

AGENDA
General Policy Committee Meeting
October 8, 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

Joe Baca, Jr., Supervisor
County of San Bernardino

President

Rick Denison, Council Member
Town of Yucca Valley

Past President

Ray Marquez, Council Member
City of Chino Hills

West Valley Representatives

John Dutrey, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

Curt Hagman, Supervisor
County of San Bernardino

Mt./Desert Representatives

Art Bishop, Council Member
Town of Apple Valley

Debra Jones, Council Member
City of Victorville

Dawn Rowe, Supervisor
County of San Bernardino

East Valley Representatives

Frank Navarro, Mayor
City of Colton

Larry McCallon, Mayor Pro Tem
City of Highland

Helen Tran, Mayor
City of San Bernardino

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

AGENDA

General Policy Committee Meeting

October 8, 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 Joe Baca Jr.)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Daniela Almada

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. Measure I Revenue

Pg. 12

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

Presenter: Lisa Lazzar

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

3. Budget to Actual Report for Fourth Quarter Ending June 30, 2025.

Pg. 14

Receive and file Budget to Actual Report for the fourth quarter ending June 30, 2025.

Presenter: Michael Hernandez

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

4. August 2025 Procurement Report

Pg. 25

Receive the August 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

5. Amendment No. 4 to Contract No. 20-1002397 with CityCom

Pg. 29

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

Approve Amendment No. 4 to Contract No. 20-1002397 with CityCom Real Estate Services, Inc., for property and facilities management services, to extend services for one additional year through December 31, 2026, and increase the contract amount by \$91,542, for a revised not-to-exceed amount of \$607,198.

Presenter: Jennifer Joo

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 amendment.

6. Release Request for Proposals No. 26-1003381 for On-Call Employment Law Advisement Services Pg. 34

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

Approve the release of Request for Proposals No. 26-1003381 for the On-Call Employment Law Advisement Services Bench.

Presenter: Colleen Franco

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 RFP.

7. Amending Existing SBCTA/SBCOG Policies Pg. 37

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

Authorize the Executive Director, or her designee, to make non-substantive administrative edits to existing organizational policies to reflect the recent restructuring of the agency and the elimination of the Enterprise Risk Manager position.

Presenter: Colleen Franco

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

Discussion - Regional/Subregional Planning

8. Regional Early Action Planning 2.0 County Transportation Commission Partnership Grant Program Update and Project List Amendment Pg. 38

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

Approve the following modifications to the Southern California Association of Governments for the Regional Early Action Planning (REAP) 2.0 County Transportation Commission (CTC) Partnership Program project list and exhaust contingency funds as follows:

A. Deallocate \$303,787 from the City of Rialto/Metrolink Station Area Complete Streets Visioning.

B. Allocate an additional \$16,740 from the REAP 2.0 CTC Partnership Program funds to the City of Fontana - Sierra Avenue Complete Streets Project for a drainage study.

C. Allocate an additional \$233,948.89 from the REAP 2.0 CTC Partnership Program funds to the City of Ontario - Mission Boulevard and Bon View Avenue Improvements for the Vista Verde II Residential Development Project and develop a funding agreement with the City of Ontario, that can be executed by the Executive Director under existing authority, for the construction of a segment of the project.

D. Allocate an additional \$302,256 from the REAP 2.0 CTC Partnership Program funds to the City of Big Bear Lake - Rathburn Trail Bridge Design Project.

Presenter: Josh Lee

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager has reviewed the item.

9. San Bernardino County Senate Bill 960: 360° Implementation Plan Grant Award

Pg. 41

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

A. Approve Resolution No. 26-004, authorizing the Executive Director, or her designee, to negotiate, finalize, and execute, subject to approval as to form by General Counsel, Contract No. 26-1003357, a Restricted Grant Agreement between SBCTA and the California Department of Transportation, and any amendments thereto, for SBCTA to receive an amount not-to-exceed \$700,000 for the development of the San Bernardino County Senate Bill (SB) 960: 360° Implementation Plan.

B. Authorize the Executive Director, or her designee, to release future Request for Proposals for the development of the SBCTA SB 960: 360° Implementation Plan.

C. Approve a budget amendment to the Fiscal Year 2025/2026 Budget, Task No. 0404, increasing the budget by \$700,000 to be funded by the Sustainable Transportation Planning Grant Program.

Presenter: Ginger Koblasz

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 resolution.

10. 2025 Transportation Development Act - Article 3 Bicycle and Pedestrian Project Awards

Pg. 61

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

Award Transportation Development Act Article 3 funds for Bicycle and Pedestrian Facilities projects in the amount of \$5,974,194 as identified in Attachment A to this item.

Presenter: Ginger Koblasz

This item is not scheduled for review by any other policy committee or technical advisory committee. The result of the award has been emailed to the Transportation Technical Advisory Committee in parallel with the release of the General Policy Committee agenda.

Discussion - Council of Governments

11. Award Contract No. 25-1003298 for San Bernardino Council of Governments Regional Homelessness Strategic Plan to Health Management Associates, Inc.

Pg. 65

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

Award Contract No. 25-1003298 to Health Management Associates, Inc. for the Regional Homelessness Strategic Plan, for a three-year term with two one-year options in an amount not-to-exceed \$746,845.

Presenter: Monique Reza-Arellano

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

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 next General Policy Committee meeting is scheduled for November 12, 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 and the office is located at 1170 W. 3rd Street, 2nd 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. La oficina se encuentra en 1170 W. 3rd Street, 2nd 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/ at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide 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, 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: October 8, 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:

Item No.	Contract No.	Principals & Agents	Subcontractors
5	20-1002397-04	CityCom Real Estate Services, Inc. <i>Sean T. Bailey, CEO</i> <i>Scott Cheramie, Secretary</i>	None
11	25-1003298	Health Management Associates, Inc. <i>Kelly Johnson, CAO</i>	Amplify Communities 720 Strategies

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:

Andrea Zureick, Deputy Executive Director

Approved
General Policy Committee
Date: October 8, 2025

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: October 8, 2025

Subject:

Measure I Revenue

Recommendation:

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

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of September 30, 2025, were \$2,822,268,451.

A summary of the current Measure I receipts by quarter and cumulative total since its inception is included. The quarterly receipts represent sales tax collection from the previous quarter's taxable sales. For example, receipts for July through September represent sales tax collections from April through June.

Measure I revenue for the 2025/2026 Fiscal Year Budget was estimated at \$248,670,000. Actual Measure I receipts for Fiscal Year 2025/2026 July through September are \$64,424,051, in comparison to \$63,679,854 received during the quarter ending September 2024/2025, with an increase of 1.17% due to the increase in spending for general consumer goods, business and industry, slightly offset by decreases in spending for autos and fuel in the County of San Bernardino.

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:

Lisa Lazzar, Chief Financial Officer

Approved
General Policy Committee
Date: October 8, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SBCTA Measure I Receipts 2010-2040

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,649
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	\$1,176,858,666
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	\$1,357,345,167
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	\$1,535,799,994
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	\$1,744,874,794
Fiscal Year 2021/22	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	\$1,997,667,772
Fiscal Year 2022/23	64,538,748	66,271,275	66,140,449	60,936,812	257,887,284	\$2,255,555,056
Fiscal Year 2023/24	64,368,274	62,247,797	65,142,607	60,102,892	251,861,570	\$2,507,416,625
Fiscal Year 2024/25	63,679,854	61,567,694	64,292,960	60,887,266	250,427,775	\$2,757,844,400
Fiscal Year 2025/26	64,424,051				64,424,051	\$2,822,268,451
% Increase Over 24/25	1.17%				-74.27%	

Attachment: MSI Receipts PDF (11783 : Measure I Revenue - 1st Qtr 2025/2026)

Minute Action

AGENDA ITEM: 3

Date: *October 8, 2025*

Subject:

Budget to Actual Report for Fourth Quarter Ending June 30, 2025.

Recommendation:

Receive and file Budget to Actual Report for the fourth quarter ending June 30, 2025.

Background:

The Fiscal Year 2024/2025 Budget for new activity was adopted by the Board of Directors on June 5, 2024. Budgetary information includes the original and revised budgets and expenditures as of June 30, 2025.

The report is broken down by Fund group and provides a percentage of the budget received or expended through June 30, 2025.

The following is an explanation for significant percentage changes by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenue is consistent with the budgeted amount.
2. Charges for services include land sales in the Transit program.
3. Interest is distributed to the appropriate funds at year-end based on ending cash balances which are reflected here and the overall earnings are higher than budgeted as we are conservative in budgeting for interest.

B. Expenditures:

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

C. Other Financing Sources:

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

Federal Fund

A. Revenues:

1. The timing for revenue collection fluctuates as all federal grants are on a reimbursement basis.

B. Expenditures:

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

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Capital Projects Fund, to properly allocate funding for the North First Avenue Bridge project.
2. Operating transfers out are for the repayment of commercial paper.

Federal Transit Administration Fund

A. Revenues:

1. The timing for revenue collection fluctuates as all federal grants are on a reimbursement basis.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Measure I Fund, to properly allocate funding for the West Valley Connector project.

State Fund

A. Revenues:

1. The revenues are higher than budgeted as there were additional awards for Transit and Intercity Rail Capital Program.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Capital Projects Fund and Senate Bill 1 Fund, to properly allocate funding for the State Route (SR) 210 Lane Addition and US 395 Widening projects.

Proposition 1B Fund

A. Revenues:

1. The revenue recognition for most Proposition 1B Funds is when expenditures are incurred, since the funds are received in advance.

B. Expenditures:

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

Local Transportation Fund (LTF)

A. Revenues:

1. LTF revenues are consistent with the budgeted amounts.
2. The positive investment earnings balance is due to higher than estimated interest earned on balances held with the County Treasurer.

General Policy Committee Agenda Item

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B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

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

State Transit Assistance Fund

A. Revenues:

1. State revenues are consistent with the budgeted amounts.
2. The positive investment earnings balance is due to higher than estimated interest earned on balances held with the County Treasurer.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

1. Operating transfers out are negative due to a reversal of prior year accruals that represent cash transfers to the General Fund to fund administrative, planning, and transit activities, and transit projects that did not materialize as actuals. These transfers are on a reimbursement basis.

Senate Bill 1

A. Revenues:

1. The timing for revenue collection fluctuates as most state grants are on a reimbursement basis.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the State Fund to properly allocate funding for the US 395 Widening project.

Measure I 1990-2010 Fund

A. Revenues:

1. Measure I 1990-2010 ended on March 31, 2010, and only interest earnings are accrued based on cash balances.

B. Expenditures:

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

Measure I 2010-2040 Fund

A. Revenues:

1. Measure I Sales Tax revenue is consistent with budgeted amounts.

San Bernardino Council of Governments

San Bernardino County Transportation Authority

2. Miscellaneous revenues represent a refund on a prior year's project.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Enterprise and Capital Projects Funds for draws on the Transportation Infrastructure Finance and Innovation Act loan, and to properly allocate funds for the West Valley Connector and Interstate 10 (I-10) Contract 1 Project.
2. Operating transfers out represent cash transfers to the General Fund to support the Indirect Cost Fund and to the Debt Service Fund to cover debt service expenditures. These transfers also ensure proper allocation of funds for the SR 210 Lane Addition, I-10 Contract 1, and West Valley Connector projects.

Debt Service Fund

A. Revenues:

1. Investment earnings fluctuate with the amount of cash held by the trustee due to the timing of debt service payments.

B. Expenditures:

1. Expenditures to date are consistent with the budgeted amounts.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Measure I fund to cover debt service expenditures.

Capital Projects Fund

A. Revenues:

1. The timing for revenue collection fluctuates as most projects are funded on a reimbursement basis.

B. Expenditures:

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

C. Other Financing Sources:

1. Commercial paper has been issued and paid back for the North First Avenue Bridge Project.
2. Operating transfers in represent cash transfers within the Capital Projects and Measure I Funds to properly allocate funding for the Monte Vista Grade Separation, I-10 Contract 1, and West Valley Connector projects. Also included is the transfer for the repayment of commercial paper from the Federal Fund for the North First Avenue Bridge project.
3. Operating transfers out represent cash transfers within the Federal and Capital Projects Funds to properly allocate funding for the Monte Vista Grade Separation, North First Avenue Bridge, and I-10 Contract 1 projects.

Nonmajor Governmental Funds – Excluding Council of Governments

A. Revenues:

1. The timing for the collection of revenue fluctuates, as most of the state grants are on a reimbursement basis.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to fund the Indirect Cost Fund and to properly allocate funds for the West Valley Connector Project.

Council of Governments Fund

A. Revenues:

1. The timing for revenue collection fluctuates as this program is mostly funded on a reimbursement basis.

B. Expenditures:

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

C. Other Financing Sources:

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

Enterprise Fund

A. Revenues:

1. Express Lanes Operations commenced in August 2024 and revenues have exceeded expectations.

B. Expenditures:

1. Expenditures to date are low, mainly due to the delay in the start of operations.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the Measure I and General Funds for draws on the Transportation Infrastructure Finance and Innovation Act loan, and the cash transfers to fund the Indirect Cost Fund.

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:

Michael Hernandez, Chief of Fiscal Resources

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Approved
General Policy Committee
Date: October 8, 2025

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Fiscal Year 2024-2025
Forth Quarter Budget to Actual Report
June 30, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
GENERAL FUND							
Revenues							
Sales Tax-MSI	2,519,000	-	2,519,000	2,508,270	-	10,730	
Charges for Services	40,010	-	40,010	2,013,549	-	(1,973,539)	
Investment Earnings	460,000	-	460,000	766,283	-	(306,283)	
Miscellaneous	141	-	141	2,148	-	(2,007)	
Total Revenues	3,019,151	-	3,019,151	5,290,250	-	(2,271,099)	
Expenditures							
General Government	13,832,509	1,278,869	15,111,378	10,967,965	-	4,143,413	27.42%
Regional & Subregional Planning	1,553,616	(190,568)	1,363,048	827,803	-	535,245	39.27%
Transit	70,952,674	5,242,009	76,194,683	30,010,634	-	46,184,049	60.61%
Project Delivery	309,967	42,200	352,167	333,389	-	18,778	5.33%
Fund Administration	444,094	(10,100)	433,994	383,808	-	50,186	11.56%
Total Expenditures	87,092,860	6,362,410	93,455,270	42,523,599	-	50,931,671	54.50%
Other Financing Sources							
Transfers in	84,911,887	351,009	85,262,896	28,103,808	-	57,159,088	67.04%
Transfers out	(2,514,517)	(233,944)	(2,748,461)	(2,747,224)	-	(1,237)	0.05%
Total Other Financing Sources	82,397,370	117,065	82,514,435	25,356,584	-	57,157,851	69.27%
Revenues Over (Under) Expenditures	(1,676,339)	(6,245,345)	(7,921,684)	(11,876,765)	-	3,955,081	
Note: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund.							
FEDERAL FUND							
Revenues							
Intergovernmental	131,400,865	-	131,400,865	109,740,762	-	21,660,103	
Investment Earnings	-	-	-	37,715	-	(37,715)	
Total Revenues	131,400,865	-	131,400,865	109,778,477	-	21,622,388	
Expenditures							
Regional & Subregional Planning	700,000	16,851	716,851	391,084	-	325,767	45.44%
Transit	2,363,732	-	2,363,732	1,331,920	-	1,031,812	43.65%
Project Delivery	128,337,133	(4,291,421)	124,045,712	85,148,309	-	38,897,403	31.36%
Total Expenditures	131,400,865	(4,274,570)	127,126,295	86,871,313	-	40,254,982	31.67%
Other Financing Sources							
Transfers in	-	282,515	282,515	282,515	-	-	0.00%
Transfers out	-	(5,839,936)	(5,839,936)	(5,839,542)	-	(394)	0.01%
Total Other Financing Sources	-	(5,557,421)	(5,557,421)	(5,557,027)	-	(394)	0.01%
Revenues Over (Under) Expenditures	-	(1,282,851)	(1,282,851)	17,350,137	-	(18,632,988)	
FEDERAL TRANSIT ADMINISTRATION FUND							
Revenues							
Intergovernmental	44,789,439	-	44,789,439	19,656,342	-	25,133,097	
Total Revenues	44,789,439	-	44,789,439	19,656,342	-	25,133,097	
Expenditures							
Transit	44,789,439	200,000	44,989,439	16,587,131	-	28,402,308	63.13%
Total Expenditures	44,789,439	200,000	44,989,439	16,587,131	-	28,402,308	63.13%
Other Financing Sources							
Transfers in	-	200,000	200,000	200,000	-	-	0.00%
Total Other Financing Sources	-	200,000	200,000	200,000	-	-	100.00%
Revenues Over (Under) Expenditures	-	(400,000)	(400,000)	2,869,211	-	(3,269,211)	

Attachment: Budget to Actual 4th Qtr 2025 (11678 : Budget to Actual Report - 4th Qtr. 2024/2025)

Fiscal Year 2024-2025
Forth Quarter Budget to Actual Report
June 30, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
STATE FUND							
Revenues							
Intergovernmental	69,673,615	-	69,673,615	76,030,070	-	(6,356,455)	
Investment Earnings	-	-	-	154,333	-	(154,333)	
Total Revenues	69,673,615	-	69,673,615	76,184,402	-	(6,510,787)	
Expenditures							
General Government	9,070	(2,031)	7,039	2,570	-	4,469	63.49%
Regional & Subregional Planning	491,374	140,293	631,667	631,667	-	-	0.00%
Transit	35,578,278	557,510	36,135,788	32,949,073	-	3,186,715	8.82%
Project Delivery	32,591,448	2,812,299	35,403,747	21,196,396	-	14,207,351	40.13%
Fund Administration	1,003,077	(129,262)	873,815	869,949	-	3,866	0.44%
Total Expenditures	69,673,247	3,378,809	73,052,056	55,649,655	-	17,402,401	23.82%
Other Financing Sources							
Transfers in	-	2,812,299	2,812,299	2,812,299	-	-	0.00%
Total Other Financing Sources	-	2,812,299	2,812,299	2,812,299	-	-	0.00%
Revenues Over (Under) Expenditures	368	(566,510)	(3,378,441)	23,347,046	-	(23,913,189)	
PROPOSITION 1B FUND							
Revenues							
Intergovernmental	12,998	-	12,998	4,082,327	-	(4,069,329)	
Total Revenues	12,998	-	12,998	4,082,327	-	(4,069,329)	
Expenditures							
Project Delivery	12,998	1,266,463	1,279,461	1,054,570	-	224,891	17.58%
Total Expenditures	12,998	1,266,463	1,279,461	1,054,570	-	224,891	17.58%
Other Financing Sources							
Transfers in	-	3,363	3,363	3,362	-	1	0.00%
Transfers out	-	(3,363)	(3,363)	(3,362)	-	(1)	0.03%
Total Other Financing Sources	-	-	-	-	-	-	0.00%
Revenues Over (Under) Expenditures	-	(1,266,463)	(1,266,463)	3,027,758	-	(4,294,221)	
LOCAL TRANSPORTATION FUND							
Revenues							
Sales Tax-LTF	149,568,943	-	149,568,943	150,047,310	-	(478,367)	
Investment Earnings	2,000,000	-	2,000,000	21,532,356	-	(19,532,356)	
Total Revenues	151,568,943	-	151,568,943	171,579,666	-	(20,010,723)	
Expenditures							
Transit	120,000,000	-	120,000,000	93,860,803	-	26,139,197	21.78%
Total Expenditures	120,000,000	-	120,000,000	93,860,803	-	26,139,197	21.78%
Other Financing Sources							
Transfers out	(44,811,525)	-	(44,811,525)	(19,683,860)	-	(25,127,665)	56.07%
Total Other Financing Sources	(44,811,525)	-	(44,811,525)	(19,683,860)	-	(25,127,665)	56.07%
Revenues Over (Under) Expenditures	(13,242,582)	-	(13,242,582)	58,035,003	-	(71,277,585)	
STATE TRANSIT ASSISTANCE FUND							
Revenues							
Intergovernmental	30,482,261	-	30,482,261	31,565,234	-	(1,082,973)	
Investment Earnings	840,000	-	840,000	8,677,324	-	(7,837,324)	
Total Revenues	31,322,261	-	31,322,261	40,242,558	-	(8,920,297)	
Expenditures							
Transit	24,958,873	17,730,000	42,688,873	21,615,792	-	21,073,081	49.36%
Total Expenditures	24,958,873	17,730,000	42,688,873	21,615,792	-	21,073,081	49.36%
Other Financing Sources							
Transfers out	(31,901,792)	-	(31,901,792)	129,227	-	(32,031,019)	100.41%
Total Other Financing Sources	(31,901,792)	-	(31,901,792)	129,227	-	(32,031,019)	100.41%
Revenues Over (Under) Expenditures	(25,538,404)	(17,730,000)	(43,268,404)	18,755,994	-	(62,024,398)	

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

Attachment: Budget to Actual 4th Qtr 2025 (11678 : Budget to Actual Report - 4th Qtr. 2024/2025)

Fiscal Year 2024-2025
Forth Quarter Budget to Actual Report
June 30, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
SENATE BILL 1 Fund							
Revenues							
Intergovernmental	91,516,246	-	91,516,246	62,525,974	-	28,990,272	
Total Revenues	91,516,246	-	91,516,246	62,525,974	-	28,990,272	
Expenditures							
Commuter and Motorist Assistance	1,431,379	196,182	1,627,561	1,248,028	-	379,534	23.32%
Regional & Subregional Planning Program	10,400,000	-	10,400,000	3,759,791	-	6,640,209	63.85%
Transit	37,343,567	-	37,343,567	16,897,443	-	20,446,124	54.75%
Major Project Delivery	42,341,300	(1,581,869)	40,759,431	40,741,300	-	18,131	0.04%
Total Expenditures	91,516,246	(1,385,687)	90,130,559	62,646,561	-	27,483,998	30.49%
Other Financing Sources							
Transfers out	-	(1,581,869)	(1,581,869)	(1,581,869)	-	-	0.00%
Total Other Financing Sources	-	(1,581,869)	(1,581,869)	(1,581,869)	-	-	0.00%
Revenues Over (Under) Expenditures	-	(196,182)	(196,182)	(1,702,457)	-	1,506,274	
MEASURE I 1990-2010 FUND							
Revenues							
Investment Earnings	100,000	-	100,000	164,763	-	(64,763)	
Total Revenues	100,000	-	100,000	164,763	-	(64,763)	
Expenditures							
Project Delivery	2,003,400	(100,000)	1,903,400	142,860	-	1,760,540	92.49%
Total Expenditures	2,003,400	(100,000)	1,903,400	142,860	-	1,760,540	92.49%
Revenues Over (Under) Expenditures	(1,903,400)	100,000	(1,803,400)	21,903	-	(1,825,303)	
MEASURE I 2010-2040 FUND							
Revenues							
Sales Tax-MSI	249,381,000	-	249,381,000	250,818,687	-	(1,437,687)	
Investment Earnings	15,176,000	-	15,176,000	28,096,297	-	(12,920,297)	
Miscellaneous	-	-	-	13,498,719	-	(13,498,719)	
Total Revenues	264,557,000	-	264,557,000	292,413,703	-	(27,856,703)	
Expenditures							
General Government	1,182,571	56,145	1,238,716	670,423	-	568,293	45.88%
Environment and Energy Conservation	298,449	-	298,449	14,392	-	284,057	95.18%
Commuter and Motorist Assistance	1,285,989	(4,534)	1,281,455	37,830	-	1,243,625	97.05%
Regional & Subregional Planning	1,365,852	18,072	1,383,924	740,895	-	643,029	46.46%
Transit	64,448,896	8,665,980	73,114,876	43,397,294	-	29,717,582	40.65%
Project Delivery	191,598,239	(2,471,764)	189,126,475	76,606,991	-	112,519,484	59.49%
Fund Administration	134,406,907	(204,600)	134,202,307	86,709,297	-	47,493,010	35.39%
Total Expenditures	394,586,903	6,059,299	400,646,202	208,177,122	-	192,469,080	48.04%
Other Financing Sources							
Transfers in	35,262,132	534,830	35,796,962	11,142,556	-	24,654,406	68.87%
Transfers out	(17,138,434)	(1,613,762)	(18,752,196)	(17,587,205)	-	(1,164,991)	6.21%
Total Other Financing Sources	18,123,698	(1,078,932)	17,044,766	(6,444,649)	-	23,489,415	137.81%
Revenues Over (Under) Expenditures	(111,906,205)	(7,138,231)	(119,044,436)	77,791,932	-	(196,836,368)	
Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.							
DEBT SERVICE FUND							
Revenues							
Investment Earnings	-	-	-	198,910	-	(198,910)	
Total Revenues	-	-	-	198,910	-	(198,910)	
Expenditures							
Debt Service	12,413,850	-	12,413,850	12,390,675	-	23,175	0.19%
Total Expenditures	12,413,850	-	12,413,850	12,390,675	-	23,175	0.19%
Other Financing Sources							
Operating Transfers In	12,413,850	-	12,413,850	12,392,008	-	21,842	0.18%
Total Other Financing Sources	12,413,850	-	12,413,850	12,392,008	-	21,842	0.18%
Revenues Over (Under) Expenditures	-	-	-	200,243	-	(200,243)	

Attachment: Budget to Actual 4th Qtr 2025 (11678 : Budget to Actual Report - 4th Qtr. 2024/2025)

Fiscal Year 2024-2025
Forth Quarter Budget to Actual Report
June 30, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
CAPITAL PROJECTS FUND							
Revenues							
Intergovernmental	41,680,437	-	41,680,437	20,158,243	-	21,522,194	
Charges for Services	-	-	-	1,115,187	-	(1,115,187)	
Investment Earnings	1,065,000	-	1,065,000	1,165,787	-	(100,787)	
Miscellaneous	10,671,316	-	10,671,316	272,563	-	10,398,753	
Total Revenues	53,416,753	-	53,416,753	22,711,780	-	30,704,973	
Expenditures							
General Government	150,000	(80,000)	70,000	63,209	-	6,791	9.70%
Regional & Subregional Planning	6,708,337	(406,122)	6,302,215	1,810,700	-	4,491,515	71.27%
Transit	8,048,046	275,400	8,323,446	1,625,021	-	6,698,425	80.48%
Project Delivery	35,661,708	4,847,806	40,509,514	21,186,730	-	19,322,784	47.70%
Fund Administration	2,034,700	-	2,034,700	-	-	2,034,700	100.00%
Total Expenditures	52,602,791	4,637,084	57,239,875	24,685,660	-	32,554,215	56.87%
Other Financing Sources							
Proceeds from commercial paper	20,000,000	-	20,000,000	5,000,000	-	15,000,000	75.00%
Operating Transfers in	1,000,000	4,930,857	5,930,857	5,783,740	-	147,117	2.48%
Operating Transfers out	(20,000,000)	195,129	(19,804,871)	(807,820)	-	(18,997,051)	95.92%
Total Other Financing Sources	1,000,000	5,125,986	6,125,986	9,975,920	-	(3,849,934)	-62.85%
Revenues Over (Under) Expenditures	1,813,962	488,902	2,302,864	8,002,040	-	(5,699,176)	
NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	19,710,125	-	19,710,125	6,103,919	-	13,606,206	
Charges for Services	12,213	-	12,213	-	-	12,213	
Investment Earnings	105,000	-	105,000	272,102	-	(167,102)	
Miscellaneous	14,676	-	14,676	10,767	-	3,909	
Total Revenues	19,842,014	-	19,842,014	6,386,788	-	13,455,226	
Expenditures							
General Government	116,884	(1,400)	115,484	30,604	-	84,880	73.50%
Commuter and Motorist Assistance	5,434,709	912,352	6,347,061	3,414,426	-	2,932,635	46.20%
Regional & Subregional Planning	700,988	634,067	1,335,055	969,216	-	365,839	27.40%
Transit	11,934,322	380,778	12,315,100	1,669,239	-	10,645,861	86.45%
Total Expenditures	18,186,903	1,925,796	20,112,699	6,083,485	-	14,029,214	69.75%
Other Financing Sources							
Transfers in	-	375	375	375	-	-	0.00%
Transfers out	(1,085,366)	(32,097)	(1,117,463)	(1,117,177)	-	(286)	0.03%
Total Other Financing Sources	(1,085,366)	(31,722)	(1,117,088)	(1,116,802)	-	(286)	0.03%
Revenues Over (Under) Expenditures	569,745	(1,957,518)	(1,387,773)	(813,499)	-	(574,274)	
COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	10,564,059	-	10,564,059	1,020,498	-	9,543,561	
Special Assessments	991,873	-	991,873	991,873	-	-	
Investment Earnings	40,000	-	40,000	59,294	-	(19,294)	
Miscellaneous	825,993	-	825,993	47,875	-	778,118	
Total Revenues	12,421,925	-	12,421,925	2,119,540	-	10,302,385	
Expenditures							
Council of Governments	5,617,687	(475,910)	5,141,777	881,333	-	4,260,444	82.86%
Total Expenditures	5,617,687	(475,910)	5,141,777	881,333	-	4,260,444	82.86%
Other Financing Sources							
Transfers out	(781,437)	-	(781,437)	(781,437)	-	-	0.00%
Total Other Financing Sources	(781,437)	-	(781,437)	(781,437)	-	-	0.00%
Revenues Over (Under) Expenditures	6,022,801	475,910	6,498,711	456,770	-	6,041,941	

Attachment: Budget to Actual 4th Qtr 2025 (11678 : Budget to Actual Report - 4th Qtr. 2024/2025)

Fiscal Year 2024-2025
Forth Quarter Budget to Actual Report
June 30, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
ENTERPRISE FUND							
Revenues							
Express Lanes Fees And Charges	13,828,000	-	13,828,000	16,019,395	-	(2,191,395)	
Investment Earnings	-	-	-	448,517	-	(448,517)	
Total Revenues	13,828,000	-	13,828,000	16,467,912	-	(2,639,912)	
Expenditures							
Express Lanes Operation	17,906,865	1,900	17,908,765	14,232,913	-	3,675,852	20.53%
Total Expenditures	17,906,865	1,900	17,908,765	14,232,913	-	3,675,852	20.53%
Other Financing Sources							
Operating Transfers out	(15,354,798)	-	(15,354,798)	(10,700,395)	-	(4,654,403)	30.31%
Total Other Financing Sources	(15,354,798)	-	(15,354,798)	(10,700,395)	-	(4,654,403)	30.31%
Revenues Over (Under) Expenditures	(19,433,663)	(1,900)	(19,435,563)	(8,465,396)	-	(10,970,167)	

Attachment: Budget to Actual 4th Qtr 2025 (11678 : Budget to Actual Report - 4th Qtr. 2024/2025)

Minute Action

AGENDA ITEM: 4

Date: *October 8, 2025*

Subject:

August 2025 Procurement Report

Recommendation:

Receive the August 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 October 1, 2025. The Board of Directors authorized the Executive Director, or her 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:

- No new contracts were executed.
- Four contract amendments were executed.
- One CTO was executed.
- Eight CTO amendments were executed.
- One contingency amendment was executed.
- One new purchase order was executed.
- No purchase order amendments were 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

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

Financial Impact:

This item 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

Approved
General Policy Committee
Date: October 8, 2025

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A - 1
August 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 Amendment	23-1002872	1	Mobile Relay Associates	To extend the contract term to provide critical time to evaluate and test innovative technologies poised to significantly enhance radio communication coverage for Inland Freeways Service Patrol Program.	\$ 156,000.00	\$ -	\$ -	\$ 156,000.00	N/A
Contract Amendment	24-1003033	1	Raimi & Associates, Inc.	To extend the contract term to accommodate review and revisions of the final Engagement Framework toolkit due to recent Federal mandates.	\$ 199,934.00	\$ -	\$ -	\$ 199,934.00	N/A
Contract Amendment	20-1002438	1	G&M Hire Enterprises LLC DBA AtWork Personnel Services	To extend the contract term for On-Call Temporary Employee Services.	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00	N/A
Contract Amendment	21-1002474	1	CathyJon Enterprises, Inc., DBA HB Staffing	To extend the contract term for On-Call Temporary Employee Services.	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00	N/A
CTO	25-1003210	1	Crowe LLP	For Freeway Service Patrol Payroll Verification Audit Services.	\$ 27,779.00	\$ -	\$ -	\$ 27,779.00	\$800,000.00 (available \$772,221.00)
CTO Amendment	22-1002768	5.1	GCAP Services, Inc.	To extend the CTO term for Labor Compliance Services for the I-10 Cedar Avenue Project and additional projects as needed.	\$ 70,000.00	\$ -	\$ -	\$ 70,000.00	\$700,000.00 (available \$216,758.16)
CTO Amendment	23-1002832	6.2	Gafcon, PM-CM LLC	To extend the term of the CTO for Labor Compliance Services for the Interstate 10 Express Lanes Project and additional projects as needed.	\$ 70,000.00	\$ 15,351.84		\$ 85,351.84	\$700,000.00 (available \$216,758.16)
CTO Amendment	22-1002769	7.2	Cumming Management Group, Inc.	To extend the CTO term for Labor Compliance Services for the Interstate 10 Eastbound Truck Climbing Lane Project and additional projects as needed.	\$ 70,000.00	\$ 125,890.00	\$ -	\$ 195,890.00	\$700,000.00 (available \$216,758.16)
CTO Amendment	24-1003133	4A.1	Michael Baker International, Inc.	To decrease the CTO amount for Regional Early Action Plan to provide Active Transportation Program support for the Planning Department.	\$ 400,000.00	\$ -	\$ (250,000.00)	\$ 150,000.00	\$23,281,950.0 (available \$7,382,700.74)
CTO Amendment	24-1003132	4B.1	Fehr & Peers, Inc.	To increase the CTO amount for Regional Early Action Plan to provide Active Transportation Program support for the Planning Department.	\$ 150,000.00	\$ -	\$ 250,000.00	\$ 400,000.00	\$23,281,950.0 (available \$7,132,700.74)
CTO Amendment	24-1003130	5B.1	MNS Engineers, Inc.	To decrease the CTO amount for Regional Early Action Plan to provide Active Transportation Program support for the Planning Department.	\$ 150,000.00	\$ -	\$ (25,000.00)	\$ 125,000.00	\$23,281,950.0 (available \$7,107,700.74)

Attachment: August 2025 Procurement Report - PDF (11140 : August 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 - 1
August 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*
CTO Amendment	24-1003133	5C.1	Michael Baker International, Inc.	To decrease the CTO amount for Regional Early Action Plan to provide Active Transportation Program support for the Planning Department.	\$ 150,000.00	\$ -	\$ (25,000.00)	\$ 125,000.00	\$23,281,950.0 (available \$7,132,700.74
CTO Amendment	23-1003018	5A.1	Dudek	To increase the CTO amount for Regional Early Action Plan to provide Active Transportation Program support for the Planning Department.	\$ 450,000.00	\$ -	\$ 50,000.00	\$ 500,000.00	\$23,281,950.0 (available \$7,082,700.74

Attachment: August 2025 Procurement Report - PDF (11140 : August 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).

Minute Action

AGENDA ITEM: 5

Date: *October 8, 2025*

Subject:

Amendment No. 4 to Contract No. 20-1002397 with CityCom

Recommendation:

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

Approve Amendment No. 4 to Contract No. 20-1002397 with CityCom Real Estate Services, Inc., for property and facilities management services, to extend services for one additional year through December 31, 2026, and increase the contract amount by \$91,542, for a revised not-to-exceed amount of \$607,198.

Background:

San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (City), as tenants-in-common of the Santa Fe Depot (Depot), share the responsibilities for the Depot as defined in the Cooperative Agreement No. 04-040. One of those responsibilities is the retention of a property and facility management firm. SBCTA has the responsibility of managing and facilitating a contract with a property and facilities management firm.

On November 4, 2020, the SBCTA Board of Directors (Board) approved Contract No. 20-1002397 with CityCom Real Estate Services, Inc. (CityCom), for a three-year term, for an amount not-to-exceed \$241,440 for property and facilities management services at the Depot for the period of January 1, 2021, through December 31, 2023, with the option to renew for two one-year terms, for a total not-to-exceed five-year contract amount of \$415,656.

The Board approved Amendment No. 1 on July 7, 2021, to add as-needed facilities management services for other commuter stations and properties where SBCTA has full or partial ownership to cover any related management services costs. The Board approved a \$100,000 increase to the contract, increasing the initial three-year contract amount to \$341,440 for the period of January 1, 2021, through December 31, 2023, with the option to renew for two one-year terms, for a total not-to-exceed five-year contract amount of \$515,656. However, there was a typographical error in the Recommended Action, which stated that the additional \$100,000 brought the total approved contract amount to \$515,000, when it should have stated that the addition of \$100,000 would bring the total approved amount to \$515,656. Despite this error, the Board has approved a total of \$515,656, by approving \$415,656 at award and then approving the addition of \$100,000.

On November 13, 2023, the Executive Director approved Amendment 2, exercising the first of two available one-year contract extensions, to extend services for one year through December 31, 2024.

On September 30, 2024, the Executive Director approved Amendment 3, exercising the second of two available one-year contract extensions, to extend services for one year through December 31, 2025.

On July 31, 2025, the Executive Director approved the request to release Request for Proposals (RFP) No. 25-1003327 for Santa Fe Depot Property and Facility Management and As-Needed

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item

October 8, 2025

Page 2

Commuter Station Facilities Management Services in anticipation of CityCom's contract expiration on December 31, 2025.

On July 24, 2025, RFP No. 25-1003327 was sent electronically to 1446 consultants registered on PlanetBids and was downloaded by 28 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for professional services with ample time for consultants to respond with questions. Two proposals were received upon the final due date and were both deemed non-responsive. As a result, RFP No. 25-1003327 has been cancelled and will be re-released at a future date.

Staff has conducted an internal assessment, in addition to reviews by General Counsel and the Procurement Manager, and has developed strategies to improve the procurement process for the future solicitation. These and other improvements are aimed at increasing the response volume and attracting higher-quality proposers. The scope of work will be revised to be more inclusive, new contract language will be added to provide for a transitional period following the expiration of the current contract and extension on December 31, 2026, and other provisions will be added. The timing of the future procurement will also be carefully planned to allow adequate time for proposal review and response. Historically, SBCTA has received few responses for this contract.

Staff recommends amending Contract No. 20-1002397 with CityCom to extend services for one additional year, through December 31, 2026, and to increase the contract amount by \$91,542, for a revised not-to-exceed amount of \$607,198. This increase is based on an escalation rate consistent with the Price List in the original contract, including a 3.5% increase for Property Management services and fixed increase for Facility Management tasks.

Financial Impact:

The Project is included in the Budget for Fiscal Year 2025/2026 and funded with Indirect Fund (7001) in Building Operations (0805).

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 amendment.

Responsible Staff:

Jennifer Joo, Management Analyst II

Approved
General Policy Committee
Date: October 8, 2025

Witnessed By:

General Contract Information

Contract No: 20-1002397 Amendment No.: 4

Contract Class: Payable Department: Management Services

Vendor No.: 00437 Vendor Name: CityCom Real Estate Services

Description: Santa Fe Depot Property and Facility Management Services

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	241,440.00	Original Contingency		\$	-
Prior Amendments		\$	274,216.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	91,542.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	607,198.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	607,198.00

Contract Authorization

Board of Directors _____ Date: 11/05/2025 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No _____ N/A _____

Local _____ Services _____ N/A _____

Accounts Payable

Estimated Start Date: 01/01/2021 Expiration Date: 12/31/2025 Revised Expiration Date: 12/31/2026

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

								Total Contract Funding:	Total Contingency:
								\$	\$
GL	7001	01	0805	0000	53400	43001000	Indirect	241,440.00	-
GL	7001	01	0805	0000	53400	43001000	Various	274,216.00	-
GL	7001	01	0805	0000	53400	43001000		91,542.00	-
GL								-	-
GL								-	-
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GL								-	-

Jennifer Joo

Project Manager (Print Name)

Colleen Franco

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 08-25-2022 10.11am (11556 : Amendment No. 4 to Contract No. 20-1002397 with CityCom)

AMENDMENT NO. 4 TO CONTRACT NO. 20-1002397

FOR

PROPERTY AND FACILITIES MANAGEMENT SERVICES

WITH

CITYCOM REAL ESTATE SERVICES, INC.

The Contract is amended as follows:

WHEREAS, CityCom Real Estate Services, Inc., DBA City Commercial Management (“Consultant”) and San Bernardino County Transportation Authority (“SBCTA”) entered into Contract No. 20-1002397 for Property Management and Facility Management Services (“Contract”) on December 22, 2020; and

WHEREAS, on July 20, 2021, SBCTA and CONSULTANT entered into Amendment No. 1 to the Contract to include additional as-needed Facility Management services, as described in Attachment A-1, “Scope of Work,” and to increase the contract amount by \$100,000, for a total not-to-exceed amount of \$341,440 for the initial three-year Contract period; and

WHEREAS, on November 13, 2023, SBCTA and CONSULTANT entered into Amendment No. 2 to the Contract to exercise the first of two one-year options to extend the Contract through December 31, 2024; and

WHEREAS, on September 30, 2024, SBCTA and CONSULTANT entered into Amendment No. 3 to the Contract to exercise the second of two one-year options to extend the Contract through December 31, 2025; and

WHEREAS, SBCTA desires to amend the Contract to extend the Period of Performance through December 31, 2026 and to increase the contract amount by \$91,542.

NOW, THEREFORE, the Parties mutually agree to amend Contract No. 20-1002397 as follows:

- A. Article 2 “CONTRACT TERM” is amended to extend the contract termination date to December 31, 2026.
- B. Section 3.2 shall be amended by deleting and replacing the first sentence as follows:

3.2 The Total 6-Year Contract Not-To-Exceed Amount is **Six Hundred Seven Thousand, One Hundred Ninety-Eight Dollars (\$607,198.00)**.
- C. This Amendment No. 4 is effective upon execution by SBCTA.

- D. Except as set forth in this amendment, the Contract, as previously amended, is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment No. 4 effective as of the last date set forth below.

**CITYCOM REAL ESTATE
SERVICES, INC.**

By: _____

Sean T. Bailey
Chief Executive Officer

(Date)

By: _____

Scott Cheramie
Secretary

(Date)

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

Rick Denison
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: 20-1002397 Amendment 4 (11956 : Amendment No. 4 to Contract No. 20-1002397 with CityCom)

Minute Action

AGENDA ITEM: 6

Date: *October 8, 2025*

Subject:

Release Request for Proposals No. 26-1003381 for On-Call Employment Law Advisement Services

Recommendation:

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

Approve the release of Request for Proposals No. 26-1003381 for the On-Call Employment Law Advisement Services Bench.

Background:

On an as-needed basis, Management Services seeks legal advice and counsel to San Bernardino County Transportation Authority (SBCTA) regarding a full range of public employment-related issues. With an established bench of qualified firms, SBCTA can maintain strategic advantages with a broader range of expertise and quicker response time to mitigate issues. The most recent on-call public employment legal services agreement with Atkinson, Andelson, Loya, Ruud and Romo (AALRR) expired on September 30, 2025. SBCTA intends to continue utilizing the same legal advice services outlined below.

- General employee relations and disciplinary actions.
- Federal and California employment discrimination, harassment, retaliation, and civil rights laws.
- Federal and California wage and hour laws.
- Public sector labor laws procedures.
- Public employee retirement/pension laws.
- Administrative investigations.
- Litigation and administrative hearings.
- As needed training for human resources staff, managers, and supervisors on topics related to employment law.

The contract(s), if awarded, will secure services for a five-year term not-to-exceed a combined value of \$100,000.

Pursuant to SBCTA's Contracting and Procurement Policy No. 11000, SBCTA is required to award these types of contracts on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of services at a fair and reasonable price to SBCTA. Such selection shall take into consideration price, prior experience of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. The cost for legal fees is included in the Indirect Fund (7001) Human Resources (0470), and will be planned accordingly for the future.

Entity: San Bernardino County Transportation Authority

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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 RFP.

Responsible Staff:

Colleen Franco, Director of Management Services

Approved
General Policy Committee
Date: October 8, 2025

Witnessed By:

EXHIBIT “A” SCOPE OF LEGAL SERVICES

On an as-needed basis provide legal advice and counsel to SBCTA regarding a full range of public employment-related issues including, but not limited to:

- General employee relations and disciplinary actions: HR practices; personnel rules; maintenance of personnel files; employee discipline; Skelly meetings; due process rights; Luby Rights; and Weingarten Rights.
- Federal and California employment discrimination, harassment, retaliations, and civil rights laws: Title VII of the Civil Rights Act of 1964; Age Discrimination in Employment Act (ADEA); Americans with Disabilities Act (ADA); Federal Civil Rights Acts (sec. 1981 and sec. 1983 claims); and the California Fair Employment and Housing Act (FEHA).
- Leave of absence laws: Family and Medical Care Leave Acts (FMLA); California Family Rights Act (CFRA); pregnancy disability leave (PDL); military leaves of absence (USERRA and California Military & Veterans Code); worker’s compensation; and other California statutory leaves of absence (jury duty, witness leave, domestic violence leave, victims of crime leave, and school activities leave).
- Federal and California wage and hour laws: the Fair Labor Standards Act (FLSA) and California’s Labor Code and Wage Orders.
- Public sector labor laws procedures: the Meyers-Milias-Brown Act (MMBA); labor relations procedures before the Public Employment Relations Board (PERB).
- Public employee retirement/pension laws: Public Employee’s Retirement System (PERS); County Employees’ Retirement Act (“1937 Act”); and addressing service and disability retirements and eligibility for benefits under these programs.
- Administrative investigations.
- Litigation and administrative hearings.
- As-needed training for human resources staff, managers, and supervisors on topics related to employment law.

Minute Action

AGENDA ITEM: 7

Date: *October 8, 2025*

Subject:

Amending Existing SBCTA/SBCOG Policies

Recommendation:

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

Authorize the Executive Director, or her designee, to make non-substantive administrative edits to existing organizational policies to reflect the recent restructuring of the agency and the elimination of the Enterprise Risk Manager position.

Background:

On June 4, 2025, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized the addition of a second Deputy Executive Director position and the restructuring of the agency to improve efficiency and better align with strategic goals. Additionally, on September 3, 2025, the Board authorized the elimination of the Enterprise Risk Manager position from the agency classification plan.

As a result, several policies require administrative updates to accurately reflect new roles, reporting lines, and departmental responsibilities. The bulk of the updates will be to personnel policies to reflect the Director of Management Services reporting directly to the Executive Director and newly assigned safety-related responsibilities reassigned from the Enterprise Risk Manager classification. Any policy changes that would alter the original intent, meaning, or policy direction would be brought to the Board for 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. SBCTA General Counsel has reviewed this item.

Responsible Staff:

Colleen Franco, Director of Management Services

Approved
General Policy Committee
Date: October 8, 2025

Witnessed By:

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

Minute Action

AGENDA ITEM: 8

Date: *October 8, 2025*

Subject:

Regional Early Action Planning 2.0 County Transportation Commission Partnership Grant Program Update and Project List Amendment

Recommendation:

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

Approve the following modifications to the Southern California Association of Governments for the Regional Early Action Planning (REAP) 2.0 County Transportation Commission (CTC) Partnership Program project list and exhaust contingency funds as follows:

- A. Deallocate \$303,787 from the City of Rialto/MetroLink Station Area Complete Streets Visioning.
- B. Allocate an additional \$16,740 from the REAP 2.0 CTC Partnership Program funds to the City of Fontana - Sierra Avenue Complete Streets Project for a drainage study.
- C. Allocate an additional \$233,948.89 from the REAP 2.0 CTC Partnership Program funds to the City of Ontario - Mission Boulevard and Bon View Avenue Improvements for the Vista Verde II Residential Development Project and develop a funding agreement with the City of Ontario, that can be executed by the Executive Director under existing authority, for the construction of a segment of the project.
- D. Allocate an additional \$302,256 from the REAP 2.0 CTC Partnership Program funds to the City of Big Bear Lake - Rathburn Trail Bridge Design Project.

Background:

On September 7, 2022, the San Bernardino County Transportation Authority (SBCTA)/ San Bernardino Council of Governments (SBCOG) Board of Directors (Board) authorized staff to submit grant applications for the Regional Early Action Planning (REAP) 2.0 Program. The expenditure deadline for this program is June 30, 2026. The Board also authorized the Executive Director, or her designee, to approve the Scope of Work and sign the grant applications. Lastly, the Board also authorized the Executive Director, or her designee, to negotiate and execute future restricted REAP 2.0 Grant Agreements with the Southern California Association of Governments (SCAG), subject to approval as to form by General Counsel.

Pursuant to the above authorization received from the Board, SBCTA executed a Memorandum of Understanding (MOU) (funding agreement) with SCAG on July 25, 2024 for the REAP 2.0 County Transportation Commission (CTC) Partnership Program. This was the first funding agreement that SBCTA/SBCOG has executed for the REAP 2.0 Program, for a total amount of \$9,564,868. The funding agreement was to fund two major projects – a Vehicle Miles Traveled Mitigation Bank (\$3,045,000) and a Multimodal Complete Streets Program (\$6,519,868). As projects progressed, the need for amendments to the funding agreements arose, and staff have been actively amending the MOU with SCAG to allow various programmatic changes to be included in the MOU to reduce risk to the agency.

Entity: San Bernardino County Transportation Authority

Project List and Funding Allocation Changes:

The City of Rialto and SBCTA staff collaborated for several months to develop a project scope that aligned with the REAP 2.0 guidelines. Unfortunately, due to the expedited timeline of the REAP 2.0 funding and the limited project eligibility requirements, the City of Rialto has requested to release the funding back to SBCTA. SBCTA staff is adding the funds to the contingency funds to supplement additional work from other projects.

The agenda item includes several staff recommendations for a formal approval of the following modifications to the project list to SCAG for the REAP 2.0 CTC Partnership Program funding: Deallocate \$303,787 originally allocated to the City of Rialto/ Metrolink Station Area Complete Streets Visioning Project, but allocate an additional \$302,256 to the City of Big Bear Lake to complete the Plans, Specifications and Estimates (PS&E) package for Rathburn Trail Bridge Design Project, allocate an additional \$16,740 to the City of Fontana for a drainage study, and allocate an additional \$233,948.89 to the City of Ontario for construction on Mission Boulevard from west of Euclid Avenue to Plum Avenue.

Approval of this agenda item will formally amend the REAP 2.0 project list, which will be submitted to SCAG for approval. Additionally, staff is working with the City of Colton to draft a funding agreement to pass REAP 2.0 funds to the jurisdictions to complete projects before the December 2026 deadline. The total allocation to the City of Colton will remain at \$300,000. The PS&E package for the project is estimated at \$81,945.61 and the remaining \$218,054.39 will be passed to the City through a pass-through funding agreement for construction of the project. Should this project list amendment item be approved, staff will also work with the City of Ontario to draft a funding agreement to pass the newly allocated funds to the construction of the project. A summary of all recommended changes is shown in the table below and on the following page:

	Projects	Current	Requested Change	New Funding Distribution	Notes
1	Fontana	\$950,631.17	\$16,740.00	\$967,371.17	SBCTA recommends an allocation of \$16,740.00 to be added to the project to conduct a drainage study.
2	Ontario	\$737,000.00	\$233,948.89	\$970,948.89	SBCTA recommends an allocation of \$233,948.89 to be added for construction on Mission Blvd from west of Euclid Ave to Plum Ave. SBCTA staff is working with the City to establish a funding agreement for the project's construction.
3	Twentynine Palms	\$511,735.00	\$ -	\$511,735.00	No change.
4	Upland	\$1,001,768.94	\$ -	\$1,001,768.94	No Change

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	Projects	Current	Requested Change	New Funding Distribution	Notes
5	SCRRA / Upland	\$164,795.00	\$ -	\$164,795.00	No Change
6	Rialto	\$303,787.00	(\$303,787.00)	\$ -	City requested the return of the funds.
7	Colton	\$300,000.00	\$ -	\$300,000.00	No change. SBCTA staff is working with the City of Colton to establish a funding agreement for the project's construction. TDA Art 3 to fund additional construction costs.
8	Montclair	\$975,000.00	\$ -	\$975,000.00	No change.
9	Big Bear Lake	\$1,000,000.00	\$302,256.00	\$1,302,256.00	SBCTA recommends allocation of \$302,256.00 to complete the PS&E design package from 30% to 100%. TDA Art. 3 to fund additional design costs.
10	Contingency	\$249,157.89	(\$249,157.89)	\$ -	SBCTA staff recommends exhausting \$249,157.89 of all the contingency funds under the REAP 2.0 Program.
11	SBCTA Project Management	\$325,993.00	\$ -	\$325,993.00	No Change
Total		\$6,519,868.00		\$6,519,868.00	

Financial Impact:

The County Transportation Commission Partnership Program is included in the adopted Budget for Fiscal Year 2025/2026 and funded with REAP 2.0 grant funds in Program 20, Planning and Regional Programs.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager has reviewed the item.

Responsible Staff:

Josh Lee, Deputy Director of Planning

Approved
General Policy Committee
Date: October 8, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 9

Date: *October 8, 2025*

Subject:

San Bernardino County Senate Bill 960: 360° Implementation Plan Grant Award

Recommendation:

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

A. Approve Resolution No. 26-004, authorizing the Executive Director, or her designee, to negotiate, finalize, and execute, subject to approval as to form by General Counsel, Contract No. 26-1003357, a Restricted Grant Agreement between SBCTA and the California Department of Transportation, and any amendments thereto, for SBCTA to receive an amount not-to-exceed \$700,000 for the development of the San Bernardino County Senate Bill (SB) 960: 360° Implementation Plan.

B. Authorize the Executive Director, or her designee, to release future Request for Proposals for the development of the SBCTA SB 960: 360° Implementation Plan.

C. Approve a budget amendment to the Fiscal Year 2025/2026 Budget, Task No. 0404, increasing the budget by \$700,000 to be funded by the Sustainable Transportation Planning Grant Program.

Background:

Senate Bill (SB) 960 was signed into law in September 2024. This bill expands upon existing laws that require the California Department of Transportation (Caltrans) to improve and maintain the state's highway system. It also establishes various programs to fund the development, construction, and repair of local roads, bridges, and other critical transportation infrastructure in California, including the State Highway Operation and Protection Program (SHOPP). Caltrans has long been required to prepare an asset management plan to guide project selection for the SHOPP, focusing on targets and performance measures that align with the state's goals and objectives.

With SB 960, Caltrans is now mandated to incorporate complete streets assets into the SHOPP. In light of the growing demand for active transportation and transit options, the San Bernardino County Transportation Authority (SBCTA) suggested partnering with Caltrans to assist in fulfilling the requirements of SB 960. This is intended to give San Bernardino County residents a greater voice in prioritizing projects under the SHOPP. Therefore, in January 2025, with the approval of the Executive Director, SBCTA applied for funding through Caltrans' Sustainable Transportation Planning/Sustainable Communities Grant Program. The application proposed a grassroots, 360° approach to identifying targets and performance measures for complete streets assets within San Bernardino County along the Caltrans highway system, as mandated by SB 960. The San Bernardino County SB 960: 360° Implementation Plan (short title: 360° for 960) aims to hire an experienced consultant to deliver the following via a publicly available StoryMap with easy-to-read dashboards:

1. Identification and assessment of bike, pedestrian, and transit facilities on and alongside the state highway system,
2. Review of key studies, plans, and best practices,

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item

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3. Definition of performance measures and solutions to support active transportation and transit, and
4. Selection of clear, quantifiable targets, which include accomplishments, goals, objectives, costs, and performance measures.

In July 2025, SBCTA received notification of its award from Caltrans for the San Bernardino County 360° for SB 960 Implementation Plan project. The recommendations presented in this agenda item represent the requirements from Caltrans for a grant agreement.

Financial Impact:

This item is not consistent with the adopted Budget for Fiscal Year 2025/2026. A budget amendment to increase Task No. 0404 by \$700,000 through the Sustainable Transportation Planning Grant is included in this item and Recommendation C.

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 resolution.

Responsible Staff:

Ginger Koblasz, Data and Analytics Program Manager

Approved
General Policy Committee
Date: October 8, 2025

Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 26-004

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE SAN BERNARDINO COUNTY SENATE BILL (SB) 960: 360° IMPLEMENTATION PLAN

WHEREAS, SBCTA is eligible to receive Federal and/or State funding for certain transportation planning related plans, through Caltrans;

WHEREAS, SBCTA has been successful in being awarded a State transportation planning grant in the amount of \$700,000 for its SB 960 implementation plan project;

WHEREAS, SBCTA needs to execute a Restricted Grant Agreement with Caltrans before such funds can be claimed through the Transportation Planning Grant Programs;

WHEREAS, SBCTA wishes to delegate authority to the SBCTA Executive Director to execute this agreement and any amendments, subject to approval as to form by SBCTA General Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of SBCTA:

Section 1. The Executive Director, or designee, is authorized to execute a Restricted Grant Agreement between SBCTA and Caltrans, and any amendments thereto, necessary for the award of the State Transportation Planning Grant to SBCTA for its SB 960 implementation plan project in an amount not-to-exceed \$700,000, subject to approval as to form by General Counsel.

Section 2. This Resolution is effective upon the date of its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on November 5, 2025.

Rick Denison, Board President

ATTEST:

Marleana Roman, Clerk of the Board

General Contract Information

Contract No: 26-1003357 Amendment No.: _____

Contract Class: Receivable Department: Planning and Regional

Customer ID: CDOT Customer Name: California Department of Transportation (Caltrans)

Description: San Bernardino County SB 960: 360° Implementation Plan Grant Award

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	700,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	700,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	700,000.00

Contract Authorization

Board of Directors _____ Date: 10/08/2025 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

State _____ Funding Agreement _____ N/A

Accounts Receivable

Total Contract Funding: \$ 700,000.00 Funding Agreement No: 26-1003357

Beginning POP Date: 08/08/2025 Ending POP Date: 06/30/2028 Final Billing Date: 08/30/2028

Expiration Date: 06/30/2028 Fund Admin: Yes

Parent Contract 26-1003357 PM Description San Bernardino County SB 960: 360° Implementation Plan Grant Award

Z-Related Contracts

Sub-							Sub-						
Fund	Prog	Task	Task	Revenue	Total Contract Funding:		Fund	Prog	Task	Task	Revenue	Total Contract Funding:	
GL: 2703	20	0404	0422	42217728	\$700,000.00		GL:					-	
GL:							GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	
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GL:					-		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	

Ginger Koblasz

Project Manager (Print Name)

Steven Smith

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 26-1003357 (11794 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

SCOPE OF WORK

A 360 Degree Look at Senate Bill (SB) 960 for San Bernardino County: Implementation Plan (Short title: 360° for SB 960)

Project Information	
Grant Category	Sustainable Communities
Grant Fiscal Year	FY 2025-2026
Project Title	360 Degree Look at Senate Bill (SB) 960 for San Bernardino County: Implementation Plan (Short title: 360° for SB 960)
Organization	San Bernardino County Transportation Authority (SBCTA)

Background

As the title indicates, this project will take a 360 degree look at SB 960, which applies to state highways, in San Bernardino County. It will take a grassroots, 360° (from all angles) approach to identifying targets and performance measures for complete street assets in San Bernardino County along the California Department of Transportation (Caltrans) state highway system as required by SB 960 regulation.

Together with the public, community-based organizations, member jurisdictions, transit operators, and Caltrans, the project will (1) identify and assess bike, pedestrian, and transit facilities on and along the state highway system, (2) review key studies, plans, and best practices, (3) define performance measures and solutions supporting active transportation and transit, and (4) set clear targets with quantifiable accomplishments, goals, objectives, costs, and performance measures. These features will be delivered via an online StoryMap hosted on SBCTA's website with relevant downloadable geographic information system data and application programming interface links.

This project is needed not only because SB 960 mandates it but because transportation agencies need to better protect and serve vulnerable road users of all abilities and means, particularly in San Bernardino County where 13.2% live in poverty, which is higher than both the state (12.3%) and national (12.8%) averages (source: U.S. Census Bureau, American Community Survey, 1-Year Estimates). In addition to meeting SB 960 requirements, 360° for SB 960 also addresses the guiding principles of the Climate Action Plan for Transportation Infrastructure, 2024 Regional Transportation Plan/Sustainable Communities Strategy, and SBCTA's Long Range Multimodal Transportation Plan by making transit and active transportation more viable and attractive transportation options.

The County of San Bernardino is the largest county in the continental United States spanning over 20,000 square miles and home to a population of 2.2 million. The county boasts roughly 980,000 jobs and a diverse mix of geography that includes urban development, farmland, the San Bernardino Mountains, and expansive desert regions. With almost 1,200 miles of state highways, San Bernardino County has more state highway mileage than for Los Angeles and Orange Counties combined.

The Caltrans network is the backbone of San Bernardino County's highway system and is the primary "main street" for many of the outlying communities. For example, in the Victor Valley, Interstate (I) 15, U.S. 395, State Route (SR) 18, and SR-138 all play critical roles in local mobility as well as regional, and SR-62 can be considered the "main street" of the Morongo Basin. The primary arteries in the mountains are almost all state highways.

SB 960 and the Caltrans District 8 Active Transportation Plan (ATP)

The SB 960 legislation can be reviewed at: [Bill Text - SB-960 Transportation: planning: complete streets](#)

facilities: transit priority facilities. The following statement from the bill text indicates the reason the bill was thought to be needed:

“Despite policy commitments by the department since 2008 to implement safe and multimodal street designs, progress toward implementation has been slow. The 2024 draft state highway operation and protection program (SHOPP) reveals that significant progress must still be made toward achieving the policy set forth in DP-37 and delivering facilities that are comfortable, convenient, and connected for users of all ages and abilities. According to the 2024 draft SHOPP, only 21 percent of SHOPP projects include meaningful complete streets facilities, such as bikeways, sidewalks, and crosswalks, and the investment levels fall short of being on track to reach the department’s 10-year investment projections. At the same time, deaths and serious injuries from vehicles in California reached an over 30-year high in 2022, which is the most recent year with finalized data.”

Among other things, the bill would require the department to commit to specific 4-year targets to incorporate complete streets facilities, including pedestrian and bicycle facilities, into projects funded by the State Highway Operations and Protection Program (SHOPP).

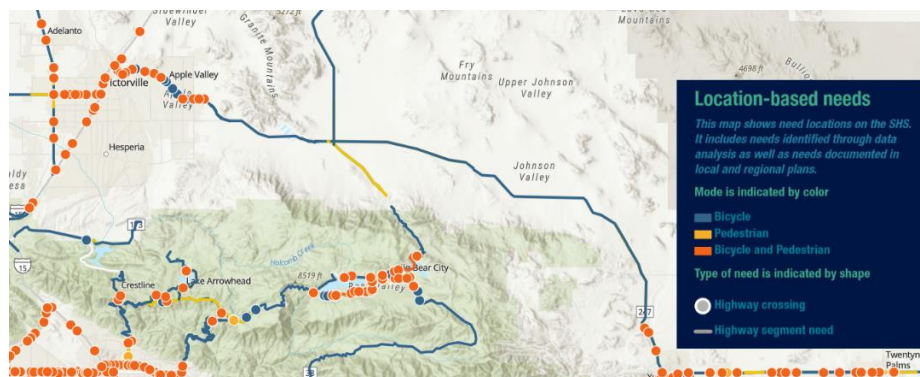
Significant groundwork has already been laid for this project through the Caltrans District 8 ATP. An ArcGIS StoryMap provides an interactive way to view existing conditions and needs for people walking and biking in District 8, which includes the counties of San Bernardino and Riverside. The primary outputs of the ATP are lists and maps of location-based needs, prioritized highway segments, and prioritized highway crossings, which are also mapped on this site. The site can be accessed through this link: [Caltrans District 8 Active Transportation Plan](#).

Caltrans evaluated data about the SHS from its own inventories, from local and regional plans, and from extensive public input to determine where gaps and barriers in walking and bicycling infrastructure are present. Locations were identified as having needs if they met one or more of the following criteria:

- Main Street sidewalk gaps
- Sidewalks in fair or poor condition
- Sidewalks along higher-speed highways
- Stressful pedestrian or bicycle crossings (accounting for the absence of median islands and marked crossings, posted speed limits, and other factors)
- Stressful bicycle segments (due to factors such as high speeds, high traffic volumes, and narrow or absent bikeways)
- Infrequent opportunities to cross under or over freeways
- Freeway interchanges requiring upgrades of various kinds to be more comfortable for people walking or bicycling

The map shown in Figure 1 displays where location-based needs exist in District 8 for people walking or bicycling along the highway (shown as lines) or across the highway (shown as dots). Many of the dots shown on freeways are related to crossings at freeway interchanges.

Figure 1. Location-Based Needs from the District 8 ATP StoryMap



Most transit riders do not have cars and are solely dependent upon transit and/or our active transportation system. In addition, access to transit stops on many of the arterial state highways lacking or inconsistent and the bicycle/pedestrian connections are often spotty or non-existent. For example, on SR-62 in the City of Yucca Valley, there are no provisions bicycles on or parallel to the roadway and sidewalks are spotty or discontinuous. In the photograph below (Figure 2), looking westbound east approaching the SR-247 junction, there is a relatively new transit shelter but sidewalk connectivity eastbound is limited and the westbound connectivity is non-existent. This results in longer walking distances and conditions that could be hazardous. For some highways, bicycle accommodations on the state highway may be appropriate; in other cases, it may be more appropriate for accommodations on a parallel local street. These are some of the types of design dilemmas that need to be addressed to carry out the objectives of SB 960.

Figure 2. SR-62 Looking Westbound, East of SR-247



Table 1 outlines how the 360° for SB 960 Implementation Plan will help Caltrans meet SB 960 obligations while going above and beyond to ensure obligations are met in a meaningful way that will maximize the long-term benefits of the effort.

Table 1. How the 360° for SB960 Implementation Plan will help Caltrans meet SB 960 Obligations.

New SB 960 Requirements	How 360° for SB960 will Support New Requirements
<ul style="list-style-type: none"> • Adopt complete streets targets and performance measures that include the existence and conditions of bicycle, pedestrian and transit priority facilities on the state highway system. • Commit to 4-year targets to incorporate complete streets facilities into projects funded by SHOPP. 	<p>Take a bottom-up approach to develop the following on and along the state highway system in San Bernardino County:</p> <ul style="list-style-type: none"> • Complete streets targets and performance measures that include the existence and conditions of bicycle, pedestrian and transit priority facilities. • Suggested 4-year targets that incorporate complete streets facilities. <p>Bonus: SBCTA will coordinate with Caltrans on these target projects and actively work with member jurisdictions to seek opportunities for project implementation. Additionally, accountability will be encouraged by making the targets and performance measures for bicycle, pedestrian and transit facilities publicly available via a StoryMap with easy-to-read tracking dashboards.</p>

<ul style="list-style-type: none"> • Must adopt a transit policy to guide implementation of transit priority facilities and stops on the state highway system by July 1, 2027. • Guidance must define transit performance measures and identify the department's responsibilities in supporting transit vehicles on the state highway system. 	<p>Work closely with local communities to:</p> <ul style="list-style-type: none"> • Provide public review and comment on draft transit policy guidelines developed by Caltrans. • Develop meaningful transit performance measures that both best suit local needs and inspire increased transit ridership and active transportation. <p>Bonus: The 360° for SB 960 Implementation Plan will assess proactive solutions such as: 1) transit signal priority, queue jumps, and selective opportunities for bus-on-shoulder during peak hours and 2) bicycle and pedestrian facilities that are “along”, not on, Caltrans right-of-way to more safely provide the same active transportation network connections.</p>
<ul style="list-style-type: none"> • SHSMP must include specific quantifiable accomplishments, goals, objectives, costs, and performance measures for complete streets and transit priority facilities. 	<p>Develop specific quantifiable accomplishments, goals, objectives, costs, and performance measures for complete streets and transit priority facilities.</p> <p>Bonus: The results will be published in a dynamic online StoryMap with easy-to-read dashboards.</p>
<ul style="list-style-type: none"> • Develop and adopt a project intake, evaluation, and encroachment permit review process for complete streets that are sponsored by a local jurisdiction or transit agency. • Produce a report regarding project applications. • Designate an encroachment permit manager to each district. 	<p>Once the process has been adopted, as with all local projects in Caltrans right-of-way, SBCTA will assist member jurisdictions throughout the process by advising on logistical specifications, design eligibility, regional consistency, and fund administration requirements. This will continue beyond the 360° for SB 960 Implementation Plan project timeline.</p>

The Caltrans District 8 ATP has already identified most, if not all, locations where bicycle and pedestrian deficiencies exist on state highways (**Figure 1**). Deficiencies have also been identified with the help of the public on SR-18 as documented in the recently completed “Town of Apple Valley Corridor Connections: Highway 18 Access Plan” which recommends a corridor-wide multi-use path, crosswalk additions and enhancements, signal modifications, drainage improvements, and shade.

Additionally, Victor Valley Transit Authority staff has identified an opportunity along I-15 where congestion during peak hours makes it difficult to provide reliable transit service. This area has also been identified as an equity priority community in District 8's ATP (**Attached Exhibits 7 and 10-12**). While the future Brightline project will help alleviate congestion caused by “Vegas Traffic,” particularly southbound return trips on Sundays, there is still sufficient local congestion to warrant examination of bus-on-shoulder opportunities. Ultimately, the goal should be to make transit not only a viable option but a preferable one. Providing buses with traffic-free lanes on state highways is one way to accomplish this goal.

The 360° for SB 960 Implementation Plan will make recommendations for how to address active transportation and transit deficiencies on the state highway system in San Bernardino County and identify candidate projects for incorporation into the SHOPP or that could be funded through a collaboration with SBCTA and its member agencies.

Task 01: Project Administration

Given that the focus of SB 960 is on state highways, SBCTA and Caltrans District 8 Planning will be collaborating closely throughout the project. Upon project award, SBCTA, will coordinate a project kick-off meeting with Caltrans to discuss grant procedures and project expectations including invoicing, quarterly reporting and all other relevant project information including scope, consultant type, and stakeholders. SBCTA will highlight and determine scope refinements.

As the project progresses, SBCTA will prepare and submit invoice packages, quarterly reports, and a final close-out report in accordance with Caltrans' requirements. Invoice packages and reports will be based upon completion of project phases as identified in the grant contract and include project expenditures to-date.

Task Deliverables
<ul style="list-style-type: none"> • Project kick-off meeting at the start of the program with Caltrans and SBCTA, and • Invoicing and quarterly reporting to Caltrans

Task 02. Consultant Procurement

SBCTA will procure an experienced consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering Consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and SBCTA.

SBCTA will develop a preliminary scope of work and initial Request for Proposal (RFP) for Caltrans' Review. SBCTA will then refine and release the RFP, subject to SBCTA Board and Caltrans approval.

SBCTA and Caltrans will review and determine the most qualified consultant, with SBCTA awarding a contract to the selected consultant.

A project kick-off meeting will be scheduled with consultant and stakeholders to discuss the proposed work plan and establish tasks and timelines in accordance with Caltrans grant requirements. The consultant will finalize an action plan outline for SBCTA staff approval.

Task Deliverables
<ul style="list-style-type: none"> • Meeting agenda, participant list, meeting notes, list of action items, • Draft Scope of Work and RFP, • Final RFP, • Review and ranking of qualifications by SBCTA staff/Caltrans, • Executed consultant contract, and • Meeting agenda, participant list, meeting notes, list of action items and action plan.

Task 1. Technical Advisory Committee, Stakeholder, and Public Outreach

Legislators and the public have been repeatedly calling for more complete street options via several avenues including through (1) the passing of SB 960, (2) calls for more active transportation options and improved transit service during development of the SBCTA Long Range Multimodal Plan (<https://www.gosbcta.com/wp-content/uploads/2024/12/Draft-LRMTP-Appendix-A-Community-and-Stakeholder-Engagement.pdf>), (3) public comments on District 8's Active Transportation Plan, and (4) during local planning efforts such as the "Town of Apple Valley Corridor Connections: Highway 18

Approximately 43% (or 936,000) of the County's population resides within the disadvantaged communities designated by CalEPA for the purpose of SB 535. These areas represent the 25% highest scoring census tracts in CalEnviroScreen 4.0. **(Figure 3)**. In fact, the City of San Bernardino (pop: 222,101), the largest of the 24 cities within the County, is the number one ranked impacted area in the State. Overall, the County ranks poorly in air quality, with an "F" grade from the American Lung Association's 2025 Annual State of the Air Report and being located in an extreme non-attainment area for ozone in the South Coast Air Basin. The County also suffers from poor public health outcomes and high fatality rates, especially for bicyclists and pedestrians. Health indicators in the County Community Indicators Report show that 68% of adults in San Bernardino County are either obese or overweight, compared to 62% of adults in California. Residents in disadvantaged communities are less likely to own cars, and more dependent upon our transit and active transportation systems to get to school, work or play. These residents are also more acutely impacted by vehicular emissions, contributing to the health statistics cited above.

[illegible]

The 360° for SB 960 Implementation Plan will develop and implement an extensive Outreach Plan to identify transportation opportunities that lead to greater mobility and healthier environments for DACs by improving transit accessibility and reducing Vehicle Miles Traveled (and the resultant GHG emissions), along with providing more walking and biking options to improve both safety and physical activity levels

in our DACs. As part of the Outreach Plan, the 360° for SB 960 will:

- Develop and meet with a technical advisory committee of local jurisdiction and transit agency staff a minimum of five (5) times,
- Develop and meet with a diverse stakeholder group of community and business representatives a minimum of five (5) times,
- Conduct public outreach at a minimum of four (4) community events,
- Organize at least three (3) on-site, multimodal audits, one for each of three state highway “focus areas” as identified in Task 2. These field visits will look at all modes, with an emphasis on walk, bike, and ride (via transit), and
- Release online surveys.

Task Deliverables

- Outreach plan,
- Confirmed list of core technical group and larger stakeholder group members,
- 360° for SB 960 logo,
- Minimum of 5 technical advisory meetings, with agendas, participant lists, comments, summaries, recordings, and follow-up comments,
- Minimum of 5 stakeholder (including DAC participation) meetings, with agendas, participant lists, comments, summaries, recordings, and follow-up comments,
- Public outreach at a minimum of 4 community events with summary of input gathered.
- At least 3 on-site, multimodal audits, one for each of three state highway “focus areas” as identified in Task 2. These field visits will look at all modes, with an emphasis on walk, bike, and ride (via transit).
- Online survey(ies)
- Advertising materials, printouts of website and social media posting and any commentary, and meeting recordings, and
- StoryMap that includes a copy of the Outreach Plan and provides project updates, notification of upcoming meetings and field audits, and collects location-based comments.

Task 2. Existing Conditions Assessment with Identification of High Priority Focus Areas

As noted earlier, a substantial amount of work has been done by Caltrans District 8 regarding active transportation needs. Some of these are also related to transit stops. Now with SB 960 requirements as a frame of reference, the next steps can be taken to translate the assessment of needs into action.

Task 1 will take everything that has been accomplished by District 8 thus far, particularly the prioritized needs from the ATP StoryMap, and ask the next logical question:

“What are the physical conditions on these segments of state highway and what is their potential for improvement?”

Task 1 will build on the needs identified in District 8’s ATP and other relevant plans to develop a more thorough inventory that includes an assessment of both active transportation and transit mobility problems that can potentially be addressed. Existing conditions of all sites will be documented. Specific strategies and opportunities to address those problems will then be developed in Task 2.

It is believed that the best use of the funds from this Caltrans grant will be to focus on specific sections of highway that have some combination of both the greatest need and the greatest opportunity for improvement. The proposed approach to Task 1 is as follows:

- Conduct a screening process to identify highway segment “focus areas.” These will be the state highway segments with some combination of the greatest need and greatest opportunity for improvement. By focusing on these segments Caltrans staff will be in the best position to make recommendations for funding, whether that be in the SHOPP or in a collaborative funding arrangement with SBCTA and/or local jurisdictions. While the focus areas would be identified as part of the process, to illustrate this concept, sample segments might include:
 - U.S. 395 from I-15 to Adelanto. The question here will be whether and how to accommodate north-south bicycle/pedestrian movement in the state right-of-way or whether to collaborate with the cities to focus on a contiguous parallel route.
 - SR-18 in the City of Big Bear Lake. This is the biggest concentration of bike/ped activity in the mountains and has unique needs related to tourism and recreation.
 - SR-62 in the commercial areas of the City of Yucca Valley and Twentynine Palms. This is another site with significant recreational activity, but with a growing commercial base, made more complicated by through traffic, to include increasing truck activity. Active transportation facilities are discontinuous or non-existent.
 - SR-18 segments in the commercial areas of the City of Victorville and the Town of Apple Valley.
 - I-15 segment in the City of Victorville where congestion prevents Victor Valley Transit Authority from providing reliable service during peak hours.
- For each “focus area” provide mapping and data that will allow for specific mobility problems and improvement opportunities to be identified. It is here that the public and agency outreach will be focused (see Task 3). The problems and opportunities will be “workshopped” in that task to arrive at realistic concepts for incorporation of complete street features. SBCTA will collaborate with Caltrans to refine this approach as needed.
- For each focus area, prepare a brief statement of purpose and need as well as planning-level schematics of potential alignments of active transportation facilities (both within and outside Caltrans ROW, as appropriate). These are candidate improvements, not final recommendations, that can be vetted and refined based on the stakeholder and public outreach.
- Based on assessment, input from stakeholders, and public outreach, prepare a StoryMap showing focus area assessments and plans.

Task Deliverables

- Review of all relevant existing documentation,
- Assessment of existing conditions,
- Identification of focus areas,
- Mapping and data that can be used to identify mobility problems and improvement opportunities,
- Brief statement of purpose and need and preparation of planning-level schematics, and
- StoryMap identifying assessment of existing deficiencies, identification of focus areas, and draft plans for improvement.

Task 3. SB 960 Metrics and Analysis

Solutions for some of the identified challenges are already included in funding programs. For example, the solution for transit efficiency and mobility on the I-10 and I-15 will be accommodated through free access for buses in high-occupancy toll lanes (HOT) lanes, providing for more reliable transit travel times. The first

segment of the Southern California Association of Governments (SCAG) HOT lane (or “managed lane”) system on I-10 was completed in 2024 from the Los Angeles County line to I-15. The I-10 HOT lanes will also be free for 3+ vanpools and carpools.

A new segment of HOT lanes on I-15 between the Riverside County line and SR-210 will begin construction later this year, also providing for improved transit reliability and discounts for vanpools and 3+ carpools. I-15 in the Cajon Pass is also planned for HOT lanes that will be beneficial for transit reliability. But in the meantime, the Pass is a source of significant congestion and delays for all vehicles, including transit and HOVs. Therefore, a low-cost solution such as bus-on-shoulder will be examined for potential operational benefits as part of the SB 960, recognizing that the long-term solution is to complete the HOT lanes through the Cajon Pass as planned in the SCAG managed lane network.

Arterial state highways represent a different environment and more opportunity for complete street elements. Buses, cyclists, and pedestrians use these roads on a regular basis, and there are known deficiencies, as previously discussed. There are also opportunities for transit priority at signalized intersections as well as for street-crossing improvements and longitudinal improvements that benefit cyclists and pedestrians. To the extent possible, the benefits of the proposed improvements will be quantified. Metrics for each identified location within a focus area could include:

- Existing conditions from Task 2 (e.g. speeds of transit and regular traffic, collision history, traffic volumes, seasonal variations in volume and congestion, etc.)
- Estimates of potential improvement in metrics, such as transit speeds and use of collision reduction factors (CRFs) to estimate safety benefit based on improvement type.
- Cost estimates and potential project development schedule for improvements
- Assessment of funding potential through local revenue streams, competitive grant programs, and inclusion in the SHOPP.

Key targets will then be identified and divided into 4-year phases for the following 12-years with clear, measurable accomplishments, goals, objectives, cost estimates, and performance metrics.

SBCTA will work with Caltrans District 8 throughout the duration of this task to formulate improvements, evaluate potential project development timelines, identify funding opportunities, and attempt to fit improvements into programming cycles. SBCTA will also ensure that the public is provided ample opportunity for input, and that the public facing project dashboard is kept up to date.

Task Deliverables

- Technical memorandum describing specific improvements for each focus area, potential project development timelines, funding opportunities, and identification of potential programming cycles for state and other funding.
- List of key project development targets divided into 4-year phases for the following 12-years with measurable accomplishments, goals, objectives, cost estimates, and performance measures.
- StoryMap with project metrics and key targets with an easy-to-understand update tracking dashboard.

Task 4. Draft and Final Plan

A 360° for SB 960 Draft Report and Implementation Plan will be delivered in a StoryMap e-Plan format. It will document recommendations for how to address active transportation and transit deficiencies on the state highway system in San Bernardino County and identify candidate projects for incorporation into the SHOPP or funded through a collaboration with SBCTA and its member agencies. The report will provide an overview of the project and organize sections by focus area so that Caltrans District 8 can easily

communicate the recommendations to management, local agencies, and the public, as well as provide input to subsequent programming documents. The draft e-Plan will be presented to SBCTA technical and policy committees and provide for a 45-day comment period, after which the final plan will be prepared.

Task Deliverables
<ul style="list-style-type: none"> • Draft StoryMap e-Plan, • List of public comments with responses, • Final StoryMap e-Plan that incorporates relevant public and agency comments, • Final Plan (published) that includes a summary of the next steps towards implementation, credits FHWA, FTA, and Caltrans on the cover or title page as appropriate, submitted to Caltrans in an ADA accessible electronic copy, and • Board agenda, presentation materials, meeting minutes with Board acceptance/approval.

California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS-32 SACRAMENTO, CA 94273-0001
(916) 261-3326 | TTY 711
www.dot.ca.gov



July 1, 2025

SENT VIA E-MAIL

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Sustainable Transportation Planning Grant award.

Sustainable Transportation Planning Grant Program						
Grant Award Fiscal Year	2025-26	Grant Category	Sustainable Communities Competitive		Grant Fund Source	SHA
Project Title	360 Degree Look at Senate Bill 960 for San Bernardino County: Implementation Plan (Short title: 360° for SB 960)					
Grantee/Agency	San Bernardino County Transportation Authority					
Executive Director	Raymond Wolfe					
Grantee/Agency Contact	Ginger Koblasz					
Sub-Recipient(s)						
Caltrans District Contact(s)	Ricky Rivers, Stephanie Ahmad					
Caltrans District Contact(s) E-mail	ricky.rivers@dot.ca.gov, stephanie.ahmad@dot.ca.gov					
Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost	
\$700,000	\$90,692	NA	\$90,692	11.47%	\$790,692	
Conditions of Award Due to Caltrans		Grant Expiration Date		Final Invoice Due		
August 8, 2025		June 30, 2028		August 30, 2028		
* The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.						

Attachment: Caltrans Award Letter (11794 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

Caltrans Sustainable Transportation Planning Grant Program
Grant Award
Page 2

Next Steps

1. The Caltrans District Grant Manager will schedule a Conditional Award Meeting with your agency soon.
 - The attached specific and general conditions and project revisions necessary to accept grant funding will be discussed at this meeting.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
 - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the attached specific and general conditions.
4. Once the required conditions are met and the agreement is executed, the Caltrans District Grant Manager will:
 - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). *Grant work cannot begin until the Notice to Proceed letter is received by your agency.*
 - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,



ERIN THOMPSON
Chief, Office of Regional and Community Planning

Attachments:
Specific and General Conditions

Sustainable Transportation Planning Grant Program

Grant Award Specific and General Conditions

Specific Conditions

If Specific Conditions have been identified for this grant, they will be listed below. Please make all necessary revisions to the Grant Application Cover Sheet, Scope of Work (SOW), and/or the Cost and Schedule, and complete the right column to indicate where the specific conditions were addressed.

Specific Conditions	Conditions Addressed List Document, Section & Page(s)
1. Consider shortening Grant Title as this will be used for the Grant Application Cover Sheet, SOW, and Cost and Schedule in addition to the executed contract. Final Product will need to include this title as well.	
2. Complete/submit a Grant Application Cover Sheet.	
3. SOW - Include Task Narrative and Deliverables for Task 5 Board Review/Approval.	
4. SOW Task 1: Include Public Outreach as its own task separate from the Technical Advisory Committee and Stakeholder Outreach.	
5. Identify the authorized signer(s) and email address(s) for the grant agreement that will be routed via Adobe Acrobat Sign	

Specific Conditions	Conditions Addressed List Document, Section & Page(s)

General Conditions

Please review the General Conditions below and complete them, as necessary. Most of these items are outlined in the Grant Application Guide, Ch. 6 and Appendix B.

- **Board Resolution** – A current (less than one year old) Local Board Resolution, signed by the governing board that includes the grant project title and job title of the person authorized to enter into a contract with Caltrans, is required to be submitted to Caltrans by September 12, 2025.
- **Government Entity Taxpayer ID Form** is now required in place of the previously required STD-204. It is required by Caltrans Accounting to ensure payments are sent to the correct recipient and address.
- **Scope of Work (SOW) and Project Cost and Schedule** (Refer to Grant Application Guide, Appendix B Checklists) These are frequently missed requirements:
 - Project Management stand-alone tasks, staff and/or consultant coordination are not allowed. Project Management activities must be charged to the tasks in which they are accrued.
 - Include tasks for a kick-off meeting with Caltrans, invoicing, quarterly reporting, and Board adoption or acceptance.
 - Ensure the deliverable for the consultant procurement task includes: Request for Proposal (RFP), executed consultant contract, and a copy of your agency's procurement procedures.
 - The earliest project start date is November 17, 2025, with an end date of June 30, 2028. The Project Cost and Schedule will need be updated to reflect your proposed start date. At least one task must extend to the grant expiration date on June 30, 2028.
 - Indirect Costs - For Local Government Agencies requesting to bill for indirect costs: Indirect costs must be identified in the SOW and Project Cost and Schedule, and the indirect cost rate included at the bottom of the Project Cost and Schedule.
- **Grant Application Cover Sheet and Project Cost and Schedule**
 - Ensure the grant award, local match, and total project costs are consistent with the award letter amounts.
- **Grant Application Cover Sheet** - Must identify the specific source of cash and in-kind local match funds; and must identify the agency providing the local match.
 - If your agency is using staff time as a cash match, the application cover sheet must identify the source of local match funds for staff time (e.g., General Fund).
 - Direct grantee staff time is not an allowable in-kind match and must be identified as cash match.
- **Third Party In-Kind Valuation Plan, if applicable** - Third-party in-kind contributions consist of goods and services donated from outside the grantee's agency (e.g., printing, facilities, interpreters, equipment, advertising, staff time, and other goods or services). If utilizing third-party in-kind contributions to satisfy the local match requirement:
 - Ensure in-kind contribution information is identified on the Grant Application Cover Sheet and Project Cost and Schedule.
 - To clarify, sub-recipient staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.
 - Submit a Third-Party In-kind Valuation Plan. The district can provide a copy of the valuation plan checklist and template.

- **Ensure Consistency** - All changes made to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule are made consistently in all documents.

Grant Administrative Requirements

Refer to the Grant Application Guide, Ch. 6, and the Restricted Grant Agreement boilerplate for a detailed overview of the Grant Administrative Requirements that must be adhered to over the life of the project. In summary:

- **Third Party Contracts** - Competitive consultant procurement, i.e., Request for Proposals (RFP) is required for all grant projects.
 - If there is a consultant on-board, ensure the process to procure the consultant was a competitive process (documentation must be provided to Caltrans); the grant work must have been part of the original RFP.
 - If using an on-call consultant list, the process for establishing the list must be competitive and less than five years old (documentation must be provided to Caltrans)
- **Quarterly Reporting** – Quarterly Progress Reports (a narrative of completed project activities) are submitted on a quarterly basis.
- **Invoicing and Financial Requirements** –
 - Maintain a proper accounting system (MS Excel is unacceptable).
 - Request for Reimbursements/invoices (RFRs) at least quarterly, but no more than monthly.
 - One-time, lump sum invoices are not allowed.
 - If requesting reimbursement of indirect costs, a copy of the ICAP/ICRP acceptance letter must be submitted with the first invoice.
 - Local match commitments must be satisfied with every RFR/invoice, including any local match amount above the minimum amount. If you are unable to meet this commitment, coordinate with your district Contract Manager.
 - All work must be completed by June 30, 2028.
 - Final RFR/invoice and the final product are due no later than August 29, 2028.
 - The final RFR/invoice will not be processed without the final product.
 - An Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) must be submitted each year to the Inspector General Independent Office of Audits and Investigations for approval. Instructions for submitting an ICAP/ICRP are available at the following webpage: <https://ig.dot.ca.gov/resources>
- **Grant Amendments** - Proposed changes to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule (e.g., local match amount, fund source, movement of funds) will require an amendment and Caltrans approval. Please contact Caltrans for guidance on this process.

Minute Action

AGENDA ITEM: 10

Date: *October 8, 2025*

Subject:

2025 Transportation Development Act - Article 3 Bicycle and Pedestrian Project Awards

Recommendation:

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

Award Transportation Development Act Article 3 funds for Bicycle and Pedestrian Facilities projects in the amount of \$5,974,194 as identified in Attachment A to this item.

Background:

San Bernardino County Transportation Authority (SBCTA) oversees the disbursement of 2% of the Local Transportation Funds made available to counties and cities for facilities geared toward the exclusive use of bicyclists and pedestrians, known as the Transportation Development Act (TDA) Article 3 Program. In August 1999, the SBCTA Board of Directors (Board) approved a policy stipulating that 80% would be available for bicycle and pedestrian projects. The remaining 20% of the Article 3 Program funds would be made available for transit stop access improvement projects for pedestrians and persons with disabilities. In 2015, the Board approved the use of up to 10% of the funds available for bicycle and pedestrian projects for maintenance of existing bicycle and pedestrian facilities. In 2017, the Board further approved a policy to set aside a minimum of 50% of the remaining bicycle and pedestrian facilities project funding for smaller projects under \$250,000.

On June 4, 2025, the SBCTA Board authorized the release of the TDA Article 3 Call for Projects for Bicycle and Pedestrian Improvement Projects. Local jurisdictions were notified of this opportunity through SBCTA's website and the Transportation Technical Advisory Committee email list. The amount of TDA Article 3 funds available for award was \$5,977,000, with up to 10% available for maintenance of existing bicycle and pedestrian facilities and a minimum of 50% of the balance for smaller projects defined as requesting \$250,000 or less. The closing date for the Call for Projects was August 6, 2025.

In total, 26 Bicycle and Pedestrian Facilities project applications from 16 jurisdictions were submitted for a total funding request of \$10,261,655. An evaluation panel comprised of representatives from SBCTA, Southern California Association of Governments, Riverside County Transportation Commission, and Active Inland Empire scored the projects. Final scores represent an average of the scores allocated to each application. According to the guidelines, only projects scoring 70% or higher are eligible to receive funding.

Attachment A provides the bicycle/pedestrian facilities scoring results. Based on evaluation results, 16 projects are recommended for funding. These projects are sponsored by 10 jurisdictions including the Town of Apple Valley and the Cities of Barstow, Big Bear Lake, Chino, Colton, Fontana, Highland, Ontario, Rancho Cucamonga, and Rialto.

For the maintenance of existing facilities with a set-aside amount of \$597,000 available, the only agencies to submit applications were the City of Rancho Cucamonga and the Town of Apple Valley. With a combined total of \$437,000, the amount requested is below the total set-aside available.

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item

October 8, 2025

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For the small projects requesting \$250,000 or less category with a set-aside amount of \$2,689,650 available, only 6 of the 11 projects scored high enough to meet the minimum 70% required for award recommendation. With a combined total of \$1,074,850, the amount requested is below the total set-aside available.

For the large project requesting \$250,000 or more category, the amount available after unused balances from the maintenance and small projects are carried over is \$4,465,150. Only 8 of the 13 projects scored high enough to meet the minimum 70% required for award recommendation. With a combined total of \$4,462,344, a balance of \$2,806 will remain available for future TDA Article 3 use. See Attachment A for a complete list of applications and recommended awards, and Attachment B for a summary of award distribution for 2021 through 2025.

Financial Impact:

The award of TDA Article 3 for Bicycle & Pedestrian Projects is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Local Transportation Fund - Pass Through in Program 30, Transit.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. The result of the award has been emailed to the Transportation Technical Advisory Committee in parallel with the release of the General Policy Committee agenda.

Responsible Staff:

Ginger Koblasz, Data and Analytics Program Manager

Approved
General Policy Committee
Date: October 8, 2025

Witnessed By:

Attachment A
2025 TDA Article 3 Bicycle & Pedestrian Improvement Awards
Total Awards: \$5,974,194

Maintenance Projects (10% of Total Available Funds)					Available Funds		\$597,700
Rank	Project	Project Total	Local Match	Score	TDA Article 3		
					Request	Running Total	Total Award
1	Rancho Cucamonga Foothill Bike Lane Restriping	\$433,000	\$91,000	73	\$342,000	\$342,000	\$342,000
2	Apple Valley Road Sidewalk Remediation Project	\$95,000	\$0	70	\$95,000	\$437,000	\$95,000
Subtotal							\$437,000

Small Projects Requesting \$250,000 or Less (50% of Remaining Funds)					Available Funds		\$2,689,650
Rank	Project	Project Total	Local Match	Score	TDA Article 3		
					Request	Running Total	Total Award
1	Fontana Randall Pepper (O'Day Short) Elementary SRTS Sidewalk Gap Closure (SRTS)	\$633,660	\$383,660	87	\$250,000	\$250,000	\$250,000
2	Rancho Cucamonga Base Line Road and Deer Creek Trail Crossing Enhancements (Bike/Ped)	\$672,000	\$422,000	83	\$250,000	\$500,000	\$250,000
3	Big Bear Rathbun Creek Trail Big Bear Boulevard Crossing (Design)*	\$1,550,000	\$1,370,000	78	\$180,000	\$680,000	\$180,000
4	Chino Benson Avenue Safe Routes to School Improvements from Chino Avenue to Riverside Drive (De	\$65,000	\$20,150	77	\$44,850	\$724,850	\$44,850
5	Colton North La Cadena Drive Class II Bikelane Project (Bike)*	\$412,125	\$312,125	71	\$100,000	\$824,850	\$100,000
6	Fontana Ted J. Porter Elementary SRTS Sidewalk Gap Closure (SRTS)	\$475,061	\$225,061	71	\$250,000	\$1,074,850	\$250,000
7	Victorville 3rd Avenue Bicycle and Pedestrian Accessibility Enhancement Project (Bike/Ped)	\$416,860	\$212,599	69	\$204,261	\$1,074,850	\$0
8	Victorville Sidewalk Infrastructure Enhancements and ADA Upgrades (Sidewalk)	\$414,535	\$169,959	68	\$244,576	\$1,074,850	\$0
9	Adelanto Bellflower Street Sidewalk Improvements (Sidewalk)	\$250,000	\$25,000	63	\$225,000	\$1,074,850	\$0
9	Chino Edison Avenue and Cypress Avenue Pedestrian and Bicycle Improvements (SRTS Design)	\$200,000	\$62,000	56	\$138,000	\$1,074,850	\$0
11	County Joshua Tree Pedestrian Safety Improvements (Sidewalk)	\$198,508	\$19,851	53	\$178,657	\$1,074,850	\$0
Subtotal							\$1,074,850

Large Projects Requesting Over \$250,000 (Remainder Including Unspent Funds from Above)					Available Funds		\$4,465,150
Rank	Project	Project Total	Local Match	Score	TDA Article 3		
					Request	Running Total	Total Award
1	Apple Valley Bear Valley Pathway Project (SRTS)	\$1,211,812	\$605,906	88	\$605,906	\$605,906	\$605,906
2	Apple Valley Bear Valley Road Class I Bike Path Connectivity Project (Design)	\$500,000	\$250,000	87	\$250,000	\$855,906	\$250,000
2	Rialto Safe Routes to School Improvements Project (SRTS)	\$8,096,000	\$7,096,000	87	\$1,000,000	\$1,855,906	\$1,000,000
4	Highland Boulder Ave & Webster St School Area Sidewalk Gap Closure Project (SRTS)	\$730,000	\$372,300	86	\$357,700	\$2,213,606	\$357,700
5	Rancho Cucamonga Hermosa Avenue Complete Streets Project (Bike/Ped)	\$912,000	\$375,000	85	\$537,000	\$2,750,606	\$537,000
8	Barstow Street Reconstruction Rimrock Road between H St. and Agarita Ave. (Bike/Ped)	\$1,000,000	\$510,000	76	\$490,000	\$3,240,606	\$490,000
6	Fontana Middle School SRTS Sidewalk Gap Closure (SRTS)	\$721,745	\$246,745	79	\$475,000	\$3,715,606	\$475,000
7	Ontario Downtown Euclid Avenue Corridor Project (Design)	\$1,148,828	\$402,090	76	\$746,738	\$4,462,344	\$746,738
9	Redlands Sidewalk & ADA Ramp Replacement (Sidewalk Repairs)	\$1,000,000	\$100,000	58	\$900,000	\$4,462,344	\$0
10	Yucca Valley Pedestrian Safety and Connectivity Enhancement - Yucca Valley Elementary School	\$993,562	\$150,000	57	\$843,562	\$4,462,344	\$0
11	Yucaipa 5th Street and Avenue E Intersection Improvements (Bike/Ped)	\$361,500	\$36,150	57	\$325,350	\$4,462,344	\$0
12	Yucca Valley Pedestrian Safety and Connectivity Enhancement - Yucca Valley High School	\$620,655	\$100,000	52	\$520,655	\$4,462,344	\$0
13	County Blake Street and Kerry Street Pedestrian Improvements	\$786,000	\$78,600	51	\$707,400	\$4,462,344	\$0
Subtotal							\$4,462,344
Total Awarded							\$5,974,194

Note: Funding requests and matches have been rounded to the nearest dollar.

Balance Refunded to Bike/Ped Program **\$2,806**

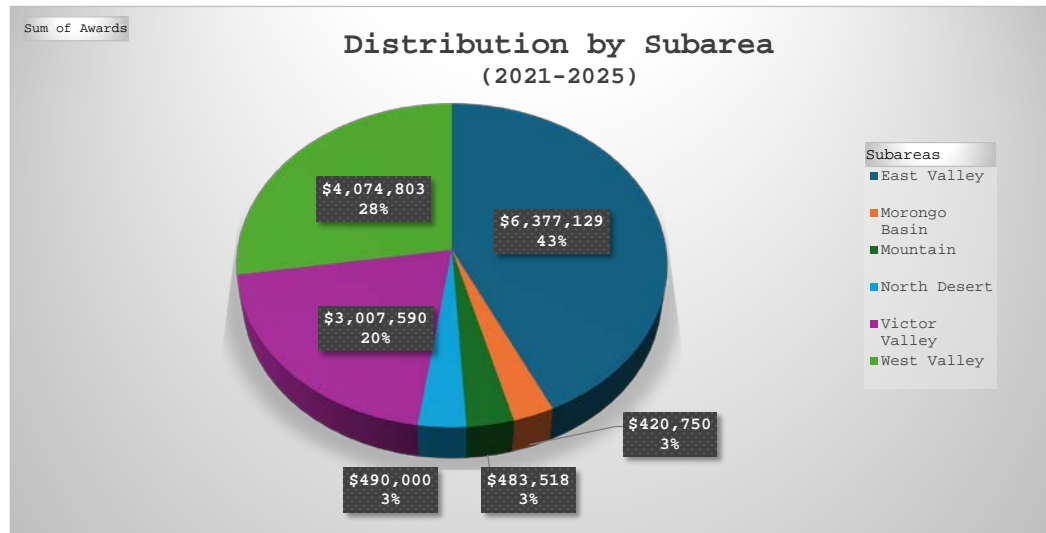
* Original requested amounts reduced from "large" to "small" due to supplemental funding secured through the Regional Early Action Planning program.

Fully Funded

Attachment: Attachment A (11688 : 2025 TDA Article 3 Awards - Bicycle & Pedestrian Projects)

Attachment B: Summary of TDA Article 3 Award Distribution (2021-2025)

Agency	2021			2023			2025		
	Number of Applications Submitted	Amount Requested	Amount Awarded	Number of Applications Submitted	Amount Requested	Amount Awarded	Number of Applications Submitted	Amount Requested	Amount Awarded
Adelanto		Did not submit					1	\$225,000	\$0
Apple Valley	2	\$594,118	\$594,118	3	\$715,926	\$715,926	3	\$1,197,906	\$1,197,906
Barstow		Did not submit					1	\$490,000	\$490,000
Big Bear Lake		Did not submit			1	\$303,518	\$303,518	1	\$180,000
Chino		Did not submit					2	\$182,850	\$44,850
Chino Hills	1	\$170,965	\$170,965		Did not submit				
Colton	1	\$223,200	\$223,200	1	\$208,000	\$208,000	1	\$100,000	\$100,000
Fontana	1	\$160,000	\$160,000	2	\$448,848	\$448,848	3	\$975,000	\$975,000
Grand Terrace		Did not submit							
Hesperia		Did not submit							
Highland		Did not submit			1	\$404,172	\$404,172	1	\$357,700
Loma Linda	1	\$183,750	\$0		Did not submit				
Montclair	1	\$311,040	\$227,545		Did not submit				
Needles		Did not submit							
Ontario		Did not submit					1	\$746,738	\$746,738
Rancho Cucamonga	3	\$778,023	\$311,607	1	\$107,250	\$107,250	3	\$882,000	\$882,000
Redlands	1	\$180,000	\$0	2	\$2,280,053	\$1,089,700	1	\$900,000	\$0
Rialto	2	\$1,185,101	\$1,097,021	2	\$2,543,242	\$1,811,836	1	\$1,000,000	\$1,000,000
San Bernardino		Did not submit							
Twentynine Palms	2	\$1,700,000	\$0	1	\$420,750	\$420,750		Did not submit	
Upland		Did not submit							
Victorville	1	\$249,640	\$249,640	1	\$250,000	\$250,000	2	\$448,837	\$0
Yucaipa		Did not submit			1	\$502,158	\$0	1	\$325,350
Yucca Valley		Did not submit					2	\$1,364,217	\$0
County - DPW	1	\$85,500	\$85,500		Did not submit			2	\$886,057
County - Parks	1	\$180,000	\$0		Did not submit				
Total	18	\$6,001,337	\$3,119,595	16	\$8,183,917	\$5,760,000	26	\$10,261,655	\$5,974,194
Additional Information									
Maintenance	2 of 5 Awarded (1 of which was partial)			1 of 1 Awarded			2 of 2 Awarded		
Small (\$250k or less)	7 of 7 Awarded			3 of 3 Awarded			6 of 11 Awarded		
Large (over \$250k)	2 of 6 Awarded (1 of which was partial)			10 of 12 Awarded (1 of which was partial)			8 of 13 Awarded		
No. Agencies Applying	13			11			16		
No. Projects Awarded	12			14			16		
No. Agencies Awarded	10			10			10		



Minute Action

AGENDA ITEM: 11

Date: *October 8, 2025*

Subject:

Award Contract No. 25-1003298 for San Bernardino Council of Governments Regional Homelessness Strategic Plan to Health Management Associates, Inc.

Recommendation:

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

Award Contract No. 25-1003298 to Health Management Associates, Inc. for the Regional Homelessness Strategic Plan, for a three-year term with two one-year options in an amount not-to-exceed \$746,845.

Background:

San Bernardino Council of Governments (SBCOG) plays a vital role in supporting its member agencies and enhancing the region's communities by providing a forum for local leaders and regional officials to develop a comprehensive approach to community services and establish priorities that will benefit the region for generations to come. Through a robust outreach process involving all member agencies at various levels, from policymakers to administrators, issues and priorities were identified, which evolved over the course of several months into the SBCOG Five-Year Work Plan. This Work Plan, adopted by the SBCOG Board of Directors (Board) in late 2024, establishes funding, projects, and programs the Council of Governments and other responsible agencies will prioritize over the next five years.

During the 2024 process of updating the Five-Year Work Plan, the top priority issue identified by member agencies was homelessness, which was acknowledged to be one of the more complex challenges faced by local jurisdictions. Consequently, one of the programs outlined in the Work Plan is the development of a Regional Homelessness Strategic Plan (RHSP) to establish an inventory of existing resources and strategies for countywide coordination on homelessness. The goal is to create a regional strategy to provide agencies with prioritized programs and targeted approaches to addressing homelessness that can be considered by local jurisdiction decision-makers.

SBCOG will lead this collaborative effort to identify a regional and multi-jurisdictional approach. The RHSP will include an inventory of existing resources, explicitly define jurisdictional boundaries and authorities, create formalized channels for municipal input, develop capacity-building resources that enable agencies to implement locally tailored solutions, and establish an accountability framework with shared metrics, all while respecting the municipal autonomy and varied goals and approaches from jurisdiction to jurisdiction.

The ultimate deliverable will be a Strategic Plan enumerating options for implementing programs and projects in partnership to address the homeless population. Cost and risk analyses will be completed, as well as a toolkit for implementing the programs and projects identified. This will be accomplished in close collaboration with San Bernardino County and the 24 cities and towns in San Bernardino County with an estimated completion timeframe of two years.

The San Bernardino County has implemented several programs and has a large infrastructure internally dedicated to addressing homelessness countywide. Additionally, many cities have

Entity: San Bernardino Council of Governments

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implemented interventions on their own to move the needle on homelessness within their jurisdictional boundaries. The RHSP will be taking all these existing assets and building off of them with a clear and dedicated path that has the buy-in of SBCOG member agencies. The goal is to formalize a clear direction that has the input and approval of all agencies participating in the implementation of options. SBCOG will establish a cross-sector working group of local agency staff to provide input and feedback on existing assets and future options to be built out in the plan. At the appropriate time, staff will bring an item to the SBCOG Board to establish an Ad Hoc Committee to work with staff and the consultant team to develop a plan.

On June 4, 2025, the Board approved the release of Request for Proposals (RFP) No. 25-1003298 for a consultant project management team to assist with the preparation of the RHSP.

On June 5, 2025, the RFP was released and sent electronically to 882 consultants registered on PlanetBids. The solicitation was downloaded by 17 firms. On June 18, 2025, a Pre-Proposal conference was held and was attended by seven firms. Addendum No. 1 was issued on June 10, 2025, and included a correction to the pre-proposal conference start time. Addendum No. 2 was issued on June 27, 2025, and included the pre-proposal conference was held and was attended by seven firms. Addendum No. 1 was issued on June 10, 2025, and included a correction to the pre-proposal conference start time. Addendum No. 2 was issued on June 27, 2025, and included the pre-proposal conference PowerPoint presentation, sign-in sheets, and responses to questions received by the deadline. Two proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Professional and found both firms to be responsive.

On July 28, 2025, the proposals were disseminated to the Evaluation Committee members. The Evaluation Committee was comprised of two SBCOG staff members, and staff from San Bernardino County Administrative Office, San Bernardino County Community Development and Housing, and San Gabriel Valley Council of Governments.

On July 31, 2025, the Evaluation Committee members conducted their individual review and convened to discuss each proposal according to the evaluation criteria, including the proposals' strengths and weaknesses. At the completion of discussions, the committee members individually scored the proposals based on the evaluation criteria listed in the RFP.

The firms were ranked in order of technical merit.

Firm Name	Ranking
Health Management Associates, Inc. (HMA)	1
MGT Impact Solutions, LLC.	2

The Evaluation Committee recommends that Contract No. 25-1003298 be awarded to HMA. The firm ranked first in technical score, clearly demonstrated a thorough understanding of the scope of work, and proposed an overall solid team, work plan, and reasonable price.

The Homeless Strategic Plan will be completed by November 30, 2028.

Financial Impact:

This item is included in the adopted Budget for Fiscal Year 2025/2026 and funded with General Assessment Dues and Indirect Funds in Program 25, Council of Governments and Program 01, General Government.

San Bernardino Council of Governments

General Policy Committee Agenda Item
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Reviewed By:

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

Responsible Staff:

Monique Reza-Arellano, Director of Council of Governments

Approved
General Policy Committee
Date: October 8, 2025

Witnessed By:

San Bernardino Council of Governments

CONTRACT NO. 25-1003298**BY AND BETWEEN****SAN BERNARDINO COUNCIL OF GOVERNMENTS****AND****HEALTH MANAGEMENT ASSOCIATES, INC.****FOR****REGIONAL HOMELESSNESS STRATEGIC PLAN**

This contract ("Contract") is made and entered into by and between the San Bernardino Council of Governments ("SBCOG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Health Management Associates, Inc., a Michigan Corporation ("CONSULTANT"), whose address is 2501 Woodlake Cir, Ste 100, Okemos, Michigan 48864. SBCOG and CONSULTANT are each a "Party" and are collectively the "Parties."

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through November 30, 2028 until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCOG at its sole discretion may extend the original term of the Contract for two, one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed November 30, 2030.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCOG) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Seven-Hundred Forty-Six Thousand, Eight Hundred Forty-Five Dollars (\$746,845). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work," and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials." The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCOG 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. SBCOG will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCOG as required under this Contract.
- 3.3 Intentionally Omitted
- 3.4 Intentionally Omitted

- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCOG. It shall be CONSULTANT's responsibility to recognize and notify SBCOG in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

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

ap@gosbcta.com

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

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

- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP nor for any Work under any amendment to the Contract until SBCOG's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCOG. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCOG. SBCOG reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCOG also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Intentionally Omitted

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCOG, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer.

CONSULTANT shall provide SBCOG or its authorized representatives access to CONSULTANT'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. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCOG and its representatives or agents to reproduce any materials as reasonably necessary.

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

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCOG to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

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

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

ARTICLE 12. CHANGES

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

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCOG's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

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

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Charles Robbins	Project Management Lead
Gabriel Vasquez	Engagement Support
Cami Collins	Administrative Lead
Doug Shoemaker	Strategic Planning Lead
Robyn Odendahl	Existing Conditions/Inventory Lead

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCOG, shall deliver to SBCOG the original of all such Products, which shall become the sole property of SBCOG.
- 17.2 All materials, documents, data or information obtained from SBCOG's data files or any SBCOG-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCOG. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCOG.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCOG, any information obtained by CONSULTANT from or through SBCOG unless (a) the information was known to CONSULTANT prior to obtaining same from SBCOG, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCOG and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCOG, except to the extent such materials and information become subject to disclosure by SBCOG under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCOG's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.
- 17.4 CONSULTANT shall not use SBCOG's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCOG. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCOG.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCOG unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA/SBCOG's Confidentiality Policy; anyone who may have access to Personally Identifiable Information (“PII”) and/or Sensitive Security Information (“SSI”) will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCOG shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days' written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCOG's instruction, and shall turn over such Work in accordance with SBCOG's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCOG all deliverables prepared by CONSULTANT or its subconsultants as well as any materials furnished to CONSULTANT by SBCOG. Upon such delivery, CONSULTANT may then invoice SBCOG for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCOG as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCOG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCOG may, without prejudice to any other rights or remedies SBCOG may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCOG, SBCOG may take possession of the deliverables and finished Work by whatever method SBCOG may deem expedient. A waiver by SBCOG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCOG all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCOG within ten (10) working days of said notice.

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

- 21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of five (5) years after Contract completion.

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

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable

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

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

- Consultant shall maintain commercial general liability(CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$1,000,000 each occurrence, \$2,000,000 aggregate**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$1,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract number and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCOG.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance. Shall be appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCOG in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCOG may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCOG that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority, San Bernardino Council of Governments, and their officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for the Additional Insureds to vicarious liability, but shall allow coverage for them to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCOG 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 SBCOG, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCOG.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCOG, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCOG is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay

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

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exceptions of Professional Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCOG in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCOG thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCOG ten (10) days' prior written

notice. In any event, CONSULTANT will provide SBCOG with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCOG at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCOG approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCOG may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCOG may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCOG from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 21.2.10 No Waiver. Failure of SBCOG to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. Intentionally Omitted
- 21.2.12 No Representations or Warranties. SBCOG makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCOG from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCOG may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCOG may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCOG and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCOG shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCOG.
- 21.2.16 Special Risks or Circumstances. SBCOG reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, the San Bernardino Council of Governments ("SBCOG"), SBCOG's Entities (see Exhibit C), and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless Indemnitees from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct," within the meaning of Civil Code section 2782, of any Indemnitee.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCOG in writing of the intended subcontracting and obtaining SBCOG's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCOG, CONSULTANT shall furnish SBCOG a copy of the proposed subcontract for SBCOG's approval of the terms and conditions thereof and shall not execute such subcontract until SBCOG has approved such terms and conditions. SBCOG's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCOG of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCOG. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Price Proposal," SBCOG's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCOG of any contact information changes within ten (10) business days of the change.

To HEALTH MANAGEMENT ASSOCIATES, INC.	To SBCOG
2501 Woodlake Cir, Ste 100	1170 W. 3rd Street, 2nd Floor
Okemos, Michigan 48864	San Bernardino, CA 92410-1715
Attn: Contracts Senior Director	Attn: Monique Arellano
Email: Contracts@healthmanagement.com	Email: Mreza-arellano@gosbcta.com
Phone: (517) 482-0920	Phone: (909) 884-8276
2nd Contact: Health Management Associates, Inc.	Copy: Procurement Manager
Email: Legal@healthmanagement.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCOG's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

See Article 17.

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "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 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCOG, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the CONSULTANT shall promptly reimburse SBCOG for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

- 46.2 No agent, official, employee or representative of SBCOG has any authority to bind SBCOG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

**HEALTH MANAGEMENT
ASSOCIATES, INC. A MICHIGAN
CORPORATION**

**SAN BERNARDINO COUNCIL
OF GOVERNMENTS**

By: _____
Kelly Johnson
Chief Administrative Officer

By: _____
Rick Denison
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Jeff Wink
Chief Financial Officer

By: _____
Iain MacMillan
Assistant General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
SBCTA Procurement Manager

Date: _____

Attachment: 25-1003298 - PDF (11497 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

EXHIBIT “A”
“SCOPE OF WORK”

Regional Homelessness Strategic Plan

The San Bernardino Council of Governments (SBCOG) is seeking to procure a consultant project management team to assist with the strategic planning effort for a comprehensive Regional Homelessness Strategic Plan (RHSP). In general, the consultant team's role in completing this Scope of Work (SOW) for the project will require inherent flexibility and cooperation that will best assist SBCOG, to be represented by key stakeholders and advisors from among the 25 member agencies to successfully complete this project as one collaborative team. The successful consultant management team will require unique capabilities to jointly work together with the stakeholders, on behalf of SBCOG, to successfully manage/oversee all elements of the RHSP.

The consultant shall assist SBCOG, in coordination with the stakeholders, with the completion of a strategic plan that provides program options, cost considerations, cost/benefit analysis, funding options and opportunities, best practices analyses, program branding, and education/outreach efforts. The consultant will be required to provide additional services not specifically defined in the SOW. SBCOG is receptive to innovative ideas or methods of performing the SOW that will enable the consultant team to help assure the successful completion of the RHSP.

SBCOG will establish several working groups/advisory committees to provide feedback and direction to the staff/consultant team for the duration of the project. The committees will include a cross-sector advisory group comprised of public health, housing, planning, behavioral health, law enforcement, and other participants who are "boots-on-the-ground" in this field and already working in this space. The City/County Manager's Technical Advisory Committee will also form an Ad Hoc to provide feedback on administrative components of the study and plan. Lastly, the Board of Directors (Board) will form an Ad Hoc committee to provide feedback and recommendations for approval to the full Board of Directors. The General Policy Committee is SBCOG's reporting committee. They will be the committee through which all recommendations are vetted, and the Board shall be the body from which the RHSP will receive formal direction and approvals as necessary. The consultant will schedule and plan milestones and requests for direction with this governing process in mind.

Background & Context

Purpose

There are two overarching purposes:

- To establish a collaborative regional approach to homelessness that effectively increases housing and shelter capacity, leverages diverse funding sources, addresses root causes, and measurably reduces unsheltered homelessness countywide.
- To foster meaningful partnerships between the County and local jurisdictions that respect municipal autonomy while providing centralized resources, technical assistance, and coordination - creating a unified response system where all stakeholders participate in decision-making processes.

Homeless Challenge: A Regional Perspective

The San Bernardino Council of Governments (SBCOG) represents a diverse coalition of 25 municipal stakeholders. SBCOG works with its member jurisdictions to address broad, long-term policy matters touching on a range of topics. One of the benefits that a COG provides is the ability

to bring multiple stakeholders to the table to find solutions to regional issues. While local governments vary in their approach to addressing homelessness, a majority of the SBCOG member agencies are directly impacted by homelessness and have set developing a regional and coordinated effort to homelessness as a top priority. SBCOG seeks to leverage its connections and broad perspective to take a regional and strategic approach to homelessness.

San Bernardino County (County) provides the foundation of existing infrastructure and has led the path forward for the region through its robust implementation of homeless intervention strategies, leveraging its comprehensive health and human services infrastructure to address the complex needs of homeless populations.

This specialized county-level expertise complements the cities' critical role in housing development and local zoning policy. While this natural division of responsibilities creates a strong foundation for a comprehensive homeless response, evolving regional challenges have highlighted opportunities to enhance coordination between these complementary domains of expertise. Municipalities have expressed interest in more active partnership roles in regional strategy development to ensure their unique community insights are fully integrated with the County's expansive health and social service capabilities.

This natural division of responsibilities has created an opportunity to enhance collaborative decision-making that leverages both systems' strengths. As the homelessness challenge has grown more complex, there is recognition that greater integration between the County's service expertise and cities' "boots-on-the-ground" response systems and housing responsibilities would maximize impact. By evolving current coordination mechanisms, the region can move beyond parallel efforts toward truly integrated strategies where cities contribute their community-specific insights and housing capabilities while maximizing the benefits of the County's sophisticated health and human service infrastructure.

Approach

The SBCOG-led Regional Homelessness Strategic Plan represents a shift toward a collaborative governance structure that will empower cities and the County to take greater ownership while maintaining coordinated regional responses. This requires:

1. Explicitly defining jurisdictional authorities and responsibilities
2. Creating formalized channels for municipal input in county-wide strategies
3. Developing capacity-building resources and strategies that enable cities to implement locally tailored-interventions
4. Establishing shared metrics and accountability frameworks that respect municipal autonomy while advancing regional goals

This approach recognizes that effective homeless response requires both regional coordination and local implementation, with cities serving as essential partners rather than peripheral stakeholders in addressing homelessness across the County of San Bernardino.

Existing Programs and Efforts: Building on Regional Strengths

Collaborative Crisis Response: A Foundation for Partnership

The COAST Team (Collaborative Outreach and Support Team) represents a successful model for city-county collaboration in the County of San Bernardino. This multi-disciplinary crisis response team addresses mental health needs among both homeless and housed populations experiencing crisis. Its evidence-based approach has demonstrated measurable outcomes while empowering cities to respond to residents' acute mental health needs at critical intervention points. This established partnership provides a blueprint for expanding collaborative approaches across the homelessness continuum of care.

City Strengths: Local Knowledge & Implementation Capacity

Frontline Expertise

Cities possess invaluable on-the-ground intelligence through their daily interactions with homeless populations via law enforcement, code enforcement, parks and recreation staff, and community development departments. This sustained engagement enables cities to identify individualized needs, track emerging patterns, and evaluate intervention effectiveness in real time. These insights can be systematically captured through standardized assessment protocols to inform both local and regional strategy development.

Housing Infrastructure

Each city has developed comprehensive Housing Elements that establish concrete plans for residential development, affordability targets, and special needs populations. These locally-approved frameworks already contain commitments that can be leveraged to address homelessness through zoning, incentives, and dedicated resources.

Existing Homeless Response Systems

Several cities have independently developed robust homeless response infrastructures, including dedicated outreach teams, navigation centers, emergency shelters, and transitional housing programs. These established programs demonstrate municipal capacity for direct service provision while creating opportunities for cross-jurisdictional learning and replication of successful models.

County Strengths: Resources, Coordination & Systems Integration

Funding Access and Administration

The County serves as the primary recipient and administrator of significant Federal and State homelessness funding streams, providing critical financial resources to implement comprehensive solutions across the region. This centralized funding role enables strategic resource allocation that is aligned with evidence-based practices and regional priorities.

Office of Homeless Services

As the administrative entity for the Continuum of Care and its governing board, the County provides essential coordination across the homeless service ecosystem. This infrastructure ensures compliance with Federal requirements while facilitating systematic approaches to homelessness reduction.

Strategic Investments

The County Board of Supervisors has demonstrated substantial commitment through its approval of a \$72 million Homeless Initiatives Spending Plan to expand sheltering capacity and supportive services. Additionally, the establishment of a \$40 million Housing Development Grant Fund

provides critical financial support to cities, non-profits, and stakeholders developing new shelter and housing solutions.

Integrated Service Delivery System

The County's comprehensive human services network includes Behavioral Health, Transitional Assistance, Senior Services, Re-entry Services, Public Health, Children and Family Services, Office of Homeless Services, Veterans Services, and Arrowhead Regional Medical Center. This integrated system enables coordinated care pathways that address the complex, multi-faceted needs of individuals experiencing homelessness.

Opportunity for Enhancement

To maximize these complementary strengths, a structured framework for knowledge exchange could formalize how cities' frontline insights inform County-level strategy and resource allocation. Regular data sharing, joint case conferencing, and collaborative program development would ensure that regional approaches remain responsive to local realities while maintaining cohesive systems-level solutions.

The Challenge: Addressing Homelessness Through Regional Coordination

Scale and Complexity of the Issue

The homeless population across the County of San Bernardino has experienced significant growth, creating unprecedented challenges for both municipal and county governments. This increase correlates directly with the region's housing affordability crisis, where rising rental costs and insufficient housing inventory have placed particular hardship on low and very low-income households. While the COVID-19 pandemic exacerbated these conditions, the fundamental drivers are systemic housing market constraints that require comprehensive, coordinated solutions.

Cross-Jurisdictional Nature of Homelessness

Homelessness extends throughout the county across jurisdictional boundaries, with individuals and families often moving between cities seeking services or shelter opportunities. This mobility creates challenges for individual municipalities attempting to address homelessness independently, highlighting the need for regional approaches while maintaining local responsiveness.

Data Accessibility and Utilization Challenges

While significant data is collected through the Point-In-Time Count (PITC) and Homeless Management Information System (HMIS), stakeholders report difficulty accessing and interpreting this information in ways that inform local decision-making. Key challenges include:

- Limited public-facing dashboards that translate complex homeless data into actionable insights
- Insufficient disaggregation of population data by subgroups (chronically homeless, families, veterans, transition-age youth, etc.)
- Minimal geospatial analysis showing how different homeless subpopulations are distributed across the region
- The Absence of user-friendly tools that connect population needs with appropriate intervention strategies

Resource Allocation Transparency

Municipalities report significant uncertainty regarding:

- The total funding landscape for homeless services entering the County
- Decision-making processes determining resource allocation across geographic areas
- Performance metrics used to evaluate program effectiveness
- Return-on-investment analysis for different intervention strategies
- Mechanisms for cities to access or influence resource deployment within their boundaries

This lack of transparency creates barriers to effective collaboration and contributes to a disconnect between county-level strategic planning and municipal implementation.

Limited Technical Assistance for Municipalities

Cities express a need for structured support from the County to develop local capacity for addressing homelessness, including:

- Best practice guidance tailored to different municipal contexts
- Training for city staff to understand the needs of various homeless subpopulations
- Clear pathways for accessing County resources and services
- Tools for communicating how County investments will impact specific communities
- Forums for sharing successful intervention models between municipalities

Communication and Coordination Infrastructure

The existing governance structure lacks robust mechanisms for:

- Regular communication between County and municipal stakeholders about homeless initiatives
- Municipal input into County-level strategic planning and resource allocation
- Coordinated deployment of resources across jurisdictional boundaries
- Joint evaluation of intervention effectiveness
- Shared accountability for regional outcomes

Addressing these foundational challenges requires a reimagined regional coordination framework that balances County-level resources and expertise with municipal knowledge and implementation capacity.

Task 1: Project Management

Under SBCOG's direction,

- Plan and conduct meetings, cooperate and coordinate with stakeholder agencies
- Coordinate and oversee RHSP activities and deliverables
- Cooperate and coordinate with other SBCOG and stakeholder staff, consultants, advisors, and contractors to achieve completion of project development activities

- Develop and maintain a commitment register and log based on the commitments and obligations of the stakeholders for the purpose of potential future agreements
- Schedule meetings; prepare meeting agendas, minutes, and action items; provide project standards and templates for project communications; institute specific project initiatives
- Provide project management for the Regional Homelessness Strategic Plan
- Work with SBCOG and County staff to provide updates to ensure project progress, timeline, and milestones are met
- Work with SBCOG/SBCTA Finance Department to ensure all fiscal and reporting requirements are met
- Track project progress in an organized manner and ensure work is completed according to project scope, timeline, and budget
- Coordinate information and milestones to be presented to multiple committees, Ad Hocs, and Board of Directors
- Provide Quality Assurance/Quality Control of all final deliverables
- Provide project branding, collateral materials, and presentation materials
- Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with the stakeholders

Task 2: Existing Conditions Analysis & Inventory of Existing Resources

The following sub-tasks will lay the groundwork for the Regional Homelessness Strategic Plan. The purpose of these tasks is to identify the homelessness landscape, including demographics/populations, services provided, other investments, and funding and resource utilization. Key stakeholders will be engaged throughout this task to provide valuable feedback, insights, and data to support this work. This task will review each unique homeless population from jurisdiction to jurisdiction. Issues or challenges identified through this process should be considered for regional opportunities and strategies in the strategic plan task to follow. At the conclusion of this task, an outreach and education effort will be conducted to communicate the findings from this stage. The purpose is to help member agencies gain a deeper understanding of the make-up of populations within their boundaries and how resources are distributed and communicate the successes, as well as the opportunities for a more robust approach to homelessness that will be addressed in the next phase of this project.

Task 2.1: Evidence-Based Assessment

- **Population Analysis:** Develop profiles of homeless subpopulations with academic partners; create heat maps from PITC data showing geographic distribution and mobility patterns
- **Service Utilization:** Track engagement with public safety, emergency services, and intervention outcomes and summarize engagement trends

- **Capacity Planning:** Identify evidence-based metrics for shelter-to-homeless population ratios and resource allocation benchmarks to be considered during the Strategic Planning phase
- **Program Evaluation:** Assess existing programs (COAST/HOPE) to identify high-performing interventions for scaling
- **Municipal Data Access:** Create city-specific dashboards and establish regular data-sharing protocols
- **Staff Development:** Implement technical assistance "office hours," training modules, and implementation toolkits for municipal staff
- **Collaborative Learning:** Establish quarterly knowledge-exchange symposiums with rotating municipal hosts
- **Geospatial Analysis:** Identify existing homeless populations by demographics in relation to existing support services and shelters/housing options

Task 2.2: Resource Optimization

- **Funding Transparency & Analysis:** Evaluate existing funding streams and utilizations of funding and other resources
 - Map all homelessness funding streams, analyze allocation methodologies, and track geographic distribution
 - Survey municipalities on current and potential funding commitments through:
 - Affordable housing set-asides
 - General fund allocations
 - Development impact fees
 - Community Development Block Grant contributions
 - Map all available Federal, State, and Regional funding opportunities with eligibility requirements
 - Analyze competitive scoring criteria to identify areas of success and areas of challenge or that need improvement that consistently score low
- **Governance Enhancement:** Evaluate existing committees, document municipal representation, and identify coordination opportunities
- **System Integration:** Identify current approach to coordination between County departments and document referral pathways

Task 2.3: Knowledge Mobilization & Outreach

- **Municipal Data Summaries:** Provide cost analysis for city-specific dashboards communicating and summarizing the information collected and establish regular data-sharing protocols for cities to be updated on an ongoing basis. Identify risks, security needs, and inter-agency agreements needed.
- **Stakeholder Engagement:** Conduct one-on-one interviews with SBCOG member agencies to review the findings to ensure that the data collected and reported on addresses

their questions and concerns; review how the data/findings will be used in the next phase of the project

Task 2 Deliverables:

- Memo with full data analysis of existing homeless populations in all jurisdictions and the demographics of the populations
- Executive summary of data analysis for creating outreach narratives
- Development of graphics, fact sheets, or infographics for communicating key findings
- Memo identifying existing resources and assets, including program options for homeless individuals
- Memo identifying existing funding mechanisms/infrastructure that fund existing programs and options
- Analysis of ROI based on existing funding mechanisms and infrastructure
- Memo/Literature Review of best practices for addressing homeless populations, understanding the needs as they pertain to the diverse homeless demographics
- Geospatial analysis of the homeless populations across the county broken down by demographics and in relation to sites for services/options
- Written report and presentation on options with recommendations for implementation to be approved by the Board

Task 3: Strategic Planning – Building a Coordinated Regional Response

The development of a countywide Regional Homelessness Strategic Plan will be guided by the information gathered and findings from the existing inventory and analysis phase of the project described in Tasks 1 and 2. The specific tasks identified below are what is envisioned for the Regional Homelessness Strategic Plan but may be adapted or modified based on what is found during the earlier phase of this project. The consultant will be expected to identify approaches that could be more efficient and cost-effective for the implementation of initiatives. It is expected that the consultant will be creative and forward-thinking as to the right approach for the San Bernardino region, not just in terms of the existing programs and projects, but in initiatives that could come to fruition in the future, while at the same time grounded in what is feasible and practical for agencies to afford, implement, and manage.

The RHSP could build from the County's Homeless Strategic Action Plan. Additionally, this Strategic Plan will be unique in that the strategies identified will focus more on regional approaches for collaboration, interagency partnership, and opportunities outside the traditional services provided. These strategies may include protocol development, model approach to governance, data integration and sharing, interagency agreements, and regional approaches to programs and investment. Based on recommendations evolved from the previous tasks, the consultant will initiate the development of the Regional Homeless Strategic Plan that evaluates a broad spectrum of possible initiatives to consider for implementation throughout the region, recognizing the diverse geographic and socioeconomic nature of the largest county in the contiguous United States. Initiatives should be tied to specific problems the investments would be trying to address and/or opportunities to deliver government services more efficiently and

effectively. The RHSP should be complementary to existing successful programs identified through previous tasks.

Task 3.1: Development of the Homelessness Strategic Plan Priority Initiatives

Tasks to be performed and issues to be considered in the development of the Homelessness Strategic Plan include but are not limited to the following:

- Recommendations of funding opportunities and finance models
- Key performance indicators and milestones for overall strategy as well as individual initiatives for implementation
- Strategy for tiered implementation with low-hanging fruit and opportunities for rapid returns on investment identified
- Carefully crafted plan that ensures compatibility between varying agency priorities and initiatives
- Development of architecture, operating systems, protocol, platforms, communications
- Infrastructure that can integrate a wide variety of applications and initiatives that allows flexibility for future initiatives and investments
- Develop a security framework or tracking-and-feedback system to ensure safe development of solutions that limit risk.
- Risk and rewards assessment of potential initiatives
- Legal implications regarding sharing, storing, and accessing data across jurisdictional boundaries for the benefit of the entire county
- Policy analysis and recommendations
- Coordination with local jurisdiction departments as appropriate, including law enforcement, public works, planning, emergency operations, emergency services, city manager's office, information technology, etc.
- Evaluate technology applications, summarizing the pros and cons
- Perform data collection
- Develop cost estimates for initiative implementation/deployment

Potential Priority Tasks

A. Development of a Collaborative Governance Framework

B. Development of Multijurisdictional Service Hubs

- **Municipal Data Access**
 - **Staff Development:** Implement technical assistance "office hours," training modules, and implementation toolkits for municipal staff
 - **Collaborative Learning:** Establish quarterly knowledge-exchange symposiums with rotating municipal hosts
- **Joint Facilities Assessment**

- Develop a strategy to conduct a comprehensive site analysis for strategically located navigation centers serving multiple jurisdictions
- Develop an approach to evaluate existing public properties with the potential for adaptive reuse
- Recommend site selection criteria prioritizing transportation accessibility and service proximity
- Identify opportunities for co-location with existing health and social service facilities

- **Governance Model Development**

- Consider creating a detailed governance model guided by feasibility studies for various operational structures such as a Joint Powers Authority model, County-operated with municipal financial participation, nonprofit operator with municipal and County oversight, and/or public-private partnership framework
- Develop strategies for clear decision-making protocols, financial responsibilities, and performance metrics for each model
- Develop accountability mechanisms that ensure municipal voice while maintaining operational efficiency
- Develop an approach for streamlined coordination between County departments and, document referral pathways and communication of that system with other stakeholders

Task 3.2: Development of Options for Expanded Partnership Programs

- **Service Integration Models**

- Building upon the successful COAST approach for mental health crisis response, develop a model for specialized joint teams addressing targeted subpopulations, including:
 - Transition-age youth outreach
 - Older adult engagement and support
 - Family systems stabilization
 - Veterans service coordination
- Develop recommendations for integration into municipal code enforcement, public works, and parks with County health services

- **Financial Sustainability Planning**

- Develop comprehensive capital cost projections for infrastructure investments
- Create operational funding models with cost-sharing formulas based on utilization and population
- Establish multi-year funding commitments with predictable escalation parameters
- Identify diverse revenue streams to reduce reliance on time-limited grant funding

Task 3.3: Resource Development Strategy

Funding Optimization Framework

- **Public Funding Pathway Analysis**
 - Using the analysis of competitive scoring criteria, develop recommendations to strategically position projects for maximum funding success
 - Develop strategies and recommendations for coordinated application approaches that leverage both municipal and County strengths
 - Create phased funding strategies that align with project development timelines
- **Municipal Contribution Assessment**
 - Develop recommendations for participation formulas that acknowledge varying municipal capacities
 - Consider opportunities to create pooled resource mechanisms that maximize leverage opportunities

Task 3.4: Best Practice Integration

- **Performance Metrics:** Development of standardized ROI analysis framework across intervention types, metrics for interagency coordination success, and other metrics that complement existing tracking systems.
- **Model Adaptation Strategies:** Develop recommendations for adaptation strategies that may include:
 - **Consideration of a Cross-Regional Learning Network**
 - Document and analyze successful multijurisdictional approaches from:
 - Orange County's shelter system and service coordination
 - Sacramento's comprehensive continuum of care
 - Successful models from comparable regions nationally
 - Identify adaptable components suitable for San Bernardino County's unique context
 - Create structured learning opportunities connecting municipal leaders with peer communities
 - **Evidence-Based Intervention Catalog**
 - Consider strategies for an evidence-based intervention catalog, such as:
 - Development of a comprehensive resource guide of proven interventions by population segment
 - Documentation of implementation requirements, cost factors, and outcome metrics
 - Development of technical assistance protocols for municipal adaptation of evidence-based models

- Establishment of a learning community structure for ongoing refinement and knowledge exchange
- **Systems Integration Architecture**
 - **Coordinated Communication Framework:** Develop recommendations for an integrated information hub connecting all homelessness response systems:
 - Law enforcement
 - Department of Public Health
 - Department of Behavioral Health
 - Emergency medical services
 - Municipal service providers
 - Community-based organizations
 - Identification of real-time data-sharing protocols with appropriate privacy safeguards
 - Identification of opportunities for crisis response coordination mechanisms spanning multiple jurisdictional boundaries
- **Future Expansion Parameters**
 - Consider strategies for developing protocols for cross-county coordination with neighboring jurisdictions
 - Consider strategies to create scalable frameworks that can accommodate regional expansion
 - Consider strategies to establish information sharing agreements that facilitate cross-boundary service delivery
 - Consider strategies to design funding mechanisms that can incorporate additional partners over time

Task 3.5 - Development of Toolkit for Implementation of the RHSP

The consultant shall anticipate up to 14 presentations to multiple Board, Committee, staff, and Ad Hoc to present Homelessness Strategic Plan concepts and a draft plan.

Deliverables for Task 3:

- Develop implementation strategies for identified priorities from Task 2. Include partnership options, cost of implementation, cost of ongoing Operations and Maintenance (O/M).
- Develop implementation cost analysis/estimate for each option identified in Task 3.
- Develop a cost/benefit analysis for each option identified in Task 3.
- Develop a risk register that identifies risks, probability, and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing for options identified in the complete RHSP.

- Develop a Draft and Final Regional Homelessness Strategic Plan, each with a 30-day review of the draft, followed by the final report responding to comments from local jurisdictions, SBCOG, and committees. SBCOG will assist the consultant in resolving and responding to any conflicting comments.
- Develop a Toolkit for options, including policy recommendations, agreement templates, and other items needed by agencies to implement the RHSP
- Develop data sharing partnerships and protocols and cost projections for ongoing maintenance and updates to data collection, mapping, dashboard or tracking mechanism or otherwise identified implementation items.

EXHIBIT “B”
“COMPENSATION SUMMARY”

Attachment: 25-1003298 Exhibit B - Compensation Summary [TO BE ADDED WITH AGENDA ITEM] (11497 : Award Contract 25-1003298 for

EXHIBIT "B"
COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Health Management Associates	Regional Homelessness Strategic Plan	\$ 604,630.00
<i>Sub Consultants:</i>		
Amplify	Facilitation, Research, Analysis	104,780.00
SUBTOTAL		709,410.00
OTHER DIRECT COSTS		37,435.00
TOTAL COSTS		\$ 746,845.00

TASK NUMBER	TASK DESCRIPTION	COST
Task 1		\$ 186,270.00
Task 2		116,700.00
Task 3		137,005.00
Task 4		306,870.00
TOTAL COSTS		746,845.00

¹ 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.

Attachment: 25-1003298 Exhibit B - Compensation Summary [TO BE ADDED WITH AGENDA ITEM] (11497 : Award Contract 25-1003298 for

Additional Information

GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dawn Rowe Board of Supervisors		X	X			X			X			
Joe Baca, Jr. Board of Supervisors		X	X	X	X	X		X	X			
Jesse Armendarez Board of Supervisors		X	X	X	X	X						
Curt Hagman Board of Supervisors								X	X			
Art Bishop Town of Apple Valley		X	X	X	X	X		X	X			
Ray Marquez City of Chino Hills		X	X	X	X	X		X	X			
Frank Navarro City of Colton				X	X	X		X	X			
Larry McCallon City of Highland		X	X	X	X	X		X	X			
John Dutrey City of Montclair		X	X		X	X		X	X			
Alan Wapner City of Ontario			X		X							
Helen Tran, Mayor City of San Bernardino		X	X	X	X	X		X	X			
Debra Jones City of Victorville		X		X	X			X				
Rick Denison Town of Yucca Valley		X	X	X		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.

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
ACFR	Annual Comprehensive Financial Report
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATC	San Bernardino County Auditor-Controller/Treasurer/Tax Collector
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
CAMP	California Asset Management Program
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 or County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
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
ERP	Enterprise Resource Planning
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GAAP	Generally Accepted Accounting Principals
GA Dues	General Assessment Dues
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICAP	Indirect Cost Allocation Plan
IEEP	Inland Empire Economic Partnership
IREN	Inland Regional Energy Network
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITOC	Independent Taxpayer Oversight Committee
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency

Acronym List

LACMTA	Los Angeles County Metropolitan Transportation Authority
LAIF	Local Agency Investment Fund
LAPM	Local Assistance Procedures Manual - Caltrans
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
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
ONT	Ontario International Airport
PACE	Property Assessed Clean Energy
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
PS&E	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
SBCERA	San Bernardino County Employees' Retirement Association
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCP	Solutions for Congested Corridors Program
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SRTP	Short Range Transit Plan
SGR	State of Good Repair Funds
STA	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Block Grant Program
TAC	Technical Advisory Committee
TCEP	Trade Corridor Enhancement Program
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TIFIA	Transportation Infrastructure Finance and Innovation Act
TIRCP	Transit and Intercity Rail Capital Program
TMC	Transportation Management Center

Acronym List

TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
UAAL	Unfunded Actuarial Accrued Liability
USFWS	United States Fish and Wildlife Service
VMT	Vehicle Miles Traveled
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