to lessen or waive SBCTA's protections, with the advice and approval of General Counsel.
  - 3. **Special Right of Entry Permit.** A Special Right of Entry permit is issued when an adjoining property owner needs access to SBCTA Property for mutually beneficial purposes not involving significant risks and hazards, such as, but not limited to, lot-line fence repair, graffiti removal, vegetation removal, minor maintenance, etc. Where meeting the insurance requirements as stipulated by the Risk Manager or Director of Special Projects and Strategic Initiatives would be an economic hardship on the applicant and the Risk Manager and/or General Counsel determines that the level of risk involved does not require more protection for SBCTA, a Special Right-of-Entry Permit may be issued with a release of liability and indemnity agreement and the insurance requirements may be reduced or waived.

## VI. PRINCIPLES AND AUTHORITY TO EXECUTE GRANTS OF RIGHT OF USE

- A. Limitations on Authority.** No SBCTA employee, officer or agent, or any other person, has any authority to promise, commit or bind SBCTA to any grant of right of use, or to execute or issue any written grant of right of use except as specifically set forth in this policy. Any grant of right of use promised, executed or issued without strict compliance with this policy shall be void, unless authorized by a valid action of the Board. Notwithstanding any delegation of authority in this policy, no grant of right of use involving the closure of operating rail lines, for any period of time, may be granted or issued except by a valid action of the Board.
- B. Approved Templates.** All grants of rights of use shall be issued on the templates approved as to form by General Counsel. The Executive Director, with the approval of General Counsel, shall have power to alter or amend the form of the template for a particular transaction where necessary or desirable to protect SBCTA's interests, including but not limited to the imposition of conditions as set forth in Section VII, subsection D below, but shall not have the power to lessen or waive SBCTA's protections, except

as specifically authorized in this policy or by the Board. Any agreement to lessen or waive SBCTA's protections as previously approved by Board shall require Board approval and the payment of the Appeal Fee to cover the cost of processing the request to the Board.

- C. Extensions, Renewals and Amendments.** Except as provided in V.B., any extension, renewal or amendment of any grant of right of use may be granted and executed by the same level of SBCTA Authority authorized to initially grant such right of use if the extension, renewal or amendment would have qualified as an initial grant of right of use under this policy, whether or not the initial grant of right of use predates the adoption of this policy.
- D. Termination of Grant of Right of Use.** Any grant of right of use may be terminated in accordance with its terms by the same level of SBCTA Authority as is authorized to grant such right of use under this policy whether or not the grant of right of use predates the adoption of this policy.
- E. Consent to Assignment, Assumption or Sublease.** Consent to Assignment, Assumption or Sublease of any grant of right of use may be granted by the same level of SBCTA Authority as is authorized to grant such right of use under this policy, whether or not the grant of right of use predates the adoption of this policy provided that the assignee/assumer/sublessee and its proposed use meet all requirements of this policy independently of the original Permittee and all required findings for the original approval of a grant of right of use are met.
- F. Encroachment/Trespass/Nuisance.** Any encroachment is hereby declared to be a trespass and a public nuisance and the Executive Director, with the advice and approval of General Counsel, is hereby authorized to take all actions, including but not limited to the filing of court actions, necessary or appropriate to enforce SBCTA's rights and remedies, and, when, where and to the extent legally permitted, to abate or eject any and all such trespasses/nuisances. In appropriate cases, where the encroaching use would have qualified, or could be corrected to qualify, for a grant of right of use under this policy, all required findings set forth in this policy can be made, and the encroacher/ trespasser satisfactorily demonstrates trustworthiness and willingness to comply with all requirements, the encroachment/trespass may be remedied by compliance with required corrections and subsequent granting of a right of use, payment of fees and charges in accordance with and subject to all of the provisions of this policy and payment of costs incurred by SBCTA in enforcing its rights. The Executive Director is authorized to negotiate and compromise the amounts of back fees, charges owed, and costs to be collected, up to the amount of his or her authority level authorized under Policy 10006, with the advice and approval of General Counsel.
- G. Discretionary Actions.** Wherever any grant of right of use, regardless of the level of SBCTA Authority originally approving it, provides or implies that SBCTA has any discretion to take or refrain from any action or give any notice, the Executive Director, with the advice and approval of General Counsel, is hereby authorized to exercise such discretion on SBCTA's behalf.
- H. Insurance Requirements.** In most cases, insurance will be required for all grants of right of use. All insurance requirements will be determined and approved by SBCTA's Risk Manager or Deputy Executive Director ~~Director of Special Projects and Strategic Initiatives~~. Modifications to the insurance requirements will be made pursuant to SBCTA Policy 11000 Section XI when applicable.
- I. Inspections.** After the grant of right of use has been approved and is being used, SBCTA may, but shall not be required to, conduct an annual or other periodic inspection of the property to verify the Permittee's compliance with the terms and conditions of the grant of right of use and that the use has not created unforeseen safety or use compatibility issues. The cost of the periodic inspection shall be included in the Annual Administrative Fee described below. However, SBCTA may inspect as frequently as it deems necessary or desirable, in its sole discretion, where the nature of the use or the results of a prior inspection indicate that it is in SBCTA's best interests, or those of the public, to do so. The Permittee shall pay a fee, set by the Board from time to time, for each such subsequent inspection within 30 days of the applicable inspection. Failure to submit to any inspection or to pay the Inspection Fee shall result in termination of the grant of right of use.
- J. Exceptions.** Where the Board has approved or authorized exceptions to or deviations from the requirements of this policy, the Executive Director shall have authority to execute any grant of right of use document implementing such Board approval or authorization, when approved by General Counsel.

## VII. EXECUTIVE DIRECTOR AUTHORITY.

**A. Approval of Grant of Right of Use.** The Executive Director shall not approve, grant or execute a grant of right of use without first doing all of the following:

1. Make all of the following findings concerning the proposed use and prospective user, based upon reliable, verified information and evidence:
  - a. It is in the best interest of SBCTA to issue the grant of right of use.
  - b. The prospective user is creditworthy, can meet the insurance requirements of SBCTA, and demonstrates sufficient financial responsibility to fulfill all obligations under the grant of right of use.
  - c. Neither the use nor any work needed to establish the use, including but not limited to grading, excavation, boring, paving, etc., will interfere with or adversely affect any present or future City, County, Caltrans, Operator, or SBCTA transportation uses, projects or operations, or any SBCTA property or facilities, whether or not rail- or transportation-related.
  - d. Any and all required building and/or occupancy permits or other governmental authorizations have been obtained by the prospective user under the current applicable zoning regulations and code requirements.
  - e. The proposed use is not illegal, would not constitute a public or private nuisance, is not contrary to public or SBCTA policy, would not create a dangerous or unsafe condition, and is compatible with nearby property uses.
  - f. The proposed use does not create a park or recreational use of the SBCTA Property subjecting the SBCTA Property to federal Rule 4(f) requirements, as set forth in 49 U.S.C. §303, 23 U.S.C. §138, and/or Title 23 Code of Federal Regulations 774, or otherwise change the nature of the primary use of the SBCTA Property.
  - g. The proposed use conforms to SBCTA policies and requirements affecting the proposed use and the SBCTA Property, and to all applicable government permits, approvals, and regulations, and complies with any agreements affecting the SBCTA Property, including those with Operators or adjoining landowners.
  - h. The proposed use is not intended to meet any city, county, state, federal, or other regulatory code requirements imposed on the tenants of adjoining or nearby property or public facility.
  - i. It has been found by the responsible lead agency, or otherwise proven, to be exempt from the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA), or the requirements of CEQA and NEPA have been previously fulfilled, such that SBCTA shall have no responsibility or liability for compliance with CEQA or NEPA.
  - j. It does not pose an environmental risk from hazardous materials or violate environmental laws.
  - k. The fees and charges required to be paid by the prospective user constitute a fair market return on the property or comply with the SBCTA Schedule of Fees and Charges, or that SBCTA is precluded by law from charging a higher fee.
2. Verify that the prospective user has delivered to SBCTA all of the following:
  - a. Valid insurance certificates documenting compliance with all applicable SBCTA and Operator insurance requirements, including required additional insured endorsements.
  - b. Proof that all other applicable requirements of any Operator have been met, including but not limited to, roadway worker protections, safety training, flagging, permits, and indemnity.
  - c. All required fees and charges, including use fees for the initial period of use.
  - d. Documentation of CEQA/NEPA compliance, where SBCTA is not the lead agency with regards to CEQA/NEPA.

3. Verify that the form of the grant of right of use has been approved by General Counsel, and evidence of insurance has been reviewed and approved by SBCTA's Risk Manager.
- B. Conditions.** The Executive Director is empowered to impose conditions on any grant of right of use to assure that the necessary findings, standards, specifications, and other regulations will be met and that SBCTA's best interests and public safety are adequately protected.
  - C. Board Approval.** Where the Executive Director believes that the facts and circumstances of the application or the use raise policy questions best decided by the Board, the application may be presented to the Board for their determination without first denying the application.
  - D. Title to SBCTA Property.** The Executive Director is authorized to take all actions and execute all documents necessary or desirable to transfer any SBCTA Property currently held in the name of any SANBAG Entity to the San Bernardino County Transportation Authority, with the approval of General Counsel.
  - E. Emergency Expenditures.** In the event of an emergency or discovery of a dangerous condition of any SBCTA Property, the Executive Director is authorized to expend or authorize expenditures of funds from grant of right of use revenues or other available funds pursuant to SBCTA Policy 11000 Section VI.D.

## VIII. SPECIFIC USES

- A. Signs.** Only the Board may approve a grant of right of use for a permanent sign structure.
- B. Roads and Pathways.** Only the Board may approve a grant of right of use for a long-term (longer than sixty (60) days) road, driveway, bikeway, pathway or similar use. Additional insurance may be required by the Risk Manager.
- C. Uses Open to Invitees or the Public.** Uses open to invitees of the Permittee or to the public may be subject to additional insurance requirements by the Risk Manager, special conditioning by the Executive Director, and liability review by General Counsel prior to approval.
- D. Filming.** Permittees of grants of rights of use for purposes of filming shall not engage in or stage dangerous stunts, pyrotechnical scenes, explosions, etc. Additional insurance may be required by the Risk Manager.
- E. Baldwin Park Branch.** The primary use for the Baldwin Park Branch right of way is for rail transit purposes. The immediate implementation of rail service is not planned, but SBCTA does not wish to permit any activity which would either preclude or make difficult the future implementation of rail service on this important and irreplaceable 20-mile corridor. Notwithstanding this, SBCTA encourages compatible uses within the right of way which further public purposes and improve the quality of life.

## IX. FEES AND CHARGES – NOT APPLICABLE TO THE SANTA FE DEPOT

### A. Application Fee

1. **Payment of Fee.** Each prospective user shall pay, at the time of filing the application, a non-refundable Application Fee in an amount set by the Board from time to time by resolution. The Application Fee shall be for the purpose of recovering the full estimated cost for all processing, reviews, and analysis of applications for, issuance of, and management of grants of rights of use, including but not limited to the cost of employees' and contractors' time and, attorney and engineering review of SBCTA template agreements, for the protection of SBCTA's interests over the term of the grant of right of use, and for all anticipated SBCTA administrative and overhead costs for the initial 12 month (or part thereof) period of use.
2. **Engineering Review Fee.** Where engineering expertise is needed to properly review the proposed use, a non-refundable Engineering Review Fee will apply to cover a minimum of four hours of engineering review. If greater than four hours of engineering review is required, then an additional deposit may be required, and any Engineering Review Fees collected will be credited towards deposits required under Complex Reviews/Additional Fees.

**2.3. Separate Fee for Subsequent Reviews.** If the application is rejected or withdrawn, and is resubmitted for a new review, with or without changes, after the application has been processed for submittal to the Executive Director for approval/rejection, the applicant shall separately pay the Application Fee and, if applicable, Engineering Review Fee for each such subsequent review.

**3.4. Complex Reviews/Additional Fees.** Where the nature of the proposed use, and/or other facts and circumstances relative to the application make it clear that the cost of the amount of time or level of expertise, including but not limited to legal and/or engineering expertise, needed to properly review the application will significantly exceed the estimated full cost recovery as set forth in the adopted Application and/or Engineering Review Fees, the Executive Director may require the applicant to pay the full actual cost of processing and reviewing the application. The adopted ~~Application~~ Application and Engineering Review Fee amount shall then be a deposit against such full actual costs for engineering and/or legal review, and the Executive Director may require the deposit of such additional amounts as are reasonably calculated to estimate the full actual cost prior to processing the application or at any time prior to approval or denial. Upon approval or denial of the application, an accounting shall be made, and any overpayment returned to the applicant, and any deficiency shall be paid to SBCTA prior to issuance of any grant of right of use. Failure to deposit any such amounts shall be grounds for denial of the application without further processing.

**5. Consent Assignment, Assumption, Subleases Fee.** At the time of submittal of a request for Consent to an assignment or assumption of a license or lease, or a sublease, the applicant shall pay a non-refundable Application Fee.

~~4. **Engineering Review Fee.** Where engineering expertise is needed to properly review the proposed use, a minimum Engineering Review Fee will apply.~~

**B. Administration Fee.** Each Permittee shall pay annually on or before the anniversary of the date of issuance of the grant of right of use, an Administration Fee in an amount set by the Board from time to time by resolution. The Administration Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, inspection, insurance and compliance reviews, and other anticipated administrative costs of the grant of right of use for the following 12-month period of use.

**C. Use Fee.**

In addition to the Administration Fee, each Permittee shall pay a Use Fee upon the issuance of the grant of right of use and each year thereafter on the anniversary of the issuance date throughout the term of the grant of right of use. In the case of leases, the Use Fee may be denominated as "Rents", and the terms "Use Fee" and "fee" or "fees" as used in this Policy where including Use Fees, shall include Rents for leases. Depending upon the type of use, the Use Fee shall be either a Fixed Use Fee or a Fair Market Use Fee.

1. **Fixed Use Fee.** The Board may approve by resolution Fixed Use Fees for certain permitted uses where the Board determines a fair market-based fee may be reasonably calculated in advance of receipt of an application for a grant of right of use.

2. **Fair Market Use Fee.** The Board may designate by resolution the imposition of Fair Market Use Fees for certain uses of SBCTA Property, and the establishment of minimum amounts for such Fair Market Use Fees. Where the Board has by resolution approved a Fair Market Use Fee for certain uses, the Executive Director shall establish the annual Fair Market Use Fee for each specific grant of right of use based upon a consideration of each of the following information sources, to the extent available, which shall be documented in the file for the grant of right of use:

- a. appraisal data related to the acquisition of property for SBCTA projects;
- b. rent/use fees of other nearby and comparable SBCTA grants of rights of use;
- c. comparable sales and/or rents of adjacent properties;
- d. right-of-way rent/use fees charged by railroads, utilities, and other private entities and public agencies (e.g., transit agencies, cities, counties and state) that have comparable rights of way near the subject SBCTA Property;

- e. relevant value and rate information and opinions gathered from qualified local real estate professionals, such as brokers, property managers and agents; and
  - f. appraised value of neighboring properties (commonly referred to as “Across the Fence” or ATF values) as determined by a periodic appraisal of SBCTA’s ROW properties.
3. Fair Market Use Fees for Transverse or Longitudinal uses shall be based on a minimum 10’ wide facility corridor.
  4. Where insufficient information is available upon which to base a determination of Fair Market Use Fee, or where the information that is available is inconsistent or contradictory, the Executive Director may negotiate a Fair Market Use Fee value at a rate intended to maximize SBCTA’s economic return on the SBCTA Property. The Executive Director shall document the considerations used in setting or agreeing to the value.
  5. Where more than one potential user is or could be interested in pursuing an exclusive grant of right of use (such as, but not limited to, a commercial parking lot, a pumpkin or Christmas tree lot or other sales outlet), the Executive Director may authorize a competitive bid or proposal process to determine which party receives a grant of right of use, and the highest bid/proposal from an acceptable applicant meeting all criteria of this policy shall be considered the Fair Market Use Fee.
  6. The principles set forth in this Subsection C shall apply to Rents charged for Lease Agreements under this policy.
  7. Revenue Sharing. For commercial uses generating revenue on SBCTA Property, and where the Board has designated the use by resolution to be subject to a Fair Market Use Fee, the Executive Director may authorize or negotiate a use fee in the form of a percentage of the Permittee’s earned revenue as part of, an offset to, in addition to, or in lieu of the applicable fee or rent when the Executive Director determines it is in SBCTA’s best interests to do so and all other requirements of this Policy have been met.
  8. Pursuant to Board Action taken October 1, 2014, the County of San Bernardino and the incorporated cities and towns located within said county are exempt from the collection of Use Fees imposed by this Policy.
- D. Extension Fee.** Each Permittee shall pay SBCTA, upon submittal of a request for an extension of a grant of right of use, an Extension Fee in an amount set by the Board from time to time by resolution. The Extension Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, and document preparation of the extension.
- E. Appeal Fee.** The cost to appeal an Executive Director decision to the Board or to apply to the Board for a waiver or reduction of a requirement set by this policy shall be set by the Board from time-to-time by resolution at estimated full cost recovery. The appeal fee shall be paid by the Appellant at the time of submitting an Appeal to SBCTA. The appeal fee shall also be paid by the applicant whenever an application for a grant of right of use is referred to the Board for consideration at the request of the applicant. This fee shall be in addition to the applicable Application Fee.
- F. Adjustments.** Fees shall be adjusted annually to reflect the increase in the Consumer Price Index and, where applicable, shall be studied and adjusted periodically to reflect changes in fair market rates.
- G. Waivers.** The Executive Director may approve waivers or reductions of, or off-sets against, the Board-approved fees and charges to the extent that SBCTA receives value, consideration and/or benefit from the use or the Permittee, or that the Executive Director determines it is in the best interests of SBCTA to do so.
- H. Reporting.** The Executive Director shall report to the Board at a duly noticed public meeting at least once each year regarding all grants of right of use issued, amended, denied, and/or terminated, including all fees and charges for each, the bases on which all Fair Market Use Fees were established, and the amounts and bases for any reductions or waivers approved.
- H.I. Uncollected Write-off of Fees.** The Executive Director may write off uncollected sums of up to \$2,500, per year per grant of use, when the Executive Director determines it is in the best interests of SBCTA to do so.

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## **X. APPEALS**

### **A. Executive Director Decision.**

The following decisions by the Executive Director are appealable by a Permittee or applicant for a grant of right of use:

1. Denial of an application for issuance, amendment, extension, or assignment of a grant of right of use;
2. Establishment of a Fair Market Use Fee;
3. Termination of a grant of right of use;
4. Imposition of a condition; or
5. Any other discretionary decision permitted under this Policy.

### **B. Appeal Procedures.**

An appeal of an Executive Director Decision by a Permittee or applicant shall comply with the following procedures:

1. Permittee or applicant (Appellant) shall submit a written appeal to the SBCTA Board addressed to the SBCTA Board President, 1170 West Third Street, Second Floor, San Bernardino, California 92410, within five business days of the Executive Director Decision, and shall include the Appeal Fee. The appeal shall set out in specific detail the factual basis for appeal of the Executive Director Decision and include all supporting evidence and documentation, and shall be submitted under penalty of perjury.
  2. The Board President shall have authority to, in his or her sole discretion: act as the impartial Hearing Officer and hear the appeal; refer it to an impartial Hearing Officer who may be a SBCTA officer or employee, but may not be the Executive Director or any other employee who has participated in the review of the application or the decision being appealed; or refer it to the full Board, the Board Transit Committee, the Board General Policy Committee, or the Board Metro Valley Study Session, which shall then act as the Appeal Board. Such determination shall be made based upon the need for timely resolution of the appeal, complexity of the facts and circumstances or issues raised by the appeal, the nature of policy issues to be decided, and other relevant facts and circumstances.
    - a. If a Hearing Officer is used, the hearing shall be set for no more than 10 business days after receipt of the appeal, and the Appellant shall be given not less than 5 business days' notice of the time and place of the appeal hearing.
    - b. If an Appeal Board is used, the hearing shall be set for the next regular meeting of the body designated as the Appeal Board which will take place at least 15 business days after the filing of the appeal.
  3. The Hearing Officer or Appeal Board shall consider only such facts, evidence and documentation as is submitted in the form of a declaration under penalty of perjury or is provided under oath at the appeal hearing.
  4. The Hearing Officer or Appeal Board shall render a decision and provide notice of the decision to the Appellant within 15 business days after the conclusion of the appeal hearing. The decision of the Hearing Officer or Appeal Board shall be final.
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## XI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	07/02/14
1	<p>Part I – Reaffirm Policy 31600 Baldwin Park Branch language inadvertently omitted from Policy 31602</p> <p>Part II – Update definitions reflecting a change to SBCTA from SANBAG</p> <p>Part III Section A – Remove Form of Title as SBCTA is a singular entity.</p> <p>Part III Section B Subsection 12 – Reference Executive Director Authority pursuant to Policy 11000 to ensure consistency between policies.</p> <p>Part III Section C Subsection 1 – Change permittee to prospective user as not all requests for a grant of right of use will result in a grant of right of use, and other clarifying language updates.</p> <p>Part III Section C Subsection 2 – Formally require prospective users to provide documentation of environmental compliance.</p> <p>Part III Section F – Update Insurance Minimum Requirements to close possible coverage gaps.</p> <p>Part V Section C Subsection 8 added reference to Board action waving fees for SANBAG member agencies.</p> <p>Changes approved by the Board on March 6, 2019, Agenda Item 16.</p>	03/06/19
2	<p>Part I – revised to indicate this policy applies to all Real Property and not just Rail Property.</p> <p>Part II – added references</p> <p>Part III – revised definitions to reflect the change from Rail to Real Property</p> <p>Part V Section B Subsection 2 – added provisions for leases for Santa Fe Depot facility which were previously under Policy 11000.</p> <p>Part VII Section D minimum insurance requirements were deleted as insurance language and limits will be established for each lease or license agreement.</p> <p>Part IX Section A minor corrections.</p> <p>Overall update of terms throughout the policy and reorganize some of the clauses to simplify the policy.</p> <p>Changes approved by the Board on October 6, 2021, Agenda Item 3.</p>	10/06/21
3	<p><u>Part IX Section A Subsection 3 – revised revised to separate engineering review from the application fee and added a new subsection at subsection 2-to indicate payment of a minimum Complex Engineering Review Fee when applicable and collection of actual review cost prior to execution, existing subsections renumbered to accommodate the inserted subsection. Clarified language in Payment of Fee, Separate Fee for Subsequent Reviews, and Complex Reviews/Additional Fees concerning scope of the respective fees in relation to the Engineering Review Fee</u></p> <p><u>Part IX Section "I" – added to allowdefine- Executive Director authority limits to write off uncollected fees.</u></p>	07/02/25

San Bernardino County Transportation Authority	<b>Policy</b>	<b>31602</b>
Adopted by the Board of Directors July 2, 2014	Revised	07/02/25
<b>SBCTA Real Property</b>	Revision No.	3

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

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## I. PURPOSE

This policy establishes guidelines, delegations of authority, and bases for imposing fees and charges, associated with ownership, management and grants of rights of use of real property owned by SBCTA.

## II. REFERENCES

California Government Code § 6066  
 Policy 10006, Authority to Act Upon Certain Claims  
 Policy 11000, Procurement and Special Risk Assessment  
 Policy 34509, Project Development and Program Management Signatory and Approval Authority

## III. DEFINITIONS

**“AMTRAK”** – means the National Railroad Passenger Corporation.

**“BNSF”** – means Burlington Northern Santa Fe Railway, or any applicable related entity or affiliate.

**“Board of Directors”** – means the legislative body of SBCTA.

**“Board”** – means the Board of Directors or such committee or other body comprised of members of the Board of Directors, as the Board of Directors may designate.

**“Encroachment”** – means any use of, or entry upon, any property without a written grant of right of use from SBCTA.

**“Executive Director”** – means the Executive Director of SBCTA and shall be deemed to include any designee specified by the Executive Director to act in his or her place.

**“Grant of Right of Use”** – means any permit, license, lease, or easement duly authorized, executed and issued by SBCTA in writing, that expressly authorizes a specific use of SBCTA Property. A grant of right of use is valid only for that specific kind, quantity, time, duration, and quality of use, and only by the Permittee, as expressly set forth in the grant of right of use. Any use exceeding or differing from that set forth in the grant of right of use is an encroachment.

**“Longitudinal use”** – means the installation of aerial or subsurface wires, pipes, conduits, fibers or other facilities or improvements that are placed lengthwise along the right-of-way, rather than transverse (i.e., across) it.

**“Operator”** – means any and all applicable persons or entities having any right to operate any railroad or transit service over or along any SBCTA Property, including but not limited to BNSF, UPRR, SCRRA, and AMTRAK, any successor in interest to any of them, and any other person or entity with a present right, or a right hereafter acquired or created, to operate a railroad or transit service on SBCTA Property.

**“Permittee”** – means the person or entity to whom the grant of right of use is issued.

**“Railroad Operating Envelope”** – means the right-of-way area within 20 feet of the centerline of any railroad tracks used or useable for railroad operations.

**“SANBAG Entity(ies)”** – means SBCTA’s predecessor, San Bernardino Associated Governments, and its various entities, including but not limited to, the San Bernardino County Transportation Commission.

**“SBCTA”** – means the San Bernardino County Transportation Authority.

**“SBCTA Authority”** – means the officer, official or body possessing or delegated authority to approve or execute the respective grants of right-of-use as set forth in this policy.

**“SBCTA Property”** – means any real property in which SBCTA has any right, title or interest.

**“SCRRA”** – means Southern California Regional Rail Authority, also known as Metrolink.

**“Temporary Construction Easement” or “TCE”** – means an easement granted in favor of an adjoining landowner for a limited duration of time for the purpose of carrying out construction of a project on adjoining property.

**“UPRR”** – means Union Pacific Railroad, or any applicable related entity or affiliate.

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#### IV. POLICY

All grants of right of use for SBCTA Property will be authorized and managed in accordance with the following provisions. This policy shall not affect existing grants of right of use entered into prior to the effective date of this Policy, but shall apply to amendments, extensions, terminations, assignments or other material changes to such pre-existing grants.

Any SBCTA Property subject to the terms and conditions of a cooperative agreement which provides that another agency is responsible for managing and/or operating such property is exempt from the provisions of this policy. Property acquired in connection with construction of an SBCTA project, which property SBCTA will dispose of after completion of the project, are exempt from the provisions of this policy.

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#### V. TYPES OF GRANTS OF RIGHT OF USE

**A. Easements.** Easements are generally disfavored. Easements which may impact existing or future rail operations will be granted only when compelled by law or when necessary to protect SBCTA from liability. Only easements in favor of a public utility for the sole purpose of providing utility service to SBCTA property; easements needed to relocate an existing public utility easement having prior rights as against SBCTA’s interest in the property, where the need for relocation was caused by a SBCTA project; and TCEs in favor of a public agency for the purpose of construction of a public project on adjoining public property and having a term of one year or less, may be approved and executed by the Executive Director. All other easements must be approved by the Board.

#### **B. Leases.**

1. **SBCTA Property.** Leases are generally disfavored but may be considered on a case-by-case basis for station areas, buildings and other property that is not within the Railroad Operating Envelope, and will not be needed for transportation purposes within three years. Leases may be approved and executed by the Executive Director where all findings and requirements of this policy have been met, the term of the lease is not more than 5 years, and the fair market rental value of the property subject of the lease, as determined according to the provisions of Section IX of this policy, does not exceed \$5,000 per month. All other leases of SBCTA Property require Board review and approval.
2. **Santa Fe Depot.** Notwithstanding Subsection 1 above, leasing of space within the Santa Fe Depot shall be subject to the following:
  - a. Notices requesting offers to lease shall be posted in the SBCTA offices, mailed or emailed to any person who has filed a written request with SBCTA for such notice, and published in a newspaper of general circulation as provided in Government Code § 6066. All such notices

shall be posted, mailed or emailed, and published at least 15 days prior to accepting any offers to lease. All requests to receive notices of offers to lease shall be renewed annually.

- b. Notices requesting offers to lease shall describe the property proposed to be leased, the terms of the lease, and the location where offers to lease will be accepted.
  - c. The Executive Director is authorized to approve and execute leases processed in accordance with this section, so long as the lease term is for 5 years or less.
  - d. Board approval is required for all leases exceeding 5 years, and for renewals/extensions of leases originally approved and executed by the Executive Director that extend the original lease term to longer than 5 years.
- C. Licenses.** Licenses are favored when the proposed use is expected to continue longer than 30 days. Licenses may be granted and executed by the Executive Director. However, where the use proposed is a longitudinal use of more than 1,000 feet in length, the license shall require Board approval.
- D. Permits.** Permits are favored when the proposed use is reasonably expected to continue for less than 30 days, or for a longer period if being granted to a contractor for the purpose of conducting work necessary to establish a longer-term use allowed by license agreement to another party, such as the construction of an underground pipeline or conduit crossing of the property. Permits may be approved and executed by the Executive Director. There are three kinds of permits issued by SBCTA:
- 1. **Right of Entry Permit.** A Right of Entry permit is issued where temporary access to property is needed for short-term activities such as, but not limited to: environmental studies; property surveys; and the construction, maintenance, or renovation of an improvement or facility, either on SBCTA Property pursuant to a license, lease, or easement, or on adjoining property belonging to another party.
  - 2. **Special Event Permit.** A Special Event Permit is issued where the applicant will be using SBCTA Property to conduct a special event, such as, but not limited to, a party, sale, show, festival, sporting event, or filming of a motion picture or television. It shall be issued in substantially the same form as a Right of Entry Permit. However, the Executive Director is authorized to condition, add to, delete from, and/or modify the Right of Entry Permit form to address the special circumstances and/or risks presented by the particular Special Event, including the power to lessen or waive SBCTA's protections, with the advice and approval of General Counsel.
  - 3. **Special Right of Entry Permit.** A Special Right of Entry permit is issued when an adjoining property owner needs access to SBCTA Property for mutually beneficial purposes not involving significant risks and hazards, such as, but not limited to, lot-line fence repair, graffiti removal, vegetation removal, minor maintenance, etc. Where meeting the insurance requirements as stipulated by the Risk Manager or Director of Special Projects and Strategic Initiatives would be an economic hardship on the applicant and the Risk Manager and/or General Counsel determines that the level of risk involved does not require more protection for SBCTA, a Special Right-of-Entry Permit may be issued with a release of liability and indemnity agreement and the insurance requirements may be reduced or waived.

## VI. PRINCIPLES AND AUTHORITY TO EXECUTE GRANTS OF RIGHT OF USE

- A. Limitations on Authority.** No SBCTA employee, officer or agent, or any other person, has any authority to promise, commit or bind SBCTA to any grant of right of use, or to execute or issue any written grant of right of use except as specifically set forth in this policy. Any grant of right of use promised, executed or issued without strict compliance with this policy shall be void, unless authorized by a valid action of the Board. Notwithstanding any delegation of authority in this policy, no grant of right of use involving the closure of operating rail lines, for any period of time, may be granted or issued except by a valid action of the Board.
- B. Approved Templates.** All grants of rights of use shall be issued on the templates approved as to form by General Counsel. The Executive Director, with the approval of General Counsel, shall have power to alter or amend the form of the template for a particular transaction where necessary or desirable to protect SBCTA's interests, including but not limited to the imposition of conditions as set forth in Section VII, subsection D below, but shall not have the power to lessen or waive SBCTA's protections, except

as specifically authorized in this policy or by the Board. Any agreement to lessen or waive SBCTA's protections as previously approved by Board shall require Board approval and the payment of the Appeal Fee to cover the cost of processing the request to the Board.

- C. Extensions, Renewals and Amendments.** Except as provided in V.B., any extension, renewal or amendment of any grant of right of use may be granted and executed by the same level of SBCTA Authority authorized to initially grant such right of use if the extension, renewal or amendment would have qualified as an initial grant of right of use under this policy, whether or not the initial grant of right of use predates the adoption of this policy.
- D. Termination of Grant of Right of Use.** Any grant of right of use may be terminated in accordance with its terms by the same level of SBCTA Authority as is authorized to grant such right of use under this policy whether or not the grant of right of use predates the adoption of this policy.
- E. Consent to Assignment, Assumption or Sublease.** Consent to Assignment, Assumption or Sublease of any grant of right of use may be granted by the same level of SBCTA Authority as is authorized to grant such right of use under this policy, whether or not the grant of right of use predates the adoption of this policy provided that the assignee/assumer/sublessee and its proposed use meet all requirements of this policy independently of the original Permittee and all required findings for the original approval of a grant of right of use are met.
- F. Encroachment/Trespass/Nuisance.** Any encroachment is hereby declared to be a trespass and a public nuisance and the Executive Director, with the advice and approval of General Counsel, is hereby authorized to take all actions, including but not limited to the filing of court actions, necessary or appropriate to enforce SBCTA's rights and remedies, and, when, where and to the extent legally permitted, to abate or eject any and all such trespasses/nuisances. In appropriate cases, where the encroaching use would have qualified, or could be corrected to qualify, for a grant of right of use under this policy, all required findings set forth in this policy can be made, and the encroacher/ trespasser satisfactorily demonstrates trustworthiness and willingness to comply with all requirements, the encroachment/trespass may be remedied by compliance with required corrections and subsequent granting of a right of use, payment of fees and charges in accordance with and subject to all of the provisions of this policy and payment of costs incurred by SBCTA in enforcing its rights. The Executive Director is authorized to negotiate and compromise the amounts of back fees, charges owed, and costs to be collected, up to the amount of his or her authority level authorized under Policy 10006, with the advice and approval of General Counsel.
- G. Discretionary Actions.** Wherever any grant of right of use, regardless of the level of SBCTA Authority originally approving it, provides or implies that SBCTA has any discretion to take or refrain from any action or give any notice, the Executive Director, with the advice and approval of General Counsel, is hereby authorized to exercise such discretion on SBCTA's behalf.
- H. Insurance Requirements.** In most cases, insurance will be required for all grants of right of use. All insurance requirements will be determined and approved by SBCTA's Risk Manager or Deputy Executive Director. Modifications to the insurance requirements will be made pursuant to SBCTA Policy 11000 Section XI when applicable.
- I. Inspections.** After the grant of right of use has been approved and is being used, SBCTA may, but shall not be required to, conduct an annual or other periodic inspection of the property to verify the Permittee's compliance with the terms and conditions of the grant of right of use and that the use has not created unforeseen safety or use compatibility issues. The cost of the periodic inspection shall be included in the Annual Administrative Fee described below. However, SBCTA may inspect as frequently as it deems necessary or desirable, in its sole discretion, where the nature of the use or the results of a prior inspection indicate that it is in SBCTA's best interests, or those of the public, to do so. The Permittee shall pay a fee, set by the Board from time to time, for each such subsequent inspection within 30 days of the applicable inspection. Failure to submit to any inspection or to pay the Inspection Fee shall result in termination of the grant of right of use.
- J. Exceptions.** Where the Board has approved or authorized exceptions to or deviations from the requirements of this policy, the Executive Director shall have authority to execute any grant of right of use document implementing such Board approval or authorization, when approved by General Counsel.

## VII. EXECUTIVE DIRECTOR AUTHORITY.

**A. Approval of Grant of Right of Use.** The Executive Director shall not approve, grant or execute a grant of right of use without first doing all of the following:

1. Make all of the following findings concerning the proposed use and prospective user, based upon reliable, verified information and evidence:
  - a. It is in the best interest of SBCTA to issue the grant of right of use.
  - b. The prospective user is creditworthy, can meet the insurance requirements of SBCTA, and demonstrates sufficient financial responsibility to fulfill all obligations under the grant of right of use.
  - c. Neither the use nor any work needed to establish the use, including but not limited to grading, excavation, boring, paving, etc., will interfere with or adversely affect any present or future City, County, Caltrans, Operator, or SBCTA transportation uses, projects or operations, or any SBCTA property or facilities, whether or not rail- or transportation-related.
  - d. Any and all required building and/or occupancy permits or other governmental authorizations have been obtained by the prospective user under the current applicable zoning regulations and code requirements.
  - e. The proposed use is not illegal, would not constitute a public or private nuisance, is not contrary to public or SBCTA policy, would not create a dangerous or unsafe condition, and is compatible with nearby property uses.
  - f. The proposed use does not create a park or recreational use of the SBCTA Property subjecting the SBCTA Property to federal Rule 4(f) requirements, as set forth in 49 U.S.C. §303, 23 U.S.C. §138, and/or Title 23 Code of Federal Regulations 774, or otherwise change the nature of the primary use of the SBCTA Property.
  - g. The proposed use conforms to SBCTA policies and requirements affecting the proposed use and the SBCTA Property, and to all applicable government permits, approvals, and regulations, and complies with any agreements affecting the SBCTA Property, including those with Operators or adjoining landowners.
  - h. The proposed use is not intended to meet any city, county, state, federal, or other regulatory code requirements imposed on the tenants of adjoining or nearby property or public facility.
  - i. It has been found by the responsible lead agency, or otherwise proven, to be exempt from the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA), or the requirements of CEQA and NEPA have been previously fulfilled, such that SBCTA shall have no responsibility or liability for compliance with CEQA or NEPA.
  - j. It does not pose an environmental risk from hazardous materials or violate environmental laws.
  - k. The fees and charges required to be paid by the prospective user constitute a fair market return on the property or comply with the SBCTA Schedule of Fees and Charges, or that SBCTA is precluded by law from charging a higher fee.
2. Verify that the prospective user has delivered to SBCTA all of the following:
  - a. Valid insurance certificates documenting compliance with all applicable SBCTA and Operator insurance requirements, including required additional insured endorsements.
  - b. Proof that all other applicable requirements of any Operator have been met, including but not limited to, roadway worker protections, safety training, flagging, permits, and indemnity.
  - c. All required fees and charges, including use fees for the initial period of use.
  - d. Documentation of CEQA/NEPA compliance, where SBCTA is not the lead agency with regards to CEQA/NEPA.

3. Verify that the form of the grant of right of use has been approved by General Counsel, and evidence of insurance has been reviewed and approved by SBCTA's Risk Manager.
- B. Conditions.** The Executive Director is empowered to impose conditions on any grant of right of use to assure that the necessary findings, standards, specifications, and other regulations will be met and that SBCTA's best interests and public safety are adequately protected.
  - C. Board Approval.** Where the Executive Director believes that the facts and circumstances of the application or the use raise policy questions best decided by the Board, the application may be presented to the Board for their determination without first denying the application.
  - D. Title to SBCTA Property.** The Executive Director is authorized to take all actions and execute all documents necessary or desirable to transfer any SBCTA Property currently held in the name of any SANBAG Entity to the San Bernardino County Transportation Authority, with the approval of General Counsel.
  - E. Emergency Expenditures.** In the event of an emergency or discovery of a dangerous condition of any SBCTA Property, the Executive Director is authorized to expend or authorize expenditures of funds from grant of right of use revenues or other available funds pursuant to SBCTA Policy 11000 Section VI.D.

## VIII. SPECIFIC USES

- A. Signs.** Only the Board may approve a grant of right of use for a permanent sign structure.
- B. Roads and Pathways.** Only the Board may approve a grant of right of use for a long-term (longer than sixty (60) days) road, driveway, bikeway, pathway or similar use. Additional insurance may be required by the Risk Manager.
- C. Uses Open to Invitees or the Public.** Uses open to invitees of the Permittee or to the public may be subject to additional insurance requirements by the Risk Manager, special conditioning by the Executive Director, and liability review by General Counsel prior to approval.
- D. Filming.** Permittees of grants of rights of use for purposes of filming shall not engage in or stage dangerous stunts, pyrotechnical scenes, explosions, etc. Additional insurance may be required by the Risk Manager.
- E. Baldwin Park Branch.** The primary use for the Baldwin Park Branch right of way is for rail transit purposes. The immediate implementation of rail service is not planned, but SBCTA does not wish to permit any activity which would either preclude or make difficult the future implementation of rail service on this important and irreplaceable 20-mile corridor. Notwithstanding this, SBCTA encourages compatible uses within the right of way which further public purposes and improve the quality of life.

## IX. FEES AND CHARGES – NOT APPLICABLE TO THE SANTA FE DEPOT

### A. Application Fee

1. **Payment of Fee.** Each prospective user shall pay, at the time of filing the application, a non-refundable Application Fee in an amount set by the Board from time to time by resolution. The Application Fee shall be for the purpose of recovering the full estimated cost for all processing, reviews, and analysis of applications for, issuance of, and management of grants of rights of use, including but not limited to the cost of employees' and contractors' time and attorney review of SBCTA template agreements, for the protection of SBCTA's interests over the term of the grant of right of use, and for all anticipated SBCTA administrative and overhead costs for the initial 12 month (or part thereof) period of use.
2. **Engineering Review Fee.** Where engineering expertise is needed to review the proposed use, a non-refundable Engineering Review Fee will apply to cover a minimum of four hours of engineering review. If greater than four hours of engineering review is required, then an additional deposit may be required, and any Engineering Review Fees collected will be credited towards deposits required under Complex Reviews/Additional Fees.

3. **Separate Fee for Subsequent Reviews.** If the application is rejected or withdrawn, and is resubmitted for a new review, with or without changes, after the application has been processed for submittal to the Executive Director for approval/rejection, the applicant shall separately pay the Application Fee and, if applicable, Engineering Review Fee for each such subsequent review.
4. **Complex Reviews/Additional Fees.** Where the nature of the proposed use, and/or other facts and circumstances relative to the application make it clear that the cost of the amount of time or level of expertise, including but not limited to legal and/or engineering expertise, needed to properly review the application will significantly exceed the estimated full cost recovery as set forth in the adopted Application and/or Engineering Review Fees, the Executive Director may require the applicant to pay the full actual cost of processing and reviewing the application. The adopted Engineering Review Fee amount shall then be a deposit against such full actual costs for engineering and/or legal review, and the Executive Director may require the deposit of such additional amounts as are reasonably calculated to estimate the full actual cost prior to processing the application or at any time prior to approval or denial. Upon approval or denial of the application, an accounting shall be made, and any overpayment returned to the applicant, and any deficiency shall be paid to SBCTA prior to issuance of any grant of right of use. Failure to deposit any such amounts shall be grounds for denial of the application without further processing.
5. **Consent Assignment, Assumption, Subleases Fee.** At the time of submittal of a request for Consent to an assignment or assumption of a license or lease, or a sublease, the applicant shall pay a non-refundable Application Fee.

**B. Administration Fee.** Each Permittee shall pay annually on or before the anniversary of the date of issuance of the grant of right of use, an Administration Fee in an amount set by the Board from time to time by resolution. The Administration Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, inspection, insurance and compliance reviews, and other anticipated administrative costs of the grant of right of use for the following 12-month period of use.

**C. Use Fee.**

In addition to the Administration Fee, each Permittee shall pay a Use Fee upon the issuance of the grant of right of use and each year thereafter on the anniversary of the issuance date throughout the term of the grant of right of use. In the case of leases, the Use Fee may be denominated as "Rents", and the terms "Use Fee" and "fee" or "fees" as used in this Policy where including Use Fees, shall include Rents for leases. Depending upon the type of use, the Use Fee shall be either a Fixed Use Fee or a Fair Market Use Fee.

1. **Fixed Use Fee.** The Board may approve by resolution Fixed Use Fees for certain permitted uses where the Board determines a fair market-based fee may be reasonably calculated in advance of receipt of an application for a grant of right of use.
2. **Fair Market Use Fee.** The Board may designate by resolution the imposition of Fair Market Use Fees for certain uses of SBCTA Property, and the establishment of minimum amounts for such Fair Market Use Fees. Where the Board has by resolution approved a Fair Market Use Fee for certain uses, the Executive Director shall establish the annual Fair Market Use Fee for each specific grant of right of use based upon a consideration of each of the following information sources, to the extent available, which shall be documented in the file for the grant of right of use:
  - a. appraisal data related to the acquisition of property for SBCTA projects;
  - b. rent/use fees of other nearby and comparable SBCTA grants of rights of use;
  - c. comparable sales and/or rents of adjacent properties;
  - d. right-of-way rent/use fees charged by railroads, utilities, and other private entities and public agencies (e.g., transit agencies, cities, counties and state) that have comparable rights of way near the subject SBCTA Property;
  - e. relevant value and rate information and opinions gathered from qualified local real estate professionals, such as brokers, property managers and agents; and

- f. appraised value of neighboring properties (commonly referred to as “Across the Fence” or ATF values) as determined by a periodic appraisal of SBCTA’s ROW properties.
  3. Fair Market Use Fees for Transverse or Longitudinal uses shall be based on a minimum 10’ wide facility corridor.
  4. Where insufficient information is available upon which to base a determination of Fair Market Use Fee, or where the information that is available is inconsistent or contradictory, the Executive Director may negotiate a Fair Market Use Fee value at a rate intended to maximize SBCTA’s economic return on the SBCTA Property. The Executive Director shall document the considerations used in setting or agreeing to the value.
  5. Where more than one potential user is or could be interested in pursuing an exclusive grant of right of use (such as, but not limited to, a commercial parking lot, a pumpkin or Christmas tree lot or other sales outlet), the Executive Director may authorize a competitive bid or proposal process to determine which party receives a grant of right of use, and the highest bid/proposal from an acceptable applicant meeting all criteria of this policy shall be considered the Fair Market Use Fee.
  6. The principles set forth in this Subsection C shall apply to Rents charged for Lease Agreements under this policy.
  7. Revenue Sharing. For commercial uses generating revenue on SBCTA Property, and where the Board has designated the use by resolution to be subject to a Fair Market Use Fee, the Executive Director may authorize or negotiate a use fee in the form of a percentage of the Permittee’s earned revenue as part of, an offset to, in addition to, or in lieu of the applicable fee or rent when the Executive Director determines it is in SBCTA’s best interests to do so and all other requirements of this Policy have been met.
  8. Pursuant to Board Action taken October 1, 2014, the County of San Bernardino and the incorporated cities and towns located within said county are exempt from the collection of Use Fees imposed by this Policy.
- D. Extension Fee.** Each Permittee shall pay SBCTA, upon submittal of a request for an extension of a grant of right of use, an Extension Fee in an amount set by the Board from time to time by resolution. The Extension Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, and document preparation of the extension.
- E. Appeal Fee.** The cost to appeal an Executive Director decision to the Board or to apply to the Board for a waiver or reduction of a requirement set by this policy shall be set by the Board from time-to-time by resolution at estimated full cost recovery. The appeal fee shall be paid by the Appellant at the time of submitting an Appeal to SBCTA. The appeal fee shall also be paid by the applicant whenever an application for a grant of right of use is referred to the Board for consideration at the request of the applicant. This fee shall be in addition to the applicable Application Fee.
- F. Adjustments.** Fees shall be adjusted annually to reflect the increase in the Consumer Price Index and, where applicable, shall be studied and adjusted periodically to reflect changes in fair market rates.
- G. Waivers.** The Executive Director may approve waivers or reductions of, or off-sets against, the Board-approved fees and charges to the extent that SBCTA receives value, consideration and/or benefit from the use or the Permittee, or that the Executive Director determines it is in the best interests of SBCTA to do so.
- H. Reporting.** The Executive Director shall report to the Board at a duly noticed public meeting at least once each year regarding all grants of right of use issued, amended, denied, and/or terminated, including all fees and charges for each, the bases on which all Fair Market Use Fees were established, and the amounts and bases for any reductions or waivers approved.
- I. Write-off of Fees.** The Executive Director may write off uncollected sums of up to \$2,500, per year per grant of use, when the Executive Director determines it is in the best interests of SBCTA to do so.

## X. APPEALS

### A. Executive Director Decision.

The following decisions by the Executive Director are appealable by a Permittee or applicant for a grant of right of use:

1. Denial of an application for issuance, amendment, extension, or assignment of a grant of right of use;
2. Establishment of a Fair Market Use Fee;
3. Termination of a grant of right of use;
4. Imposition of a condition; or
5. Any other discretionary decision permitted under this Policy.

#### **B. Appeal Procedures.**

An appeal of an Executive Director Decision by a Permittee or applicant shall comply with the following procedures:

1. Permittee or applicant (Appellant) shall submit a written appeal to the SBCTA Board addressed to the SBCTA Board President, 1170 West Third Street, Second Floor, San Bernardino, California 92410, within five business days of the Executive Director Decision, and shall include the Appeal Fee. The appeal shall set out in specific detail the factual basis for appeal of the Executive Director Decision and include all supporting evidence and documentation, and shall be submitted under penalty of perjury.
2. The Board President shall have authority to, in his or her sole discretion: act as the impartial Hearing Officer and hear the appeal; refer it to an impartial Hearing Officer who may be a SBCTA officer or employee, but may not be the Executive Director or any other employee who has participated in the review of the application or the decision being appealed; or refer it to the full Board, the Board Transit Committee, the Board General Policy Committee, or the Board Metro Valley Study Session, which shall then act as the Appeal Board. Such determination shall be made based upon the need for timely resolution of the appeal, complexity of the facts and circumstances or issues raised by the appeal, the nature of policy issues to be decided, and other relevant facts and circumstances.
  - a. If a Hearing Officer is used, the hearing shall be set for no more than 10 business days after receipt of the appeal, and the Appellant shall be given not less than 5 business days' notice of the time and place of the appeal hearing.
  - b. If an Appeal Board is used, the hearing shall be set for the next regular meeting of the body designated as the Appeal Board which will take place at least 15 business days after the filing of the appeal.
3. The Hearing Officer or Appeal Board shall consider only such facts, evidence and documentation as is submitted in the form of a declaration under penalty of perjury or is provided under oath at the appeal hearing.
4. The Hearing Officer or Appeal Board shall render a decision and provide notice of the decision to the Appellant within 15 business days after the conclusion of the appeal hearing. The decision of the Hearing Officer or Appeal Board shall be final.

## XI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	07/02/14
1	<p>Part I – Reaffirm Policy 31600 Baldwin Park Branch language inadvertently omitted from Policy 31602</p> <p>Part II – Update definitions reflecting a change to SBCTA from SANBAG</p> <p>Part III Section A – Remove Form of Title as SBCTA is a singular entity.</p> <p>Part III Section B Subsection 12 – Reference Executive Director Authority pursuant to Policy 11000 to ensure consistency between policies.</p> <p>Part III Section C Subsection 1 – Change permittee to prospective user as not all requests for a grant of right of use will result in a grant of right of use, and other clarifying language updates.</p> <p>Part III Section C Subsection 2 – Formally require prospective users to provide documentation of environmental compliance.</p> <p>Part III Section F – Update Insurance Minimum Requirements to close possible coverage gaps.</p> <p>Part V Section C Subsection 8 added reference to Board action waving fees for SANBAG member agencies.</p> <p>Changes approved by the Board on March 6, 2019, Agenda Item 16.</p>	03/06/19
2	<p>Part I – revised to indicate this policy applies to all Real Property and not just Rail Property.</p> <p>Part II – added references</p> <p>Part III – revised definitions to reflect the change from Rail to Real Property</p> <p>Part V Section B Subsection 2 – added provisions for leases for Santa Fe Depot facility which were previously under Policy 11000.</p> <p>Part VII Section D minimum insurance requirements were deleted as insurance language and limits will be established for each lease or license agreement.</p> <p>Part IX Section A minor corrections.</p> <p>Overall update of terms throughout the policy and reorganize some of the clauses to simplify the policy.</p> <p>Changes approved by the Board on October 6, 2021, Agenda Item 3.</p>	10/06/21
3	<p>Part IX Section A – revised to separate engineering review from the application fee and added a new subsection at subsection 2 to indicate payment of a minimum Engineering Review Fee when applicable, existing subsections renumbered to accommodate the inserted subsection. Clarified language in Payment of Fee, Separate Fee for Subsequent Reviews, and Complex Reviews/Additional Fees concerning scope of the respective fees in relation to the Engineering Review Fee</p> <p>Part IX Section "I" – added to define Executive Director authority limits to write off uncollected fees.</p>	07/02/25

**RESOLUTION NO. 25-064****RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AMENDING FEES AND CHARGES FOR RAIL PROPERTY**

**WHEREAS**, the San Bernardino County Transportation Authority (SBCTA) owns and operates both active and inactive railroad right of way, as well as other rail related properties, including but not limited to rail stations and parking facilities (collectively “Rail Property”) within the County of San Bernardino; and

**WHEREAS**, from time to time, individuals, government entities, and businesses need or desire access to, or a right to use SBCTA Rail Property for a variety of purposes; and

**WHEREAS**, SBCTA has adopted a Real Property Policy, Policy No. 31602, setting forth policies, procedures, delegations of authority, and bases for imposing fees and charges associated with ownership, management, and grants of rights of use of SBCTA Rail Property; and

**WHEREAS**, Policy No. 31602 establishes the principles of full recovery of SBCTA costs and expenses and fair market return for Rail Property use upon which applications, administration, use, amendment/extension, engineering review and appeal fees will be charged to those applying for and/or receiving grants of rights of use of SBCTA Rail Property; and

**WHEREAS**, SBCTA established fees and charges, including the Administration Fee, for use of the SBCTA Rail Property under Resolution No. 14-027; and

**WHEREAS**, SBCTA has approved and authorized use of templates for a Master License Agreement (MLA), Specific License Exhibit (SLE), and exhibits and attachments for granting of rights of use to a public or private entity that owns multiple utility facilities within SBCTA Rail Property; and

**WHEREAS**, by Resolution No. 17-029, the Board reduced the Administration Fee imposed on MLAs under Policy No. 31602 and Resolution No. 14-027 with the introduction of a sliding scale reflecting the lower “per license” cost of administration of multiple SLEs under an MLA; and

**WHEREAS**, by Resolution No. 20-051, the Board clarified that the aggregate Administration Fee shall increase with the number of SLEs in an MLA, however, the amount the aggregate Administration fee increases per location is reduced based upon how many locations are licensed under the MLA; and

**WHEREAS**, SBCTA staff studied the amount of staff, consultant and legal services time and other expenses spent to process and administer typical grants of rights of use (“SBCTA Fee Study”); and

**WHEREAS**, SBCTA's Fee Study has concluded that SBCTA's ongoing costs with respect to processing and administering typical grants of use, including insurance verifications, site inspections, billing and collections, and other administrative functions, exceed the fee schedule for Administration Fees established under Resolution No. 14-027.

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

Section 1. The foregoing recitals are true and correct and are incorporated into this Resolution.

Section 2. The fees and charges set forth in Table 1, attached to and incorporated into this Resolution, are hereby adopted and imposed, and shall be payable as set forth in Table 1 and Policy No. 31602.

Section 3. The SBCTA Executive Director or designee is hereby authorized to increase the fees and charges set forth in Table 1 annually by the Consumer Price Index for Urban Wage Earners and Clerical Workers, Riverside, San Bernardino, Ontario, all items (December 2017=100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above.

Section 4. The SBCTA Executive Director or designee is hereby authorized to apply MLA Administration Fee reductions as set forth in Table 2, attached to this Resolution, calculated based upon the number of active SLE locations under any MLA executed after the date of adoption of Resolution 20-051 and the Administration Fee amount established by this Board of Directors under this Resolution or as later amended.

Section 5. This resolution shall apply to grants of use issued or amended, in part or whole, after the Effective Date.

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

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority Board held on July 2, 2025.

\_\_\_\_\_  
Ray Marquez, Board President

ATTEST:

\_\_\_\_\_  
Marleana Roman, Clerk of the Board

DRAFT

Attachment: Resolution 25-064 (11434 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

**TABLE 1**  
**SCHEDULE OF FEES AND CHARGES**

2025

Admin Fees Fixed. Use Fees as CPI escalated, effective July 2, 2025

FEE TYPE	APPLICATION/EXPLANATION	AMOUNT OF FEE
Application Fee	All grants of rights of use, except special right of entry when waived by the Executive Director pursuant to Policy No. 31602. Also applies to application for Consent to an Assignment, Assumption of Lease or License, or to a Sublease. Payable at time of filing application. Where the Executive Director determines that the nature of the use or other circumstances is likely to render <b>SBCTA'</b> s costs for processing and evaluating the application significantly higher than for a typical application, the minimum fee shall be a deposit against the actual costs. The Executive Director may require the deposit to be replenished prior to incurring additional costs.	\$3,500 Minimum
Engineering Review Fee	Payable upon determination that engineering review is necessary to ensure compatibility with existing property uses and compliance of applicable standards	\$1,500 Minimum
Administration Fee	All grants of rights of use, except special rights of entry and leases; payable annually in advance on each anniversary of the grant of right of use.	\$1,500 per annum per location
Amendment or Extension Fee	Payable upon submitting a request for amendment or extension of the term of an existing <b>SBCTA</b> Rail Property grant of right of use. Where the Executive Director determines that the nature of the use or other circumstances is likely to render <b>SBCTA's</b> costs for processing and evaluating the amendment or extension significantly higher than for a typical application, the minimum fee shall be a deposit against the actual costs. The Executive Director may require the deposit to be replenished prior to incurring additional costs.	\$1,500 Minimum
Appeal Fee	Payable by Appellant upon filing of an appeal of any Executive Director Decision regarding a grant of right of use, or an applicant's request for referral of an application to the Board.	\$2,500
Use Fee	Based Upon Type of Use As Set Forth Below	Payable upon Right of Use Effective Date, then annually on the Effective Date anniversary, except as specified below

Attachment: Resolution 25-064 Table 1 (11434 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

Admin Fees cannot be CPI escalated, require a Public Hearing to increase.

**TABLE 1**  
**SCHEDULE OF FEES AND CHARGES**

2025

Admin Fees Fixed. Use Fees as CPI escalated, effective July 2, 2025

<b>Transverse Crossings</b>		
	Commercial use fiber optic, cable or other conduit crossings--aerial or subsurface	Per annum per conduit:
	>0" - 2" Diameter	\$2,918
	>2" - 3" Diameter	\$6,564
	>3" - 4" Diameter	\$11,670
	>4" - 5" Diameter	\$18,236
	>5"	\$927 per sq. inch or part thereof of conduit cross-section area ( $\pi R^2 \times$ )
	Other aerial and subsurface utilities and other commercial uses	Fair Market-Minimum \$2,186 per annum per location
	Basic public safety and welfare uses for public agencies (e.g., traffic signal wires and conduits, flood control facilities, etc.)	\$2,186 one-time fee per location
<b>Longitudinal Uses</b>		
	All utilities, and may also apply to access roads and similar non-exclusive uses.	Fair Market-Minimum \$727 per annum
<b>Lease Fees/Rents</b>		
		Fair Market-Minimum \$2,186 per annum.
<b>Surface Uses</b>		
	On-site motion picture filming-commercial non- public producers	Fair Market-Minimum \$2,918 per day (up to 24 hours)
	On-site motion picture filming--Public agencies, tax qualified non-profit entities and student projects	\$365 per day
	Support uses associated with commercial off-site motion picture filming activities such as parking, storage, camera placement, etc.	Fair Market-Minimum \$1,459 per day or portion thereof
	Short term commercial, public or quasi-public uses and/or events admitting members of the public (e.g. carnivals, parking, Christmas tree sales, pumpkin sales, etc.)	Fair Market-Minimum \$727 per day or portion (may be subject to bid per Policy 31602)
	Short term, low-risk uses associated with property surveys, non-invasive environmental reviews, etc. of adjoining properties, and similar purposes, less than one week in duration	\$2,186 one-time fee

Attachment: Resolution 25-064 Table 1 (11434 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

Admin Fees cannot be CPI escalated, require a Public Hearing to increase.

TABLE 2

**SBCTA RAIL PROPERTY MASTER LICENSE AGREEMENT (MLA)**  
**ADMINISTRATION FEE REDUCTION**

<u>Number of Active Licenses (SLEs)</u>	<u>Percent Administration Fee Reduction</u>
Qty. 2-15	Thirty (30%) percent
Qty. 16-30	Fifty (50%) percent
Qty. 31 or more	Eighty (80%) percent

The Administration Fee for a MLA shall increase for each additional location and the average Administration Fee per location shall decrease for each additional location.

Example: A MLA with a single location has an Administration Fee equivalent to the Administration Fee for a single license. A MLA with two locations has an Administration Fee equivalent to one hundred seventy percent times the Administration Fee for a single license.

		<b>Equivalent Individual License Admin Fee</b>	<b>Admin Fee Per Location</b>			<b>Equivalent Individual License Admin Fee</b>	<b>Admin Fee Per Location</b>
<b>Locations</b>	<b>Discount Tier</b>			<b>Locations</b>	<b>Discount Tier</b>		
1	0%	100%	100.0%	17	50%	1180%	69.4%
2	30%	170%	85.0%	18	50%	1230%	68.3%
3	30%	240%	80.0%	19	50%	1280%	67.4%
4	30%	310%	77.5%	20	50%	1330%	66.5%
5	30%	380%	76.0%	21	50%	1380%	65.7%
6	30%	450%	75.0%	22	50%	1430%	65.0%
7	30%	520%	74.3%	23	50%	1480%	64.3%
8	30%	590%	73.8%	24	50%	1530%	63.8%
9	30%	660%	73.3%	25	50%	1580%	63.2%
10	30%	730%	73.0%	26	50%	1630%	62.7%
11	30%	800%	72.7%	27	50%	1680%	62.2%
12	30%	870%	72.5%	28	50%	1730%	61.8%
13	30%	940%	72.3%	29	50%	1780%	61.4%
14	30%	1010%	72.1%	30	50%	1830%	61.0%
15	30%	1080%	72.0%	31	80%	1850%	59.7%
16	50%	1130%	70.6%	32	80%	1870%	58.4%

## ***Minute Action***

AGENDA ITEM: 10

***Date:*** June 11, 2025

***Subject:***

Federal Compliance Update

***Recommendation:***

That the General Policy Committee recommend the Board, acting as the San Bernardino Council of Governments (SBCOG):

- A. Receive a report on discussions with the SBCOG Ad Hoc Committee regarding recent Federal mandates.
- B. Direct staff to update program and document information to avoid conflict with recent Federal mandates.

***Background:***

In late April 2025, the Federal Transit Administration (FTA) sent a letter to recipients of FTA funds. The Master Agreement language was revised to mandate compliance with recent Executive Orders regarding Diversity, Equity, and Inclusion (DEI) policies. The FTA letter and revised Master Agreement reflect the current Secretary of Transportation's approach to implementing the Federal Transportation Program. The Federal Railroad Administration has added similar language to recent drafts of the Rebuilding American Infrastructure with Sustainability and Equity Grant for the construction of two Brightline West stations in the Victor Valley. As a direct recipient of Federal funds, both by formula and grant award, as well as a sub-recipient of Federal funds, the United States Department of Transportation requires certification of compliance with the DEI Executive Orders. This direction was broadly distributed to all recipients, and compliance requirements are being written into the funding agreements compelling certifications by recipients to comply with the Executive Orders.

On May 15, 2025, staff met with the San Bernardino Council of Governments (SBCOG) Ad Hoc Committee, provided an update on the federal requirements, and requested guidance on how to proceed with the Engagement Framework in light of the Federal guidance. Staff will share the SBCOG Ad Hoc's guidance and request the General Policy Committee recommend to the Board of Directors that it provide direction to staff.

***Financial Impact:***

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

***Reviewed By:***

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

***Responsible Staff:***

Monique Reza-Arellano, Chief of COG and Equity Programs

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Approved  
General Policy Committee  
Date: June 11, 2025  
Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 11

***Date:*** June 11, 2025

***Subject:***

Smart County Master Plan Update

***Recommendation:***

Receive a status update on the Smart County Master Plan and the path forward for initiating implementation.

***Background:***

The Smart County Master Plan (SCMP) has been moving forward since January 2023. Extensive outreach occurred throughout the project, and direction was received from the San Bernardino Council of Governments (SBCOG) Ad Hoc Committee, the Board of Directors (Board), the City/County Manager's Technical Advisory Committee, and the Information Technology Working Group. SBCOG staff and consultant completed a draft of the SCMP in December 2024. The SCMP is envisioned to be a guide for identifying and prioritizing projects that improve the infrastructure and telecommunications in the region. The SCMP was developed in two phases: the Early Action Plan and the full Master Plan.

SBCOG initiated the SCMP to align technology investments and actions in San Bernardino County with the region's overall objectives. It prioritizes investments in public safety and transportation and bridging the digital divide based on guidance from local member agencies looking to support governmental efficiency and increased commercial activity. To accomplish this, the SCMP recommended seven strategies to set the stage for a safer, more efficient, and better-connected County of San Bernardino. The seven strategies, all grounded in previously proven and field-deployed technologies, are recommended in varying configurations in each of the four subregions: West Valley, East Valley, Low Desert, and High Desert.

A set of toolkits was developed that aligned with the proposed strategies. The toolkits support local agencies in developing or furthering their programs in those areas. Four of the strategies (alternative fuel vehicles, unmanned aircraft system operations, data governance and sharing, and joint operations) are overarching strategies. The associated toolkit can be used for these strategies to advance specific projects. Specific deployment locations were prioritized based on several factors for the other three strategies (smart intersections, smart corridors, and broadband enhancements). The locations identified address needs in each of the four subregions.

Each of the seven strategies is mapped to the primary next steps, which target outcomes that each will address, along with suggested performance metrics. The next steps are designed to address goals/target outcomes identified during the early planning process, including 1) efficiency and responsiveness, 2) clean and sustainable transportation, 3) improved quality of life, and 4) support of a new narrative focused on innovation and opportunity. Each strategy addresses at least two, and often four, of the identified target outcomes.

In addition to the "Next Steps," performance metrics are also identified, as well as the roles and responsibilities designating which agency would be responsible, supporting, or informed of the task. A schedule for task implementation is also included, along with cost estimates to guide projects and grant funding opportunities.

After completing the SCMP, it was determined that there was a project savings of approximately \$226,500. The San Bernardino County funded the SCMP and was interested in the implementation of some initiatives identified within the plan with the remaining balance.

*Entity: San Bernardino Council of Governments*

## General Policy Committee Agenda Item

June 11, 2025

Page 2

SBCOG worked with the San Bernardino County Chief Administrative Office, the Office of Emergency Services (OES), the San Bernardino County Fire, and the Consolidated Fire Agencies (CONFIRE) to create a Scope of Work to complete two tasks.

The first task identified in Amendment No. 1 for the SCMP is focused on helping Computer-Aided Dispatch (CAD) systems talk to one another, referred to as CAD-to-CAD systems. The CAD-to-CAD Program (Program) is spearheaded by CONFIRE to implement seamless computer-aided dispatch across jurisdictions within the County of San Bernardino and, ultimately, with neighboring agencies.

The deliverables will provide a plan for CAD connections to agencies that include regional and local fire agencies, the Inland County Emergency Management Agency, the OES, regional and local law enforcement, and others. The program aims to establish a fully integrated and interoperable dispatch system among emergency medical services, regional and local fire and law enforcement, and other agencies, thereby enhancing emergency response coordination and efficiency across jurisdictions. As CAD-to-CAD currently exists within CONFIRE, the question of which agency is the appropriate program manager has arisen. This analysis will be undertaken to identify the correct entity under which CAD-to-CAD should be managed.

Task two will be a Remote Connectivity Concept for Emergency Communications for the general public. The SBCTA Board is proceeding with the dismantling of the Motorist Aid Call Box System to be completed by the end of June 2025. While cell signal coverage has steadily improved over the last decade, there are potential areas of poor cell coverage on several state or county highways and in certain recreational areas in the County of San Bernardino that could benefit from an alternate method of emergency access. This task aims to evaluate cost-effective and secure connectivity solutions to address gaps in cell coverage on San Bernardino highways, ensuring robust emergency access in underserved areas. A report will be prepared to identify such areas and different options for maintaining connectivity (Starlink, satellite phone, boost of signals by current cell network providers, etc.), including measures for the prevention of theft, abuse, and vandalism.

Task 1 will receive the bulk of the additional funding, to be completed by December 31, 2026. Task 2 will have a target completion date of December 31, 2025. The consultant team is currently moving forward with the scope for this amendment. Staff will return to this body with updates on progress at primary milestones and at critical decision points.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025 or 2025/2026.

***Reviewed By:***

This item was reviewed by the City/County Manager's Technical Advisory Committee on June 5, 2025.

***Responsible Staff:***

Monique Reza-Arellano, Chief of COG and Equity Programs

Approved  
General Policy Committee  
Date: June 11, 2025

Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 12

***Date:*** June 11, 2025

***Subject:***

Measure I 2025 Population Estimates

***Recommendation:***

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

Adopt the 2025 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Projects Program and Transportation Development Act funds, and in the apportionment of shares of certain State and Federal funds.

***Background:***

Allocation of Measure I revenue is estimated within the Transportation Expenditure Plan authorized by Ordinance No. 04-01, but funds are allocated by percentage of the actual revenue received. Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I Local Street Projects Program funds, commonly referred to as local pass-through funds. The Valley distribution formula for local pass-through funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components as detailed below:

San Bernardino Valley Subarea Expenditure Plan, Section F “Local Street Projects” states:

“Allocations to local jurisdictions shall be on a per capita basis using the most recent State Department of Finance (DOF) population estimates for January 1, with the County’s portion based upon the unincorporated population in the Valley Subarea. Estimates of unincorporated population within the Valley Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate for January 1 of each year.”

Mountain/Desert Expenditure Plan, Section C “Local Street Projects” Paragraph 2 states:

“...funds in the general Local Street Projects category shall be allocated to local jurisdictions based upon population (50 percent) and tax generation (50 percent). Population calculations shall be based upon the most current State Department of Finance estimates for January 1 of each year. Estimates of unincorporated population within each subarea shall be determined by the County Planning Department and reconciled with the State Department of Finance population estimates. Tax generation calculations shall be based upon State Board of Equalization data.”

Additionally, San Bernardino County Transportation Authority (SBCTA) uses population as a factor in the allocation and/or apportionment of Transportation Development Act (TDA) funds (Local Transportation Fund and State Transit Assistance Fund) and for tracking the equitable distribution of certain State and Federal funds (Surface Transportation Program, Congestion Mitigation and Air Quality Improvement Program, State Transportation Improvement Program, Local Partnership Program, Federal Transit Administration Section 5311 Rural Grants, Senate Bill 1 State of Good Repair, Low Carbon Transit Operations Program, and most recently Senate Bill 125 funds).

The formulas are updated annually using the State DOF population estimates as of January 1 of each year. The DOF estimating process begins with a county estimate that is produced by using customary demographic data inputs (births, deaths, school enrollment, administrative data, etc.)

*Entity: San Bernardino County Transportation Authority*

## General Policy Committee Agenda Item

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and applying standard demographic methodology. Growth or decline at the local level (city/unincorporated area) is estimated using data collected from local jurisdictions, mainly housing unit change and annexations, and group quarters changes (college dorms, prisons, military barracks, etc.) collected from a variety of government agencies and educational segments. That local estimate is then aligned to the county-level figure, which is based on changes in annual counts for births, deaths, school enrollment, migration, medical care enrollment data, and group quarters population. Once the DOF has the data necessary to produce the annual sub-county report, the DOF timeframe for actually calculating and producing the estimates is very limited due to the timing of the data collection (as it becomes available) and the statutory deadline that they are under. Additional information from the DOF website is included as Attachment A to this agenda item.

According to DOF, local agencies that have comments or feedback pertaining to a population estimate are encouraged to first contact their planning department, building department, or community development department locally to express their concerns. The housing unit changes that drive population estimates locally come directly from a survey completed by local planning, building, and community development departments. In the event that a number of housing units were not reported by the local jurisdiction, DOF can revise a previous year to include those units, given the proper documentation. This may result in a higher population for a previous year but does not directly impact current-year transportation funds to the jurisdiction for the current year.

The San Bernardino County Demographic Research Unit takes the DOF estimates and disaggregates the unincorporated population by Measure I Subarea based on building permit activity. Urban areas are defined by the California Department of Transportation (Caltrans) using Urban Area Boundaries within the unincorporated areas. Both unincorporated and urban populations are adjusted to match the total population estimate provided by DOF for each unincorporated region.

The January 1, 2025 population estimates are recommended for approval and use in the allocation of Measure I Local Street Projects Program funds and the other TDA, State, and Federal funds. The 2025 population estimates (Attachment B) and the 2024 population estimates (Attachment C) are attached to this agenda item for comparison purposes. As there are no major changes in the population statistics, there should be no significant shift in Measure I fund allocations related to population. The distribution of Measure I funds will be adjusted retroactively to January 1, 2025, to reflect each jurisdiction's relative proportion of population within the Measure I Subarea.

This item has no direct impact on the SBCTA budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

***Reviewed By:***

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

***Responsible Staff:***

Marc Lucius, Management Analyst II

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Approved  
General Policy Committee  
Date: June 11, 2025  
Witnessed By:

## Department of Finance Population Estimate Methodology

Source: State of California, Department of Finance, May 1, 2025:  
[May 2025 Population Estimates Release \(ca.gov\)](https://www.dof.ca.gov/Forecasting/Demographics/)

### Overview

California's population grew by 108,000 persons in calendar year 2024 to reach 39,529,000 people as of January 1st, 2025, according to new data reported today by the California Department of Finance.

These population estimates are produced annually by the California Department of Finance (Finance) for use by local areas to calculate their annual appropriations limit. The State Controller's Office uses Finance's estimates to update their population figures for distribution of state subventions to cities and counties, and to comply with various state codes. Additionally, estimates are used for research and planning purposes by federal, state, and local agencies, the academic community, and the private sector.

Changes to the housing stock are used in the preparation of the annual city population estimates. Estimated occupancy of housing units and the number of persons per household further determine population levels. Changes in city housing stock result from new construction, demolitions, housing unit conversions, and annexations. The sub-county population estimates are then adjusted to be consistent with independently produced county estimates.

Starting with this estimate, Finance has identified and incorporated additional immigration data sources, including backlog and immigration court outcomes from the Department of Justice and the Transactional Records Access Clearinghouse.

Comparing Census Bureau's recently released July 1, 2024 estimates with Finance's January 1, 2025 estimates should generally be avoided since they refer to different points in time. In addition, there are numerous differences between the two series including different assumptions regarding the effects of natural disasters, changes in migration patterns, and accelerating slowdown in births. All Finance population and housing estimates are benchmarked to a decennial census. The estimates in this report are benchmarked to the 2020 decennial census.

Related population reports are available on the Department's website:  
<http://www.dof.ca.gov/Forecasting/Demographics/>

### Contents

The report contains preliminary year-over-year January 2025 and revised January 2021 through January 2024 population data for California cities, counties, and the state. These estimates are based on information as of January 1, 2025, and therefore do not include data for the Los Angeles County wildfires later that month.

### Methodology

**City and Unincorporated Area Estimates.** The Housing Unit Method (HUM) is used to estimate total and occupied housing units, household size, household population, and group quarters population. American Community Survey (ACS) data were used to distribute 2020 Census housing units into our standard housing types (single detached units, single attached units, two to four units, five plus or apartment units, and mobile homes). Housing units are estimated by adding new construction and annexations and subtracting demolitions, and adjusting for units lost or gained by conversions. Annual housing unit change data are supplied by local jurisdictions and the U.S. Census Bureau. Occupied housing units are estimated by applying a derived civilian vacancy rate to the estimated civilian housing units. Vacancy rates are based on 2020 Census benchmark data, adjusted to incorporate the directional

changes described by the latest available ACS data. Exact data on foreclosures or other housing market indicators are not reliably available to adjust vacancy rates and are not used.

Military occupied housing units are added to civilian occupied housing units to calculate total occupied housing units. Military surveys are used to track military changes including base realignments and closures. Household population estimates are derived by multiplying the number of occupied housing units by the current persons per household. The persons per household estimates are based on 2020 Census benchmark data and are adjusted by raking the current county population series into these estimates. The group quarters population is based on the Census Bureau's 2020 P.L.94-171 File counts on group quarters and annually adjusted using reported changes for group quarters by state, federal, and local agencies. The household and group quarters populations are summed to produce the initial city population estimates. These estimates are aligned to the county estimates described below.

**State Estimate.** The state population is estimated using the Driver License Address Change (DLAC) Method. This composite method separately estimates the population under age 18, 18 through 64, and 65 years and older. Administrative records such as births, deaths, driver license address changes, tax return data, Medicare and Medi-Cal enrollment, immigration reports, school enrollments, and group quarters population are among the data used in this method. All data used to develop these estimates are in summary tables and do not reveal the identity of any individual.

**County Estimates.** Most of county populations estimates result from averaging the first three methods below. We use a Vital Statistics Method in nine counties (Alpine, Calaveras, Inyo, Mariposa, Modoc, Sierra, Siskiyou, Trinity, and Tuolumne) with populations 65,000 or less.

**DLAC Method.** A modified version of the state Driver License Address Change (DLAC) method is used for counties. County proportions of the state total result from changes in county population values for births, deaths, school enrollment, foreign and domestic migration, medical care and medical aid enrollments, and group quarters population.

**Ratio-Correlation Method.** This method models changes in household population as a function of changes in the distributions of school enrollments, labor force, and housing units. Estimates of county group quarters are added.

**Tax Return Method.** County proportions are derived by the U.S. Census Bureau using matched federal income tax returns to estimate inter-county migration along with vital statistics, group quarters, and other information for the population aged 65 and over.

**Vital Statistics Method.** County population estimates result from changes in county population values for births, deaths, and group quarters population.

## Data Considerations

**Sources.** Data used in estimation models come from administrative records of several state and federal government departments and agencies, and from the local jurisdictions for which Finance produces population estimates. Because timeliness and coverage in these series vary, corrections, smoothing, and other adjustments may be applied. Changes to 2020 P.L. 94-171 data in the classification of student housing on or near campus was necessary to remain consistent with the census group quarters definition. In only a few instances, some student housing (residence hall and apartment units) counted as household population in the census was redefined as group quarters student housing population. College dorm group quarters population is defined as student population living in residence halls and apartment units located on or near college campuses.

## Suggested Citation

State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2024 and 2025. Sacramento, California, May 2025.

## Attachment A

**Contact Information**

For questions on the E-1, contact Doug Kuczynski, John Boyne, or Jordan Bruhn in the Demographic Research Unit at (916) 323-4086 or e-mail at [ficalpop@dof.ca.gov](mailto:ficalpop@dof.ca.gov).

MEASURE I 2025 POPULATION SUMMARY PREPARED BY SAN BERNARDINO COUNTY PLANNING						ATTACHMENT B	
PLANNING REGION	(1) DOF/CO 2025	(2) ADJUSTMENT	2025 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2024	%SUBAREA CHANGE FROM 2024
<b>WEST VALLEY</b>							
CHINO	95,506		95,506	5.98%	4.327%	2,921	0.11%
CHINO HILLS	77,314		77,314	4.84%	3.502%	900	0.00%
FONTANA	219,172		219,172	13.73%	9.929%	4,949	0.15%
MONTCLAIR	37,526		37,526	2.35%	1.700%	315	-0.01%
ONTARIO	184,404		184,404	11.55%	8.354%	3,180	0.06%
RANCHO CUCAMONGA	175,992		175,992	11.03%	7.973%	2,676	0.04%
UPLAND	79,140		79,140	4.96%	3.585%	855	-0.01%
UNINCORPORATED URBAN	42,809	(6)	42,809	2.68%	1.939%	(48)	-0.04%
UNINCORPORATED RURAL	1,782	(7)	1,782	0.11%	0.081%	10	0.00%
<b>TOTAL WEST VALLEY</b>			<b>913,645</b>	<b>57.24%</b>	<b>41.390%</b>	<b>15,758</b>	<b>0.31%</b>
<b>EAST VALLEY</b>							
COLTON	53,278		53,278	3.34%	2.414%	500	-0.01%
GRAND TERRACE	12,803		12,803	0.80%	0.580%	32	-0.01%
HIGHLAND	57,088		57,088	3.58%	2.586%	1,412	0.05%
LOMA LINDA	25,322		25,322	1.59%	1.147%	357	0.00%
REDLANDS	73,488		73,488	4.60%	3.329%	792	-0.01%
RIALTO	105,565		105,565	6.61%	4.782%	2,468	0.08%
SAN BERNARDINO	222,727		222,727	13.95%	10.090%	(3,814)	-0.41%
YUCAIPA	54,838		54,838	3.44%	2.484%	1,028	0.02%
UNINCORPORATED URBAN	76,232	(6)	76,232	4.78%	3.453%	446	-0.03%
UNINCORPORATED RURAL	1,134	(7)	1,134	0.07%	0.051%	7	0.00%
<b>TOTAL EAST VALLEY</b>			<b>682,475</b>	<b>42.76%</b>	<b>30.917%</b>	<b>3,228</b>	<b>-0.31%</b>
<b>TOTAL VALLEY</b>			<b>1,596,120</b>	<b>100.00%</b>	<b>72.307%</b>	<b>18,986</b>	<b>0.01%</b>
<b>MOUNTAINS</b>							
BIG BEAR LAKE	4,953		4,953	9.92%	0.224%	(5)	-0.06%
UNINCORPORATED URBAN	36,113	(6) (3)	36,113	72.33%	1.636%	211	0.05%
UNINCORPORATED RURAL	8,863	(7) (3)	8,863	17.75%	0.402%	52	0.01%
<b>TOTAL MOUNTAINS</b>			<b>49,929</b>	<b>100.00%</b>	<b>2.262%</b>	<b>258</b>	<b>-0.02%</b>
<b>NORTH DESERT</b>							
BARSTOW	24,811		24,811	42.63%	1.124%	142	0.00%
UNINCORPORATED URBAN	22,897	(6)	22,897	39.34%	1.037%	134	0.00%
UNINCORPORATED RURAL	10,495	(7)	10,495	18.03%	0.475%	61	0.00%
<b>TOTAL NORTH DESERT</b>			<b>58,204</b>	<b>100.00%</b>	<b>2.637%</b>	<b>338</b>	<b>-0.02%</b>

Attachment: Attachment B - 2025 Population Estimates (11439 : Measure I 2025 Population Estimates)

MEASURE I 2025 POPULATION SUMMARY PREPARED BY SAN BERNARDINO COUNTY PLANNING						ATTACHMENT B	
PLANNING REGION	(1) DOF/CO 2025	(2) ADJUSTMENT	2025 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2024	%SUBAREA CHANGE FROM 2024
<b>COLORADO RIVER</b>							
NEEDLES (RURAL)	4,791		4,791	68.83%	0.217%	22	-0.03%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%	0	0.00%
UNINCORPORATED RURAL	2,170	(7)	2,170	31.17%	0.098%	13	0.03%
<b>TOTAL COLORADO RIVER</b>			<b>6,961</b>	<b>100.00%</b>	<b>0.315%</b>	<b>35</b>	<b>0.00%</b>
<b>MORONGO BASIN</b>							
TWENTYNINE PALMS	24,257	(4)	24,257	34.22%	1.099%	(1,089)	-1.28%
YUCCA VALLEY	22,027		22,027	31.07%	0.998%	433	0.83%
UNINCORPORATED URBAN	7,774	(6)	7,774	10.97%	0.352%	46	0.14%
UNINCORPORATED RURAL	16,831	(7)	16,831	23.74%	0.762%	99	0.31%
<b>TOTAL MORONGO BASIN</b>			<b>70,888</b>	<b>100.00%</b>	<b>3.211%</b>	<b>(512)</b>	<b>-0.06%</b>
<b>VICTOR VALLEY</b>							
ADELANTO	37,150	(5)	37,150	8.73%	1.683%	1,019	0.10%
APPLE VALLEY	75,262	(5)	75,262	17.70%	3.409%	940	-0.07%
HESPERIA	101,792	(5)	101,792	23.93%	4.611%	1,705	0.01%
VICTORVILLE	141,013	(5)	141,013	33.15%	6.388%	2,811	0.13%
UNINCORPORATED URBAN	37,038	(6) (5)	37,038	8.71%	1.678%	217	-0.09%
UNINCORPORATED RURAL	33,067	(7) (5)	33,067	7.77%	1.498%	194	-0.08%
<b>TOTAL VICTOR VALLEY</b>			<b>425,321</b>	<b>100.00%</b>	<b>19.268%</b>	<b>6,885</b>	<b>0.09%</b>
<b>TOTAL DESERT</b>			<b>561,374</b>			<b>6,746</b>	
<b>TOTAL MOUNTAIN/DESERT</b>			<b>611,303</b>		<b>27.693%</b>	<b>7,004</b>	<b>-0.01%</b>
<b>SUMMARY:</b>							
<b>TOTAL INCORPORATED</b>	<b>1,910,219</b>		<b>1,910,219</b>		<b>86.536%</b>	<b>24,549</b>	<b>0.09%</b>
<b>TOTAL UNINCORPORATED</b>	<b>297,205</b>		<b>297,205</b>		<b>13.464%</b>	<b>1,442</b>	<b>-0.09%</b>
<b>TOTAL COUNTY</b>	<b>2,207,424</b>		<b>2,207,424</b>		<b>100.000%</b>	<b>25,991</b>	<b>0.00%</b>
(1) - CITY FIGURES FROM DOF JANUARY 1, 2025 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL. (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I. (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I. (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS. (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY. (6) - UNINCORPORATED URBAN FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND CALTRANS URBAN AREA BOUNDARIES (7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES							

MEASURE I 2024 POPULATION SUMMARY PREPARED BY SAN BERNARDINO COUNTY PLANNING						ATTACHMENT C	
PLANNING REGION	(1) DOF/CO 2024	(2) ADJUSTMENT	2024 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2023	%SUBAREA CHANGE FROM 2023
<b>WEST VALLEY</b>							
CHINO	92,585		92,585	5.87%	4.244%	(552)	-0.04%
CHINO HILLS	76,414		76,414	4.85%	3.503%	(644)	-0.05%
FONTANA	214,223		214,223	13.58%	9.820%	372	0.01%
MONTCLAIR	37,211		37,211	2.36%	1.706%	(283)	-0.02%
ONTARIO	181,224		181,224	11.49%	8.308%	507	0.02%
RANCHO CUCAMONGA	173,316		173,316	10.99%	7.945%	(229)	-0.02%
UPLAND	78,285		78,285	4.96%	3.589%	(91)	-0.01%
UNINCORPORATED URBAN	42,857	(6)	42,857	2.72%	1.965%	(249)	-0.02%
UNINCORPORATED RURAL	1,772	(7)	1,772	0.11%	0.081%	(10)	0.00%
<b>TOTAL WEST VALLEY</b>			<b>897,887</b>	<b>56.93%</b>	<b>41.160%</b>	<b>(1,179)</b>	<b>-0.12%</b>
<b>EAST VALLEY</b>							
COLTON	52,778		52,778	3.35%	2.419%	(376)	-0.03%
GRAND TERRACE	12,771		12,771	0.81%	0.585%	(43)	0.00%
HIGHLAND	55,676		55,676	3.53%	2.552%	(308)	-0.02%
LOMA LINDA	24,965		24,965	1.58%	1.144%	(263)	-0.02%
REDLANDS	72,696		72,696	4.61%	3.332%	724	0.04%
RIALTO	103,097		103,097	6.54%	4.726%	112	0.00%
SAN BERNARDINO	226,541		226,541	14.36%	10.385%	3,311	0.20%
YUCAIPA	53,810		53,810	3.41%	2.467%	(181)	-0.01%
UNINCORPORATED URBAN	75,786	(6)	75,786	4.81%	3.474%	(440)	-0.03%
UNINCORPORATED RURAL	1,127	(7)	1,127	0.07%	0.052%	(7)	0.00%
<b>TOTAL EAST VALLEY</b>			<b>679,247</b>	<b>43.07%</b>	<b>31.138%</b>	<b>2,529</b>	<b>0.12%</b>
<b>TOTAL VALLEY</b>			<b>1,577,134</b>	<b>100.00%</b>	<b>72.298%</b>	<b>1,350</b>	<b>0.08%</b>
<b>MOUNTAINS</b>							
BIG BEAR LAKE	4,958		4,958	9.98%	0.227%	44	0.13%
UNINCORPORATED URBAN	35,902	(6) (3)	35,902	72.28%	1.646%	(209)	-0.11%
UNINCORPORATED RURAL	8,811	(7) (3)	8,811	17.74%	0.404%	(51)	-0.03%
<b>TOTAL MOUNTAINS</b>			<b>49,671</b>	<b>100.00%</b>	<b>2.277%</b>	<b>(216)</b>	<b>-0.01%</b>
<b>NORTH DESERT</b>							
BARSTOW	24,669		24,669	42.63%	1.131%	(249)	-0.10%
UNINCORPORATED URBAN	22,763	(6)	22,763	39.34%	1.043%	(133)	0.07%
UNINCORPORATED RURAL	10,434	(7)	10,434	18.03%	0.478%	(60)	0.03%
<b>TOTAL NORTH DESERT</b>			<b>57,866</b>	<b>100.00%</b>	<b>2.653%</b>	<b>(442)</b>	<b>-0.02%</b>

Attachment: Attachment C - 2024 Population Estimates (11439 : Measure I 2025 Population Estimates)

MEASURE I 2024 POPULATION SUMMARY PREPARED BY SAN BERNARDINO COUNTY PLANNING						ATTACHMENT C	
PLANNING REGION	(1) DOF/CO 2024	(2) ADJUSTMENT	2024 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2023	%SUBAREA CHANGE FROM 2023
COLORADO RIVER							
NEEDLES (RURAL)	4,769		4,769	68.86%	0.219%	13	0.19%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%	0	0.00%
UNINCORPORATED RURAL	2,157	(7)	2,157	31.14%	0.099%	(13)	-0.19%
TOTAL COLORADO RIVER			6,926	100.00%	0.317%	0	0.00%
MORONGO BASIN							
TWENTYNINE PALMS	25,346	(4)	25,346	35.50%	1.162%	(583)	-0.43%
YUCCA VALLEY	21,594		21,594	30.24%	0.990%	(41)	0.26%
UNINCORPORATED URBAN	7,728	(6)	7,728	10.82%	0.354%	(45)	0.05%
UNINCORPORATED RURAL	16,732	(7)	16,732	23.43%	0.767%	(97)	0.11%
TOTAL MORONGO BASIN			71,400	100.00%	3.273%	(766)	-0.03%
VICTOR VALLEY							
ADELANTO	36,131	(5)	36,131	8.63%	1.656%	(525)	-0.11%
APPLE VALLEY	74,322	(5)	74,322	17.76%	3.407%	(674)	-0.14%
HESPERIA	100,087	(5)	100,087	23.92%	4.588%	46	0.04%
VICTORVILLE	138,202	(5)	138,202	33.03%	6.335%	1,009	0.28%
UNINCORPORATED URBAN	36,821	(6) (5) (3)	36,821	8.80%	1.688%	(214)	-0.04%
UNINCORPORATED RURAL	32,873	(7) (5) (3)	32,873	7.86%	1.507%	(191)	-0.04%
TOTAL VICTOR VALLEY			418,436	100.00%	19.182%	(549)	-0.02%
TOTAL DESERT			554,628			(1,757)	
TOTAL MOUNTAIN/DESERT			604,299		27.702%	(1,973)	-0.08%
SUMMARY:							
TOTAL INCORPORATED	1,885,670		1,885,670		86.442%	1,096	0.07%
TOTAL UNINCORPORATED	295,763		295,763		13.558%	(1,719)	-0.07%
TOTAL COUNTY	2,181,433		2,181,433		100.000%	(623)	0.00%
(1) - CITY FIGURES FROM DOF JANUARY 1, 2024 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL. (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I. (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I. (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS. (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY. (6) - UNINCORPORATED URBAN FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND CALTRANS URBAN AREA BOUNDARIES (7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES							

Attachment: Attachment C - 2024 Population Estimates (11439 : Measure I 2025 Population Estimates)

## ***Minute Action***

### AGENDA ITEM: 13

***Date:*** June 11, 2025

***Subject:***

San Bernardino County Transportation Authority Federal Fiscal Year 2026/2027 and 2027/2028 Congestion Mitigation and Air Quality and Surface Transportation Block Grant Program Project Nomination List

***Recommendation:***

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

Approve the Federal Fiscal Year (FY) 2026/2027 and FY 2027/2028 Congestion Mitigation and Air Quality and Surface Transportation Block Grant Program Project Nomination List for the Southern California Association of Governments Call for Projects.

***Background:***

The Southern California Association of Governments (SCAG) issued a SCAG Region Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Program Call for Project Nominations on March 31, 2025. Per the SCAG STBG/CMAQ Program Guidelines (Guidelines), all project nominations were due to the County Transportation Commission (CTC) on May 16, 2025, by 5:00 pm. The CTCs are responsible for the initial review and ranking of all project nominations.

The ranking given to all project nominations by the CTCs is determined by a Project Prioritization Framework (Framework). The SCAG Guidelines required CTCs, such as the San Bernardino County Transportation Authority (SBCTA), in the SCAG region to create a Framework that will assign a ranking for project nominations in their respective counties before applications are submitted to the SCAG for regional evaluation and project selection. The Framework (Attachment 1) was approved by the SBCTA Board of Directors (Board) on March 5, 2025, and was subsequently distributed to all eligible agencies within the County of San Bernardino.

It should be noted that this is not a new source of funding for the SBCTA, but the process of obtaining these CMAQ and STBG funds has changed. Whereas the SBCTA previously received a formula share of funds for allocation to projects that the SBCTA selected, the projects must now be selected by the SCAG. The Framework used to score project nominations is consistent with current Board-approved policies and was developed with the intention of prioritizing the projects that would have been recommended to the SBCTA Board if the SBCTA had retained allocation authority over these funds. These priorities would include programs such as rideshare, bus purchases, transit capital, the freeway program in the Valley Subarea, and the public share of, or contributions to, Major Local Highway Projects Program projects in the Mountain/Desert Subareas. The CMAQ and STBG have been critical in SBCTA's ability to deliver projects throughout the County of San Bernardino, particularly in the Mountain/Desert Subareas, where Measure I funding is limited.

The SBCTA staff received project nominations on May 16, 2025, and used the Board-approved Framework to evaluate and score applications. Through the Framework, applications can receive a maximum score of 100 points. The points assigned through this review determine which SCAG CTC Prioritization Category the projects fall under (Highly Recommended, Recommended, Contingency List, or Not Recommended).

*Entity: San Bernardino County Transportation Authority*

The Prioritization Category given is determined by the table below:

<b><u>SBCTA Scoring Matrix</u></b>	<b>➡</b>	<b><u>Prioritization Category</u></b>	<b>➡</b>	<b><u>SCAG Point Assignment</u></b>
80-100 points		Highly Recommended		50
60-79 points		Recommended		40
40-59 points		Contingency List		20
0-39 points		Not Recommended		0

There were 23 project nominations submitted for evaluation in San Bernardino County. Of the 23 project nominations, three projects were given a score below 40 points, resulting in a Prioritization Category of “Not Recommended.” From the 23 total project nominations, 20 projects received scores of 80 points or above, resulting in a Prioritization Category of “Highly recommended.”

Per the Program Guidelines, the CTCs must submit all project prioritization packages to the SCAG for evaluation and project selection by August 1, 2025, and shall include the following:

- **County Transportation Commission Project Nomination List:**  
Complete list of eligible project nominations received for STBG and/or CMAQ funds, identifying the CTC prioritization designation according to the approved Project Prioritization Framework.
- **CEO or Governing Board Approval:**  
Letter from the CTC’s CEO or documentation of the Governing Board approving the project nomination list in accordance with the approved Project Prioritization Framework.
- **Outreach Documentation:**  
Materials verifying CTC compliance with outreach requirements for Project Prioritization Framework.

Therefore, staff recommends approval of the attached project nomination list (Attachment 2) to facilitate the submittal of the project prioritization package to the SCAG by the August 1, 2025 deadline. Note that while the project list will not change, the amounts requested are subject to final eligibility and accuracy review.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

***Reviewed By:***

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

***Responsible Staff:***

Jamie Carone, Management Analyst III

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Approved  
General Policy Committee  
Date: June 11, 2025  
Witnessed By:

**SBCTA Project Prioritization Framework  
SCAG STBG/CMAQ Call for Project Nominations  
Fiscal Years 2026/2027-2027/2028**

The Southern California Association of Governments (SCAG) intends to issue a SCAG Region Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Program Call for Project Nominations on March 31, 2025. Agencies eligible to apply for STBG and CMAQ funding in San Bernardino County are generally limited to the 25 local government agencies in San Bernardino County (cities, towns, and San Bernardino County), the six transit agencies (Omnitrans, Basin Transit, Mountain Transit, Needles Transit, Victor Valley Transit Authority, and Southern California Regional Rail Authority (in partnership with San Bernardino County Transportation Authority (SBCTA))), federally recognized tribal governments in San Bernardino County, the California Department of Transportation (Caltrans), and SBCTA. Additionally, though an existing federal-aid master agreement is not required to apply, implementing agencies that are eligible for a federal-aid master agreement with Caltrans may apply but are required to have a master agreement in place prior to having awarded funds programmed in the Federal Transportation Improvement Program.

The SCAG guidelines require county transportation commissions (CTC), such as SBCTA, in the SCAG region to create a Project Prioritization Framework that will provide a ranking for project nominations in their respective counties before applications are submitted to SCAG for regional evaluation and project selection.

Through SBCTA's Project Prioritization Framework, applications can receive a maximum score of 100 points. The points assigned through SBCTA's review will determine which SCAG CTC Prioritization Category the project falls under (Highly Recommended, Recommended, Contingency List, or Not Recommended).

SBCTA's proposed Project Prioritization Framework will assign a point value to applications according to the scoring matrix contained in Table 1 on the following page. That scoring will result in the SBCTA prioritization category, which will be used as one of the scoring criteria in SCAG's review process. SCAG will assign a point value, as shown below, for each CTC Prioritization Category during their application review. The maximum points a project can receive with the other SCAG criteria are 110 for CMAQ projects and 100 for STBG projects.

<b><u>SBCTA Scoring Matrix</u></b>	<b>➡</b>	<b><u>Prioritization Category</u></b>	<b>➡</b>	<b><u>SCAG Point Assignment</u></b>
80-100 points		Highly Recommended		50
60-79 points		Recommended		40
40-59 points		Contingency List		20
0-39 points		Not Recommended		0

**Table 1. SBCTA Project Prioritization Framework Scoring Matrix**

Category	Criteria	Points
Project	Project meets at least one of the following criteria: <ul style="list-style-type: none"> <li>Project is in the SBCTA <a href="#">10-Year Delivery Plan</a></li> <li>Project is consistent with SBCTA Board-approved priorities</li> <li>Project is consistent with the <a href="#">SBCTA Zero-Emission Bus Roll-out Plan</a></li> </ul>	70
	Projects in the SBCTA Board-approved Regional/Interregional Project Prioritization	40
	Projects that do not meet any of the above criteria but are consistent with Board Policy	20
	Projects that are not consistent with Board-approved policies	0
Community Engagement	Agency demonstrates public outreach concerning project through public meetings or hearings, workshops, community endorsements, etc.	10
	Agency does not demonstrate community/stakeholder engagement	0
Deliverability	Agency is experienced in delivering federal projects and presents a reasonable schedule for the term of funding availability	20
	Agency lacks experience in delivering federal projects or schedule presents risks to delivery	10
	Schedule is beyond the term of the call for projects	0*

\*Projects that receive 0 points in this category will not be recommended

**SBCTA PROJECT NOMINATION LIST**  
**SCAG Fiscal Year 2026/2027 and 2027/2028 CMAQ and STBG Call for Project Nominations**

Agency	Project Title	Total Cost	CMAQ Request*	STBG Request*	Project	Community Engagement	Deliverability	Rating	Category
Basin Transit	FFY27 Clean Fleet Expansion: Adding One CNG Transit Vehicle to Meet Growing Demand	\$209,664	\$185,616		70	10	20	100	Highly Recommended
Basin Transit	FFY27 Clean Fleet Renewal: Replacing Three Aging Transit Vehicles for Safer, Greener Mobility	\$753,246	\$666,849		70	10	20	100	Highly Recommended
Basin Transit	FFY28 Greener Mobility: Expanding Demand Response with Clean CNG Transit	\$440,295	\$362,182		70	10	20	100	Highly Recommended
Basin Transit	FFY28 Investing in Access: One Vehicle Replacement for Safer, Sustainable Transit	\$263,636	\$233,397		70	10	20	100	Highly Recommended
San Bernardino County	Baker Blvd Bridge Replacement	\$29,795,000		\$15,165,000	70	10	20	100	Highly Recommended
SBCTA	I-10 Corridor Freight and Managed Lane Project (Contract 2B)	\$531,032,000		\$45,000,000	70	10	20	100	Highly Recommended
SBCTA	State Route (SR) 62 Operational and Channelization Project	\$41,700,000		\$3,983,850	70	10	20	100	Highly Recommended
SBCTA	Transportation Demand Management/Rideshare Program Implementation	\$3,700,000	\$3,700,000		70	10	20	100	Highly Recommended
Apple Valley	Yucca Loma Road Rehab and Widening Rincon Road to Navajo Road	\$13,864,000		\$5,841,000	70	0	20	90	Highly Recommended
Mountain Transit	Electric Cutaway Bus Replacements	\$3,572,000	\$3,572,000		70	0	20	90	Highly Recommended
Needles	The River Road & River Street Rehabilitation Project	\$2,801,000		\$2,801,000	70	0	20	90	Highly Recommended
Omnitrans	Buses-Replacement-Alternative Fuel	\$20,260,440	\$20,260,440		70	0	20	90	Highly Recommended
Omnitrans	Buses-Replacement-Alternative Fuel	\$24,957,404	\$24,957,404		70	0	20	90	Highly Recommended
Omnitrans	Less-than-30-Foot Vehicles-Replacement	\$2,185,048	\$2,185,048		70	0	20	90	Highly Recommended
Omnitrans	Less-than-30-Foot Vehicles-Replacement	\$2,109,120	\$2,109,120		70	0	20	90	Highly Recommended
Omnitrans	Maintenance/Storage Facility-Upgrade	\$4,000,000	\$4,000,000		70	0	20	90	Highly Recommended
Victor Valley Transit Authority	Fuel Cell Electric Bus Purchase	\$7,751,000	\$6,616,000		70	0	20	90	Highly Recommended
Victorville	Mojave Drive Street Improvements	\$8,875,000		\$4,370,000	70	10	10	90	Highly Recommended
San Bernardino County	National Trails Highway Bridges Replacement Project Phase 3	\$17,700,000		\$3,150,000	70	0	10	80	Highly Recommended
San Bernardino County	US 95 Havasu Lake Road Intersection Improv	\$1,204,000		\$788,000	70	0	10	80	Highly Recommended
Chino Hills	EV Infrastructure and Fleet Replacement Project	\$8,218,000	\$7,274,000		0	0	20	20	Not Recommended
Highland	Greenspot Road Complete Streets Project	\$5,050,000		\$5,050,000	0	0	10	10	Not Recommended
San Bernardino County	Del Rosa Sidewalk Project	\$1,220,000		\$1,220,000	0	0	10	10	Not Recommended
	<b>TOTAL</b>	<b>\$731,660,853</b>	<b>\$76,122,056</b>	<b>\$87,368,850</b>					

TOTAL RECOMMENDED

\$68,848,056

\$81,098,850

\* amounts are subject to eligibility determination and may change

Attachment: Attachment 2 - STBG CMAQ Project Nomination List [Revision 1] (11670 : SBCTA FFY

## Additional Information

## GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Dawn Rowe</b> Board of Supervisors		X	X									
<b>Joe Baca, Jr.</b> Board of Supervisors		X	X	X	X							
<b>Jesse Armendarez</b> Board of Supervisors		X	X	X	X							
<b>Art Bishop</b> Town of Apple Valley		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							
<b>Larry McCallon</b> City of Highland		X	X	X	X							
<b>John Dutrey</b> City of Montclair		X	X		X							
<b>Alan Wapner</b> City of Ontario			X		X							
<b>Helen Tran, Mayor</b> City of San Bernardino		X	X	X	X							
<b>Debra Jones</b> City of Victorville		X		X	X							
<b>Rick Denison</b> Town of Yucca Valley		X	X	X								

Communication: Attendance (Additional Information)

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

\* = Alternate member attended meeting.

Empty box = Member did not attend meeting.

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

## Acronym List

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

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

**Acronym List**

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



## MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019