

AGENDA
General Policy Committee Meeting
August 12, 2026
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

Daniel Ramos, Mayor Pro Tem
City of Adelanto

President

Joe Baca, Jr., Supervisor
County of San Bernardino

Past President

Rick Denison, Council Member
Town of Yucca Valley

Mt./Desert Representatives

Timothy Silva
City of Barstow

Dawn Rowe, Supervisor
County of San Bernardino

East Valley Representatives

Frank Navarro, Mayor
City of Colton

Larry McCallon, Council Member
City of Highland

Helen Tran, Mayor
City of San Bernardino

West Valley Representatives

Ray Marquez, Vice Mayor
City of Chino Hills

John Dutrey, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

Jesse Armendarez, Supervisor
County of San Bernardino

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

AGENDA

General Policy Committee Meeting

**August 12, 2026
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 Daniel Ramos)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Stephanie Lizama

Public Comment

Brief Comments from the General Public

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. May and June 2026 Procurement Report

Pg. 13

Receive the May and June 2026 Procurement Report.

Presenter: Alicia Bullock

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

3. Measure I Revenue

Pg. 21

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

Presenter: Michael Hernandez

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

DISCUSSION ITEMS

Discussion - Administrative Matters

4. Biennial Review of Conflict of Interest Code Policy No. 10102

Pg. 23

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

A. Perform the biennial review of SBCTA/SBCOG's Policy No. 10102 Conflict of Interest Code and amend Appendix A with updated employee job titles and disclosure categories, as outlined in the attachment.

B. Direct the SBCTA/SBCOG Clerk of the Board to submit the Policy and Appendix A to the San Bernardino County Board of Supervisors for approval.

Presenter: Marleana Roman

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

5. Contract No. 26-1003440 to CityCom Real Estate Services, Inc. for Santa Fe Depot Property and Facility Management and As-Needed Commuter Station Facilities Management

Pg. 33

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

Approve Contract No. 26-1003440 to CityCom Real Estate Services, Inc., for Santa Fe Depot Property and Facility Management and As-Needed Commuter Rail Station Facilities Management in an amount not to exceed \$3,202,765.63 for an initial three-year term from January 1, 2027 through December 31, 2029, with two one-year renewal options in an amount not to exceed \$1,138,598.37 for the first option year and \$1,179,571.48 for the second option year, for a combined total (option years) not-to-exceed amount of \$2,318,169.85 to be funded with Indirect Cost Fund.

Presenter: Jennifer Joo

Agenda Item 5 (Cont.)

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

6. Fiscal Year 2026/2027 Budget Amendments

Pg. 71

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

A. Approve an amendment to the Fiscal Year 2026/2027 Budget to increase Task No. 0200 - Executive Administration and Support by \$91,000 for the new Assistant Deputy Clerk position to be funded by the General Fund in the General Government program and Council of Governments fund and program.

B. Approve the elimination of the Geographic Information System (GIS) Analyst position, with the addition of a Management Analyst II (Planning) position as its replacement.

Presenter: Michael Hernandez

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

Discussion - Project Delivery

7. Revision No. 1 to Policy 50100, Environmental Signatory and Approval Authority, and Approval of Environmental Procedures Manual

Pg. 73

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

A. Approve Revision No. 1 to Policy No. 50100, Environmental Signatory and Approval Authority Policy, that directs the preparation of an environmental procedures manual and delegates certain approvals under the California Environmental Quality Act (CEQA).

B. Approve SBCTA Procedure No. 50100, the SBCTA/SBCOG Environmental Procedures Manual.

C. Conduct a public hearing pursuant to California Government Code Section 66018 to consider establishing a fee for Administrative Appeals for Exemption Determinations under CEQA.

D. Adopt Resolution No. 26-014, establishing a fee schedule for Administrative Appeals for Exemption Determinations made by staff under CEQA.

Presenter: Paul Melocoton

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item, the draft policy revisions, the proposed procedure manual, and the draft resolution establishing a fee for administrative appeals of CEQA exemption determinations made by staff.

Discussion - Regional/Subregional Planning

8. Advanced Signal and Transit Technology for San Bernardino Valley Priority Transit and Smart Corridors Grant Award for Contract No. 26-1003485 Pg. 114

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

A. Approve Resolution No. 27-001, authorizing the Executive Director, or her designee, to negotiate, finalize, and execute, subject to approval as to form by General Counsel, Contract No. 26-1003485, 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 \$270,000 for the Advanced Signal and Transit Technology for San Bernardino Valley Priority Transit and Smart Corridors Plan.

B. Approve a budget amendment to the Fiscal Year 2026/2027 Budget, Task No. 0404, increasing the budget by \$270,000 to be funded by the Sustainable Transportation Planning Grant Program.

Presenter: Richard Berger

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.

9. Regional Early Action Planning 2.0 County Transportation Commission Partnership Grant Program Update and Project List Amendment Pg. 133

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

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:

A. Deallocate \$210,000 from the City of Colton – Multimodal Complete Streets Project.

B. Allocate an additional \$210,000 from the REAP 2.0 CTC Partnership Program funds to the City of Upland – Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project.

Presenter: Richard Berger

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

Discussion - Council of Governments

10. SBCTA/SBCOG Memorandum of Understanding No. 26-1003487

Pg. 136

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

Approve Memorandum of Understanding No. 26-1003487 between SBCTA and SBCOG formalizing the governing relationship between SBCTA and SBCOG with regard to employee services.

Presenter: Monique Reza-Arellano

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

11. Contract No. 26-1003432 for Grant Writing and Grant Management Services

Pg. 141

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

Approve Contract No. 26-1003432 for Grant Writing and Grant Management Services to NCB Incorporated in an amount not to exceed \$500,000, to be funded with SBCOG General Assessment Dues and Local Transportation Fund Planning funds, with a term effective through September 30, 2029.

Presenter: Dulce Spencer

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA/SBCOG General Counsel and the Procurement Manager 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 September 9, 2026.

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.

Members of the Board of Directors and any Policy Committee with a disability may participate in any meetings of their respective legislative bodies by remote participation as a reasonable accommodation in accordance with Government Code Sec. 54953(c).

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.

Los miembros de la Junta Directiva y de cualquier Comité de Políticas que tengan una discapacidad podrán participar en cualquier reunión de sus respectivos órganos legislativos mediante participación remota como una adaptación razonable de conformidad con el artículo 54953(c) del Código de Gobierno.

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. 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 from any members of the public who haven't already commented on the item during the meeting.

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” and “Agenda Actions”, 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: *August 12, 2026*

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	26-1003440	CityCom Real Estate Services, Inc. <i>Sean Bailey, President</i>	Marksman Security Briteworks, Inc. PAC Engineering Everest Landscape Weatherite Pestagon Sunshine Windows Cam Services Bouddrea Johnson Control Tecta Roof Southern California Edison City of San Bernardino The Gas Company Royalty Plumbing/Jubilee Plumbing Schindler Elevator CPS Property Services CLE Lighting
11	26-1003432	NCB Incorporated <i>Neil Blais, Chief Executive Officer</i>	None

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

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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: August 12, 2026

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: August 12, 2026

Subject:

May and June 2026 Procurement Report

Recommendation:

Receive the May and June 2026 Procurement Report.

Background:

The Board of Directors (Board) adopted the Contracting and Procurement Policy (Policy No.1000) on January 3, 1997, and approved the last revision on October 1, 2025. The Board 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 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; 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 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 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.
- 17 contract amendments were executed.
- No CTO's were executed.
- 11 CTO amendments were executed.
- Three contingency amendments were executed.
- Two purchase orders were executed.
- Two 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.
- Two new purchase orders were executed.

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, and/or General Counsel during the months of May and June 2026 are

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

General Policy Committee Agenda Item

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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 2026/2027. 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: August 12, 2026

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A - 1
May and June 2026 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	18-1001870	7	Parsons Transportation Group, Inc.	Term extension to ensure completion of Design Services for Construction of the West Valley Connector Project.	\$ 6,495,780.54	\$ 8,453,987.00	\$ -	\$ 14,949,767.54	N/A
Contract Amendment	24-1003134	1	Alta Planning + Design, Inc.	To assign contract from Raimi & Associates, Inc. to Alta Planning + Design, Inc. for On-Call Planning Services.	\$ 725,163.00	\$ (162,925.21)	\$ -	\$ 562,237.79	N/A
Contract Amendment	23-1002966	2	Planeteria Media, LLC	To increase the not-to-exceed amount to address ongoing web page development associated with internal agency pages for Web Support Services.	\$ 28,800.00	\$ 19,200.00	\$ 14,400.00	\$ 62,400.00	N/A
Contract Amendment	24-1003085	3	Crowe, LLP	To Include Financial Statement Engagement Letter, State Transportation Improvement Program Compliance Engagement Letter, and Gann Agreed Upon Procedures Engagement Letter as Exhibits for Professional Auditing Services.	\$ 900,000.00	\$ 39,150.00		\$ 939,150.00	N/A
Contract Amendment	23-1002894	7	DesertXpress Enterprises, LLC	To extend the deadline through close of Escrow for Disposition and Development Agreement for Brightline West Highspeed Rail.	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	N/A
Contract Amendment	19-1002203	7	Trapeze Software Group, Inc.	To increase the not-to-exceed amount and extend the contract term for continued collaboration with other agencies for Regional Rideshare and Vanpool Program Online System.	\$ 350,000.00	\$ 2,016,272.00	\$ 400,294.00	\$ 2,766,566.00	N/A
Contract Amendment	17-1001683	8	Trapeze Software Group, Inc.	To increase the not-to-exceed amount and extend the contract term for continued collaboration with other agencies for data collection required for National Transit Database Vanpool Program Online System.	\$ 372,919.00	\$ 157,553.00	\$ 32,423.00	\$ 562,895.00	N/A
Contract Amendment	18-1001924	5	Epic Land Solutions, Inc.	To extend the contract term for On-Call Right-of-Way to support current and future Transit and Rail projects and programs.	\$ 1,375,000.00	\$ 2,691,400.00	\$ -	\$ 4,066,400.00	N/A
Contract Amendment	19-1002007	5	Bender Rosenthal, Inc.	To extend the contract term for On-Call Right-of-Way to support current and future Transit and Rail projects and programs.	\$ 1,375,000.00	\$ (245,900.00)	\$ -	\$ 1,129,100.00	N/A
Contract Amendment	19-1002008	5	Overland Pacific and Cutler, LLC	To extend contract term for On-Call Right-of-Way to support current and future Transit and Rail projects and programs.	\$ 1,375,000.00	\$ (249,300.00)	\$ -	\$ 1,125,700.00	N/A
Contract Amendment	19-1002009	5	Paragon Partners Consultants, Inc.	To extend the contract term for On-Call Right-of-way to support current and future Transit and Rail projects and programs.	\$ 1,375,000.00	\$ 3,303,800.00	\$ -	\$ 4,678,800.00	N/A
Contract Amendment	22-1002768	2	GCAP Services, Inc.	To extend the contract term for On-Call Labor Compliance.	\$ 100,000.00	\$ 66,666.67	\$ -	\$ 166,666.67	N/A
Contract Amendment	22-1002769	2	Cumming Management Group, Inc.	To extend the contract term for On-Call Labor Compliance.	\$ 200,000.00	\$ 66,666.67	\$ -	\$ 266,666.67	N/A
Contract Amendment	23-1002832	3	Gafcon PM-CM, LLC	To extend the contract term for On-Call Labor Compliance.	\$ 200,000.00	\$ 66,666.66	\$ -	\$ 266,666.66	N/A
Contract Amendment	24-1003069	1	WSP USA, Inc.	To extend the contract term for SR 247/62 Emergency Bypass Study.	\$ 762,899.00	\$ -	\$ -	\$ 762,899.00	N/A

*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
May and June 2026 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	21-1002624	1	Stradling Yocca Carlson, & Rauth, P.C.	To extend the contract term and replace Exhibit B and C with B-1 and C-1 for Staffing Updates for Bond Counsel Services.	\$ 750,000.00	\$ -	\$ -	\$ 750,000.00	N/A
Contract Amendment	21-1002625	1	Stradling Yocca Carlson, & Rauth, P.C.	To extend the contract term and replace Exhibit B and C with B-1 and C-1 for Staffing Updates for Disclosure Bond Counsel.	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	N/A
CTO Amendment	24-1003130	16.1	MNS Engineers, Inc.	To update scope of work to reallocate remaining budget for On-Call Planning REAP 2.0 expanded outreach and support for the Active Transportation Program Cycle 8 grant application for the City of Twentynine Palms Affordable Housing and Complete Street Improvements.	\$ 511,735.00	\$ -	\$ -	\$ 511,735.00	\$23,281,950.00 (available \$4,889,058.24)
CTO Amendment	23-1002995	7.1	Costin Public Outreach Group	To increase the CTO not-to-exceed amount for Public Outreach Support to setup communication channels associated with the I-15 Express Lanes Project Contract 1.	\$ 250,000.00	\$ -	\$ 245,000.00	\$ 495,000.00	\$ 5,000,000.00 (available \$455,256.20)
CTO Amendment	24-1003133	13.1	Michael Baker International, Inc.	To extend the CTO term due to delays with Southern California Association of Governments for REAP 2.0 Housing Infill on Public and Private Lands Pilot Program Support.	\$ 621,775.00	\$ -	\$ -	\$ 621,775.00	\$23,281,950.00 (available \$4,623,007.13)
CTO Amendment	20-1002438	2.1	G&M Hire Enterprises, LLC dba AtWork Personnel Services	To update the scope of work and increase the CTO not-to-exceed amount for Temporary Employee Services for Clerical support for Clerk of the Board and Procurement Departments.	\$ 40,000.00	\$ -	\$ 20,000.00	\$ 60,000.00	\$1,000,000.00 (available \$926,629.28)
CTO Amendment	18-1001924	3.5	Epic Land Solutions	To extend the CTO period of performance for On-Call Right-of-Way Services for West Valley Connector Segment 4.	\$ 1,196,056.11	\$ 2,451,220.01	\$ -	\$ 3,647,276.12	\$11,000,000.00 (available \$1,431,832.76)
CTO Amendment	18-1001924	10.1	Epic Land Solutions	To extend the CTO period of performance for On-Call Environmental Site Assessments on miscellaneous parcels.	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$11,000,000.00 (available \$1,431,832.76)
CTO Amendment	19-1002007	3.4	Bender Rosenthal, Inc.	To extend the CTO period of performance for On-Call Right-of-Way Services for West Valley Connector Segment 2.	\$ 550,307.25	\$ 199,684.34	\$ -	\$ 749,991.59	\$11,000,000.00 (available \$1,431,832.76)
CTO Amendment	19-1002008	3.4	Overland Pacific and Cutler, LLC	To extend the CTO period of performance for On-Call Right-of-Way Services for West Valley Connector Segment 1.	\$ 477,986.58	\$ 230,549.43	\$ -	\$ 708,536.01	\$11,000,000.00 (available \$1,431,832.76)
CTO Amendment	19-1002009	3.5	Paragon Partners Consultants, Inc.	To extend the CTO period of performance for On-Call Right-of-Way Services for West Valley Connector Segment 3.	\$ 1,080,067.55	\$ 3,257,992.68	\$ -	\$ 4,338,060.23	\$ (available \$1,431,832.76)
CTO Amendment	19-1002009	9.1	Paragon Partners Consultants, Inc.	To extend the CTO period of performance for On-Call Appraisal and Title Services for site assessments on miscellaneous parcels.	\$ 38,200.00	\$ -	\$ -	\$ 38,200.00	\$11,000,000.00 (available \$1,431,832.76)
CTO Amendment	25-1003206	4.1	Epic Land Solutions	To increase the CTO not-to-exceed amount for On-Call Right-of-Way Services for I-215 Barton Road Excess Land.	\$ 15,835.83	\$ -	\$ 62,194.00	\$ 78,029.83	\$8,000,000.00 (available \$7,423,828.77)

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

Attachment A - 2
May and June 2026 Contingency Released Actions

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
18-1001870 No. 7P	To provide construction and maintenance access easement for a traffic signal pole, provide coordination of electrical facilities with Brightline West redevelopment of the Cucamonga Station and continued design support for the West Valley Connector Project.	Parsons Transportation Group, Inc.	\$ 6,495,780.54	\$ 6,691,987.00	\$ 1,341,133.00	\$ 149,555.00	\$ 14,678,455.54
21-1002662 No. 0A	For continued construction management services and additional work required due to prolonged construction phase and increased effort across multiple disciplines for the West Valley Connector Project.	Kleinfelder Construction Services, Inc.	\$ 13,582,301.73	\$ -	\$ -	\$ 1,336,010.85	\$ 14,918,312.58
22-1002722 No. 1J	To incorporate Caltrans-directed paving revisions, address fence and drainage design conflicts, noise modeling, incorporate signage, reconfigure toll pad generators and pull boxes, assess and enhance vandalism features, and changes to fiber-optic system modifications and splice connections for I-10 Contracts 2A and 2B.	TRC Engineers, Inc.	\$ 57,791,176.04	\$ -	\$ 4,954,210.28	\$ 475,269.71	\$ 63,220,656.03

Attachment A - 3

May and June 2026 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
New PO	4002719	5/14/2026	Wells Fargo Bank N.A.	Mentor Program Software.	\$ 3,600.00			\$ 3,600.00
New PO	4002724	6/16/2026	Golden Five LLC	Annual Microsoft Software Renewal.	\$ 70,556.81			\$ 70,556.81
PO Amendment	4002706	4/10/2026	Mijo Entertainment	DJ/MC Service and Photo Booth for 2026 Holiday party.	\$ 995.00		\$ 595.00	\$ 1,590.00
PO Amendment	4002621	6/17/2025	Professional Communications Network, LLP	Call Answering FSP Customer Surveys Includes Programming.	\$ 3,429.50		\$ 2,181.60	\$ 5,611.10

Attachment B
May and June 2026 RFP's, RFQ's and IFB's

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

Attachment: May and June Procurement Report - PDF (12217 : May & June 2026 Procurement Report)

Attachment C

May and June CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA52585	Echelon Chem Inc.	Heating, Ventilation & Air conditioning pump room upgrade, upgrade fluid cooler 1 & 2 in pump house.	\$ 15,710.11
PO SBCTA52584	Weatherite	Replace and upgrade CCTV room Heating, Ventilation & Air conditioning unit (Part of last phase of 3 phase upgrade).	\$ 10,495.00

Minute Action

AGENDA ITEM: 3

Date: August 12, 2026

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 June 30, 2026, were \$3,015,219,970.

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 April through June represent sales tax collections from January through March.

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 April through June are \$62,352,683, in comparison to \$60,887,266 received during the quarter ending June 2025/2026, with an increase of 2.41% due to the growth in consumer spending in the County of San Bernardino.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2026/2027.

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

Approved
General Policy Committee
Date: August 12, 2026

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	64,029,750	66,569,086	62,352,683	257,375,570	\$3,015,219,970
% Increase Over 24/25	1.17%	4.00%	3.54%	2.41%	2.77%	

Attachment: Measure I Receipts-PDF (12714 : Measure I Revenue - 4th Qtr 2025/2026)

Minute Action

AGENDA ITEM: 4

Date: August 12, 2026

Subject:

Biennial Review of Conflict of Interest Code Policy No. 10102

Recommendation:

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

A. Perform the biennial review of SBCTA/SBCOG's Policy No. 10102 Conflict of Interest Code and amend Appendix A with updated employee job titles and disclosure categories, as outlined in the attachment.

B. Direct the SBCTA/SBCOG Clerk of the Board to submit the Policy and Appendix A to the San Bernardino County Board of Supervisors for approval.

Background:

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

In order to ensure the agency's designated employees and disclosure categories are reflective of the current organization and ability to affect economic interests, the Act requires agencies to review their conflict of interest codes at least biennially. As the filing officer, the SBCTA Clerk of the Board coordinates the biennial review, which shall be completed by September of every even-numbered year. SBCTA staff has reviewed Policy No. 10102, Conflict of Interest Code, and recommends amendments to Appendix A, which lists designated positions which make or participate in the making of decisions which may foreseeably have a material effect on private financial interests. It is recommended that Appendix A be amended to reflect current job titles. The amended Appendix A attached to this item reflects the most current titles for those positions covered under the Conflict of Interest Code.

The Act provides that where a multi-jurisdictional governmental agency is wholly within a county, the Board of Supervisors is the code reviewing body for that agency. Accordingly, after the SBCTA/SBCOG Board reviews SBCTA/SBCOG's Conflict of Interest Code and amends Appendix A, it must be submitted to the San Bernardino County Board of Supervisors for their review.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2026/2027.

Reviewed By:

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

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

General Policy Committee Agenda Item
August 12, 2026
Page 2

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
General Policy Committee
Date: August 12, 2026

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

San Bernardino County Transportation Authority/San Bernardino Council of Governments	Policy	10102
Adopted by the Board of Directors Sept. 2, 1992	Revised	0709/02/2026 5
Conflict of Interest Code and Post-Service Participation Restrictions Policy	Revision No.	17 18

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I. PURPOSE

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

II. CONFLICT OF INTEREST

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

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

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

III. POST-SERVICE PARTICIPATION RESTRICTIONS

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

IV. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Amended Conflict of Interest Code for SANBAG approved.	09/02/92
1	Modifications to Appendix A and Appendix B approved.	02/05/97
2	Amendment to Appendix A approved by SANBAG Board of Directors.	04/05/00
3	Appendix A: Removed Advanced Transportation Development Manager	01/10/07
4	Par. I: Added paragraph heading PURPOSE. Par. II: Added paragraph heading POLICY; amended the first paragraph and added two new paragraphs that replace the existing text. Appendix A: Added Construction Manager, Contracts/Controls Manager, and Project Delivery Manager; changed category designation for Board of Directors (City designees, Executive Director, and Chief Financial Officer from Category 2 to Category 1; added clarification that Form 700s filed by the	06/03/09

	Board of Directors (County designees) are filed with the Clerk of the Board of Supervisors, not SANBAG; and revised the descriptions for Category 1 and Category 2.	
5	Appendix A: Added Director of Programming, Chief of Planning, Chief of Programming, Chief of Transit & Rail Programs, Human Resources & Information Services Administrator, and Procurement/Risk Management/Contracts Administrator. Changed the following titles: Director of Freeway Construction to Director of Project Delivery, Director on Intergovernmental & Legislative Affairs to Director of Legislative Affairs, Director of Planning/Programming to Director of Planning, and Director of Air Quality/Mobility Programs to Chief of Air Quality/Mobility Programs. Removed the Contracts/Controls Manager.	06/30/12
6	Appendix A: Added General Counsel – missed in Rev. 5. Corrected titles for Director and Chief of Fund Administration and Programming.	08/06/12
7	Amended Purpose, Policy, and Appendix A per BOD 12/3/14 (Agenda item 10)	12/03/14
8	Amended Purpose, Policy, and Appendix A per BOD 1/6/16 (Agenda item 7)	01/06/16
9	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
10	Amendment to Appendix A approved by SBCTA Board of Directors 7/11/18 (Agenda item 5)	07/11/18
11	Appendix A: Revised category for Chief of Fiscal Resources and added Corridor Manager. Approved by the Board on June 5, 2019, Agenda Item 24.	06/05/19
12	Amendment to Appendix A approved by SBCTA Board of Directors 6/3/2020	6/3/2020
13	Appendix A: Revised footnote regarding when consultants are required to file Form 700. Approved by the Board on March 3, 2021, Agenda Item 38.	03/03/21
14	Appendix A: Revised job titles and provision defining which consultants are required to file a Form 700	02/02/2022
15	Appendix A: Updates to job titles. Approved by the Board on September 7, 2022, Agenda Item 6.	09/07/2022
16	Appendix A: Updates to job titles. Approved by the Board on July 3, 2024. Agenda Item 12	07/03/2024
17	Appendix A: Updates to job titles and add section for Post-Service Participation policy. Approved by the Board on July 2, 2025. Agenda Item 8.	07/02/2025
18	<u>Appendix A: Updates to job titles and added position.</u>	<u>09/02/2026</u>

Conflict of Interest Code – Designated Positions	Policy	10102 Appendix A
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	Designated Positions	Categories
1.	Accounting Manager	1
2.	Accounting Supervisor	2
3.	Air Quality and Mobility Programs Manager	2
3.4.	Assistant General Counsel	2
4.5.	Assistant Project Delivery Manager	2
5.6.	Board of Directors (County designees)*	1
6.7.	Board of Directors (City designees)	1
7.8.	Board of Directors Alternates (City designees)	1
8.9.	Board of Directors Ex Officio Alternate Member	1
9.10.	Board of Directors Ex Officio Member	1
40.11	Chief Financial Officer	1
41.	Chief of Air Quality/Mobility Programs	2
12.	Chief of Fiscal Resources	1
13.	Chief of Fund Administration	2
14.	Chief of Information Technology	2
15.	Chief of Legislative and Public Affairs	2
16.	Chief of Planning and Regional Programs	2
46.17	Chief of Project Controls	2
47.18	Clerk of the Board/Administrative Manager	2
48.19	Construction Manager	2
49.20	Consultant **	2
20.21	Corridor Manager	2
21.22	Council of Government Manager	2
22.23	Data and Analytics Program Manager	2
23.24	Deputy Director of Express Lanes	1
24.	Deputy Director of Planning and Regional Programs	4
25.	Deputy Director of Transit and Rail Programs – Capital Delivery	1
26.	Deputy Executive Director	1
27.	Director of Council of Governments	1
28.	Director of Fund Administration	1
29.	Director of Legislative and Public Affairs	1
30.	Director of Management Services	1
31.	Director of Planning and Regional Programs	1
32.	Director of Project Delivery and Express Lanes	1
33.	Director of Transit and Rail Programs	1
34.	Energy Program Manager	2
35.	Enterprise Risk Manager	2
36.35	Executive Director	1
37.36	Express Lanes Financial Supervisor	1
37.	Express Lanes Program Manager	2

38.	General Counsel	1
39.	Grants Analyst	2
40.	Legislative Analyst	1
41.	Multimodal Manager	2
42.	Multimodal Programs Administrator	2
43.	Planning Manager	2
44.	Procurement Analyst (I, II and III)	2
45.	Procurement Manager	2
46.	Programming Manager	2
47.	Project Controls Analyst (I, II and III)	2
48.	Project Controls Manager	2
49.	Project Delivery Manager	2
50.	Right of Way Manager	1
51.	Right of Way Specialist	1

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

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

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

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

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

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

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

Disclosure Categories

CATEGORY 1

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

CATEGORY 2

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

San Bernardino County Transportation Authority/San Bernardino Council of Governments	Policy	10102
Adopted by the Board of Directors Sept. 2, 1992	Revised	09/02/2026
Conflict of Interest Code and Post-Service Participation Restrictions Policy	Revision No.	18

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IV. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Amended Conflict of Interest Code for SANBAG approved.	09/02/92
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14	Appendix A: Revised job titles and provision defining which consultants are required to file a Form 700	02/02/2022
15	Appendix A: Updates to job titles. Approved by the Board on September 7, 2022, Agenda Item 6.	09/07/2022
16	Appendix A: Updates to job titles. Approved by the Board on July 3, 2024. Agenda Item 12	07/03/2024
17	Appendix A: Updates to job titles and add section for Post-Service Participation policy. Approved by the Board on July 2, 2025. Agenda Item 8.	07/02/2025
18	Appendix A: Updates to job titles and added position.	09/02/2026

Conflict of Interest Code – Designated Positions	Policy	10102 Appendix A
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	Designated Positions	Categories
1.	Accounting Manager	1
2.	Accounting Supervisor	2
3.	Air Quality and Mobility Programs Manager	2
4.	Assistant General Counsel	2
5.	Assistant Project Delivery Manager	2
6.	Board of Directors (County designees)*	1
7.	Board of Directors (City designees)	1
8.	Board of Directors Alternates (City designees)	1
9.	Board of Directors Ex Officio Alternate Member	1
10.	Board of Directors Ex Officio Member	1
11.	Chief Financial Officer	1
12.	Chief of Fiscal Resources	1
13.	Chief of Fund Administration	2
14.	Chief of Information Technology	2
15.	Chief of Legislative and Public Affairs	2
16.	Chief of Planning and Regional Programs	2
17.	Chief of Project Controls	2
18.	Clerk of the Board/Administrative Manager	2
19.	Construction Manager	2
20.	Consultant **	2
21.	Corridor Manager	2
22.	Council of Government Manager	2
23.	Data and Analytics Program Manager	2
24.	Deputy Director of Express Lanes	1
25.	Deputy Director of Transit and Rail Programs – Capital Delivery	1
26.	Deputy Executive Director	1
27.	Director of Council of Governments	1
28.	Director of Fund Administration	1
29.	Director of Legislative and Public Affairs	1
30.	Director of Management Services	1
31.	Director of Planning and Regional Programs	1
32.	Director of Project Delivery and Express Lanes	1
33.	Director of Transit and Rail Programs	1
34.	Energy Program Manager	2
35.	Executive Director	1
36.	Express Lanes Financial Supervisor	1
37.	Express Lanes Program Manager	2
38.	General Counsel	1
39.	Grants Analyst	2
40.	Legislative Analyst	1

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

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

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

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

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

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

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

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

Disclosure Categories

CATEGORY 1

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

CATEGORY 2

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

Minute Action

AGENDA ITEM: 5

Date: August 12, 2026

Subject:

Contract No. 26-1003440 to CityCom Real Estate Services, Inc. for Santa Fe Depot Property and Facility Management and As-Needed Commuter Station Facilities Management

Recommendation:

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

Approve Contract No. 26-1003440 to CityCom Real Estate Services, Inc., for Santa Fe Depot Property and Facility Management and As-Needed Commuter Rail Station Facilities Management in an amount not to exceed \$3,202,765.63 for an initial three-year term from January 1, 2027 through December 31, 2029, with two one-year renewal options in an amount not to exceed \$1,138,598.37 for the first option year and \$1,179,571.48 for the second option year, for a combined total (option years) not-to-exceed amount of \$2,318,169.85 to be funded with Indirect Cost Fund.

Background:

The San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino, as tenants-in-common of the Santa Fe Depot (Depot), share responsibilities for the Depot as defined in Cooperative Agreement 04-040. Among these shared duties is the retention of a property and facilities management firm, a function for which SBCTA is designated to oversee the contracting process.

Previously on July 24, 2025, SBCTA issued Request for Proposals (RFP) No. 25-1003327 through PlanetBids to 1,446 registered consultants, and 28 firms downloaded the solicitation. A Pre-Proposal Conference and site walk-through were conducted on March 11, 2026, with one firm in attendance. The procurement was conducted in accordance with current policies and procedures for professional services. SBCTA received two proposals by the deadline specified in the RFP. Following a responsiveness review conducted by Procurement staff, both submissions were determined to be non-responsive. As a result, the Scope of Work (SOW) was reviewed and revised in preparation for re-procurement.

SBCTA subsequently issued RFP No. 26-1003440 on March 3, 2026, and distributed it to 1,219 consultants through PlanetBids, with 22 firms downloading the solicitation. A Pre-Proposal walk-through was held on March 11, 2026, with three firms in attendance and the question-and-answer period remained open through March 18, 2026. Two addenda were issued to provide responses to questions and additional supporting documents. Ultimately, only one proposal was received by the submission deadline. Procurement staff reached out to firms that downloaded the solicitation but did not submit proposals. Reasons cited for not proposing included the SOW was not related to their services, insufficient staffing resources, or lack of local availability.

The previous Independent Cost Estimate (ICE) reflected only the direct costs of property management. Under the revised SOW, firms were required to include both the direct property management costs identified in the ICE and all subcontractor costs, which were not part of the previous contract. Currently, subcontractor costs are budgeted and managed separately within the

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item

August 12, 2026

Page 2

Management Services Department's Building Operations budget. Under this new contract structure, these two funding components, direct property management and subcontracted services, are consolidated into a single contract. This approach strengthens oversight and compliance with state law and procurement policies and improves transparency.

On April 8 and 9, 2026, the proposal along with the evaluation materials including score sheets, reference check forms, and the Declaration of Impartiality and Confidentiality form, were provided to the Evaluation Committee, which included three SBCTA staff members. Evaluators independently reviewed and scored the submission based on the criteria. The firm's cost proposal was determined to be fair and reasonable when compared with the ICE. CityCom Real Estate Services, Inc., submitted a total cost of \$3,202,765 for a three-year contract. Of that amount, \$2,911,108 represents subcontractor costs, leaving direct property management costs of \$291,657, which compares favorably with the project's ICE of \$278,864.

The significant difference between the ICE and the total contract value is attributable to the inclusion of subcontractor costs totaling \$2,911,108 over the three-year term. These costs were incorporated into the contract to consolidate and standardize the management of essential building services, including heating, ventilation and air conditioning (HVAC), janitorial, security, landscaping, and other facility maintenance services under a single coordinated framework while ensuring compliance with public contracting laws and policies. This approach streamlines oversight and aligns with current Depot operations.

These subcontractor costs are already included in the Management Services Department's Building Operations budget as part of the annual budget approved by the SBCTA Board of Directors. Excluding the subcontractor costs, the firm's direct management costs are consistent with the ICE and reflect a reasonable annual cost-of-living adjustment of approximately 3 to 4 percent.

Based on the overall evaluation, the Evaluation Committee concluded that CityCom Real Estate Services, Inc., demonstrated a strong understanding of the SOW, proposed a qualified team, and submitted a cost proposal consistent with the expectations. CityCom Real Estate Services, Inc. currently provides these services and brings 16 years of experience supporting SBCTA.

Approval of this item will award Contract No. 26-1003440 for the Depot and As-Needed Commuter Stations Property and Facilities Management Services. Historically, SBCTA has received few responses for this solicitation. Because the Depot functions both as a regional transit center and as the residence of SBCTA, timely and effective management of maintenance and capital improvement projects is essential to preserving the integrity of this historic facility. Awarding this contract will ensure continuity of service without operational disruption.

Financial Impact:

This item is consistent with the adopted Budget for Fiscal Year 2026/2027 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 agreement.

Responsible Staff:

Jennifer Joo, Management Analyst III

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Approved
General Policy Committee
Date: August 12, 2026
Witnessed By:

Contract No.: 26-1003440 Amendment No.: _____
Contract Class: Payable Department: Management Services
Vendor No.: 00437 Vendor Name: Citycom Real Estate Services, Inc.
Description: Santa Fe Depot Property and Facility Management and As-Needed Commuter Station Facilities Management
List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	3,202,765.63	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	3,202,765.63	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	3,202,765.63

Board of Directors	Date:	9/2/2026	Committee	Item #
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Other Contracts	Sole Source?	No	N/A
Local	Services		N/A

Estimated Start Date:	1/1/2027	Expiration Date:	12/31/2029	Revised Expiration Date:
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NHS: N/A QMP/QAP: N/A Prevailing Wage: No

[illegible]

Colleen Franco

Task Manager (Print Name)

Additional Notes:

CONTRACT NO. 26-1003440**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****CITYCOM REAL ESTATE SERVICES, INC.****FOR****SANTA FE DEPOT PROPERTY AND FACILITY MANAGEMENT****AND****AS-NEEDED COMMUTER STATION FACILITIES MANAGEMENT**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and CityCom Real Estate Services, Inc. ("CONSULTANT"), whose address is 9469 Haven Avenue, CA 91730. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties."

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in full force and effect through December 31, 2029, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA 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 December 31, 2031.

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 Fixed Price basis for all obligations incurred in, or applied to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Three Million, Two Hundred Two Thousand, Seven Hundred Sixty-Five Dollars and Sixty-Three Cents (\$3,202,765.63). 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 Fixed Price." The fees identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State California Department of Personnel Administration Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates, are reimbursable.

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

ARTICLE 4. INVOICING

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

ap@gosbcta.com

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

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

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

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

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

CONSULTANT shall provide SBCTA, or other authorized representatives of SBCTA 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 SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

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

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

ARTICLE 10. REPORTING AND DELIVERABLES

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

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

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.

11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.

11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

11.2.1 Increases or decreases the Scope of Work;

11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;

11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;

11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or

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

ARTICLE 12. CHANGES

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

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, 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 Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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

ARTICLE 14. CONFLICT OF INTEREST

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

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Sean T. Bailey	President
Farhana Zabin	Senior Property Manager
Zeyad Khalil	Property Manager Assistant
Stacy Hurnong	Accounting Manager

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

ARTICLE 18. TERMINATION

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - o 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.
 - o CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) 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 Indemnites 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 Indemnites below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

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 **\$7,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - o \$2,000,000 per occurrence limit for property damage or bodily injury
 - o \$1,000,000 per occurrence limit for personal injury and advertising injury
 - o \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract number and a 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.

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subsection 21.1.4 (Umbrella/Excess CGL).
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability The policy must include the following if it is determined by SBCTA to be in SBCTA's best interests to require such policy:

- \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

21.1.7 Technology Professional Liability Errors and Omissions Insurance. Intentionally Omitted

21.1.8 Railroad Protective Liability. The policy must include the following:

- Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers acceptable to SBCTA in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

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.

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

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

writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA. Without SBCTA's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$50,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation, shall be endorsed with a form at least as broad as ISO Form CG 20 01 04 13 to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form

CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, secure any coverage SBCTA deems necessary to fill the gap caused by the lapse in CONSULTANT's 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 obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

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

ARTICLE 22. INDEMNITY

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

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

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

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate

all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
9849 Haven Avenue	1170 W. 3rd Street, 2nd Floor
Rancho Cucamonga, CA 91730	San Bernardino, CA 92410-1715
Attn: Sean Bailey	Attn: Jennifer Joo
Email: sean@city-commercial.com	Email: Jjoo@gosbcta.com
Phone: (909) 948-1662	Phone: (909) 884-8276
2nd Contact: Farhana Zabin	Copy: Procurement Manager
Email: farhana@city-commercial.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 SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.

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

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

See Article 17.

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.; 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 SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

- 42.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 42.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

**CITYCOM REAL ESTATE
SERVICES, INC.**

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Sean T. Bailey
President

By: _____
Joe Baca, Jr.
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Sean T. Bailey
Chief Financial Officer

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

Attachment: 26-1003440 (12722 : Contract No. 26-1003440 for Santa Fe Depot PFM & As-Needed Commuter Station FM)

**EXHIBIT “A”
“SCOPE OF WORK”**

SANTA FE DEPOT PROPERTY AND FACILITY MANAGEMENT

“SCOPE OF WORK – SANTA FE DEPOT”

The San Bernardino County Transportation Authority (SBCTA) is seeking proposals for property and facility management services, as further described below, relating to the occupancy of the Santa Fe San Bernardino Depot located at 1170 West 3rd Street in San Bernardino, CA 92410 (“Premises”). The building, as well as the land upon which it sits, is jointly owned by SBCTA and the City of San Bernardino (“City”) as tenants in common.

A. STANDARDS OF PERFORMANCE

Consultant will devote its commercially reasonable efforts to providing first-class professional management of the Premises with SBCTA and its tenants, in a manner that is consistent with other buildings of a similar class and quality. Further, Consultant will at all times act in good faith in a commercially reasonable manner and in a fiduciary capacity with respect to the proper protection and accounting of SBCTA’s property and assets:

- Provide monthly, quarterly, and annual financial reports for property operations and capital expenditures.
- Repair and maintain the Premises as required by SBCTA in a prudent and timely manner.

B. SERVICES

The selected consultant will be responsible for:

1. Property Operations:

- a. Maintain 24/7 on-site security personnel.
- b. Provide immediate communication to San Bernardino Police Department in case of emergency.
- c. Implement and maintain a comprehensive property maintenance program.
- d. Coordinate with service providers.
- e. Manage leasing turnover and occupancy preparation.
- f. Ensure compliance with all applicable federal and state regulations and requirements.
- g. Maintain safety and security protocols.
- h. Perform routine and/or preventive maintenance.
- i. Coordinate repairs and replacements.
- j. Maintain building systems (HVAC, plumbing, electrical).
- k. Maintain grounds maintenance and landscaping.
- l. Manage waste disposal.
- m. Contract with and manage vendors, including but not limited to: Plumbing, Heating, Ventilation & Air Conditioning (HVAC), Electrical, Fire Alarm, Security, Janitorial, Pest Control, Window Cleaning, Street Sweeping, Power Washing, Elevator Maintenance, CCTV, and Landscaping, in compliance with applicable procurement and prevailing wage laws and regulations.

1) Security Coverage:

- i. 24 hours and 7 days coverage for the entire premises.
 - ii. One designated lobby ambassador during SBCTA's office hours.
- 2) Janitorial and Porter Service:
- i. Janitorial service for common areas including but not limited to tile lobby and various parking lots.
 - ii. Porter service for SBCTA.

2. Financial Management:

- a. Collect, process, and track tenant payment transactions.
- b. Calculate tenant rental portion in accordance with state and federal laws and regulations.
- c. Prepare and manage the operating budget and expenses.
- d. Process vendor payments.
- e. Maintain required insurance coverage.
- f. Establish a segregated bank account for operating expenses for the purpose of maintaining funds available for property management, general maintenance, payments for supplies, equipment and services associated with maintaining and operating the property.
- g. Process tenant applications, verify referrals where required, and maintain waiting lists.
- h. Maintain tenant files and records.
- i. Prepare annual operating budget and a five-year capital plan. This includes suggested capital improvements and detailed suggestions for the improved operation of the property with a detailed narrative.
- j. Collect monthly operating expense reimbursement.
- k. Provide accounts receivables duties.
- l. Approve and input all invoices on a daily basis.
- m. Review monthly funding request and modify according to approved projects within the building.
- n. Follow-up on accounts receivables-billing and late fees as appropriate and approved by SBCTA.
- o. Prepare monthly financial reports including actual versus budget operating statements, accounts receivables/aging report, rent roll, security deposit ledger, and variance reports.
- p. Log rent payments and other receivables received for financial reporting purposes.
- q. Gross up of year-end operating expenses and billing of triple-net expenses in accordance with tenants' leases.
- r. Maintain an Operating Account for all income and expenditures per applicable legal requirements.
- s. Ensure payment of all bills which the Consultant determines are properly payable.
- t. Ensure payment of water charges, sewer fees, and utility assessments including all other charges and impositions as they shall become due and payable.

- u. Use due diligence and employ reasonable efforts to ensure that the actual costs of maintaining and operating the Premises shall not exceed the amount provided in the applicable budget (either total or in any line-item).

3. Leases:

SBCTA must approve all leases. The SBCTA Executive Director, or their designee, is authorized to approve and execute Depot leases so long as the lease term is for 5 years or less and the total value does not exceed \$100,000. All other leases must be approved by the SBCTA Board of Directors.

4. Facility Management Details:

- a. Communicate to SBCTA and tenants regarding building issues that will affect them (e.g., work being conducted to elevators, window washing, lobby floor maintenance, power outage, etc.).
- b. Provide property inspections and tours.
- c. Handle tenant relations.
- d. Coordinate tenant events.
- e. Help coordinate annual occupant fire drill where applicable.
- f. Market available office space for lease.
- g. Work with SBCTA on any ADA/Code compliance issues that may arise.
- h. Identify and address emergency situations immediately upon occurrence and provide follow-up remediation while keeping the SBCTA staff informed.
- i. Provide services to ensure that grounds are well maintained and presentable for visitors and special events. Special events may require setup of furniture, moving of furniture, decorations, etc. The SBCTA staff will notify the consultant as soon as special event requirements are confirmed.
- j. Conduct move-in/move-out inspections and eviction proceedings.
- k. Respond to maintenance requests.
- l. Facilitate communication between tenants and service providers.

5. Project Management for Construction:

Consultant will serve as project manager for construction projects that are above and beyond regular operating and maintenance projects. The Consultant shall provide the associated supervision and direction for the installation of such renovations, improvements and/or alterations to the premises.

Services are anticipated to generally include, but are not limited to, the following: participation in the development of project scope; the evaluation of scheduling of the proposed project; bid analysis; contract award; construction inspection; construction surveying; contractor interface and contract administration; as well as other assorted duties as appropriate in managing construction projects.

For all public works projects: all contractors and subcontractors performing work must register on an annual basis with the California Department of Industrial Relations (DIR)

and furnish electronic payroll records for new projects to the Labor Commissioner. Additional information can be found at dir.ca.gov.

For projects greater than \$5,000, the Consultant shall, subject to SBCTA authorization, receive a fee percentage of project cost for its project supervision as outlined in the cost proposal.

C. SERVICE AND SUPPLY CONTRACTS

All service subcontracts shall, unless expressly approved in writing by SBCTA: 1) include a provision for cancellation (without penalty) on not more than thirty (30) days' written notice, 2) require that all vendors provide evidence of insurance which meet SBCTA's minimum insurance requirements noted in the contract, 3) include a provision requiring the vendor to indemnify SBCTA, the City, and the Consultant for any and all claims arising from its acts and omissions, including but not limited to willful misconduct, negligence and all actions in excess of the authority granted to the contractor under the terms of its contract with the Consultant.

AS-NEEDED FACILITY MANAGEMENT SERVICES FOR COMMUTER STATIONS AND OTHER SBCTA FACILITIES

“SCOPE OF WORK – OTHER”

Background Information:

The San Bernardino County Transportation Authority (SBCTA) maintains cooperative agreements with eight partner cities (collectively “Cities” or individually “City”) that define the roles and responsibilities for the design, construction, operation, and maintenance of commuter stations located within those Cities’ jurisdictions. From time to time, it may be necessary for SBCTA to assume the responsibility of providing security and/or maintenance services at these stations on behalf of a City or other entity(ies), or SBCTA-owned facilities.

Scope of Work:

Upon receipt of a written Work Order from the SBCTA Project Manager, Consultant shall utilize existing service agreements to perform one or more of the Contract services at the commuter station(s) or other facility(ies) for the hours identified in a Work Order. Such stations and/or facilities, including but not limited to the locations and facilities listed below.

Metrolink Stations Locations:

- Montclair Transit Center, 5060 Richton St, Montclair, CA 91763
- Upland Metrolink Station, ~100 – 600 East A Street, Upland, CA 91786
- Rancho Cucamonga Metrolink Station, 11208 Azusa Ct, Rancho Cucamonga, CA 91730
- Fontana Metrolink Station, 16777 Orange Way, Fontana, CA 92335
- Rialto Metrolink Station, 261 S Palm Ave, Rialto, CA 92376
- San Bernardino Downtown Transit Center, 174 South E Street, San Bernardino CA 92401
- East Ontario Station, 3330 E Francis St, Ontario, CA 91761
- Tippecanoe Station, 1498 S Tippecanoe Ave., San Bernardino, CA 92408
- Esri Station, 601 New York Street, Redlands, CA 92373
- Downtown Redlands Station, 351 North Orange Street, Redlands, CA 92374
- University Station, 1100 E. Park Ave., Redlands, CA 92374

Facilities:

- 958 W 3rd St San Bernardino, CA 92410 (Arrow Maintenance Facility)

General Requirements:

1. Consultant shall provide the services identified in this Scope of Work – Other on a per-Work Order basis and on month-to-month terms.

2. When services are required, the SBCTA Project Manager will issue a Work Order identifying the service(s) required and the station(s) or facilities the services are required for, the effective date of services, as well as the Work Order specific requirements.
3. The minimum order duration shall be one (1) month.
4. Invoices for work performed under this Scope of Work – Other shall be invoiced separately from all other work performed under the Contract. Consultant shall submit separate invoices per station/facility, unless instructed otherwise by the SBCTA Project Manager.
5. **Tiered Pricing:** Consultant shall invoice SBCTA per month per station/facility (Tier 1) for each station/facility requiring oversight of security services only (no CCTV requirements) or janitorial services only. For any station/facility requiring any additional service(s), or for a station or facility not listed above, a fee per month per station/facility, calculated on expenses each month will apply (Tier 2). Tier 1 and Tier 2 are mutually exclusive pricings and cannot add upon each other at any given location.
6. SBCTA reserves the right to request services for other locations not pre-identified in this Scope of Work – Other. The fee for any property not pre-identified in this scope of work will be based on Tier 2 pricing.
7. SBCTA reserves the right to contract with other consultants for the same or similar services identified in this Scope of Work – Other. SBCTA does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive compensation other than on a per Work Order basis.
8. SBCTA reserves the right to terminate a Work Order, for any reason, with a thirty (30) day written notice of termination.

EXHIBIT “B”
“COMPENSATION SUMMARY ”

EXHIBIT "B"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
CityCom Real Estate Services, Inc.	Property and Facility Management	\$ 291,657.10
<i>Sub Consultants:</i>		
Marksman Security	Security	352,860.00
Briteworks, Inc.	Janitorial	153,000.00
PAC Engineering	CCTV	12,000.00
Everest Landscape	Landscaping/Extras	40,140.00
Weatherite	Heating, Ventilation, Air & Conditioning	50,004.00
Pestagon	Pest Control	2,712.00
Sunshine Windows	Window Cleaning/Washing	27,000.00
Cam Services	Street Sweeping/Power Washing	12,504.00
Bouddrea	Stormwater drain maintenance	45,000.00
Johnson Control	Fire Life system maintenance/monitor	55,008.00
Tecta Roof	Roof Maintenance	7,500.00
Southern California Edison	Electricity	63,900.00
City of San Bernardino	Water/Sewer	35,748.00
The Gas Company	Gas	1,452.00
Royalty Plumbing/Jubilee Plumbing	Plumbing	15,000.00
Schindler Elevator	Elevator	9,996.00
CPS Property Services	General Maintenance	50,004.00
CLE Lighting	Electrical (Lighting)	8,004.00
	Subcontractor Costs 2027 (3% Increase)	970,086.96
	Subcontractor Costs 2028 (3% Increase)	999,189.57
SUBTOTAL		2,911,108.53
TOTAL COSTS		\$ 3,202,765.63

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

EXHIBIT “C”
“SBCOG ENTITIES”

City of Adelanto	City of Hesperia	City of San Bernardino
Town of Apple Valley	City of Highland	County of San Bernardino
City of Barstow	City of Loma Linda	City of Twentynine Palms
City of Big Bear Lake	City of Montclair	City of Upland
City of Chino	City of Needles	City of Victorville
City of Chino Hills	City of Ontario	City of Yucaipa
City of Colton	City of Rancho Cucamonga	Town of Yucca Valley
City of Fontana	City of Redlands	
City of Grand Terrace	City of Rialto	

Minute Action

AGENDA ITEM: 6

Date: August 12, 2026

Subject:

Fiscal Year 2026/2027 Budget Amendments

Recommendation:

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

A. Approve an amendment to the Fiscal Year 2026/2027 Budget to increase Task No. 0200 - Executive Administration and Support by \$91,000 for the new Assistant Deputy Clerk position to be funded by the General Fund in the General Government program and Council of Governments fund and program.

B. Approve the elimination of the Geographic Information System (GIS) Analyst position, with the addition of a Management Analyst II (Planning) position as its replacement.

Background:

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

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

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

Recommendation A:

On July 1, 2026, the Board approved the creation of an Assistant Deputy Clerk position for Fiscal Year 2026/2027 to support the significant organizational growth with the addition of a second Deputy Executive Director, and expansion of San Bernardino Council of Governments and its regional responsibilities through development of a five-year work plan, formation of the Inland Regional Energy Network, and the creation of the San Bernardino Regional Housing Trust Joint Powers Authority. The Assistant Deputy Clerk will be responsible for high-level governance functions that include overseeing compliance with Senate Bill (SB) 707 and SB 827, managing Form 700 filings, responding to public records requests, and developing and maintaining policies and procedures. These duties require a thorough understanding of statutory requirements, the Brown Act, the California Public Records Act, conflict-of-interest regulations, and formal reporting requirements. This position will participate in the oversight and daily operations of the Clerk of the Board's Office, performing varied and complex tasks that require considerable discretion, independent judgment, and a strong command of regulatory and procedural obligations. The estimated cost of the position for Fiscal Year 2026/2027 is \$91,000 (Salary Range 15 - \$72,338 – \$108,507) which will be funded by the General Fund and Council of Governments fund sources.

Entity: San Bernardino County Transportation Authority

Recommendation B:

Recently, the Planning Department underwent significant staffing adjustments following the retirement of Steve Smith, Director of Planning and Regional Programs. This transition led to several promotions and a shift in departmental needs. One of the most notable changes is the establishment of a fully dedicated Data Analytics Manager to oversee the GIS team; previously, this responsibility was combined with other transportation planning duties. As a result, the necessity for two GIS Analyst positions has decreased, with the department now prioritizing regular transportation planning analyst (management analyst) functions to better align with current operational requirements. The proposed change in position does not require a budget amendment, as the title and job descriptions are being updated while salary and benefits remain unchanged (Salary Range 16 - \$75,955 – \$113,933), and the position is already accounted for in the Fiscal Year 2026/2027 budget.

Financial Impact:

A Budget amendment is required as described in Recommendation A, and described in the Background section of this item. Recommendation B has no financial impact on the adopted Budget for Fiscal Year 2026/2027.

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

Approved
General Policy Committee
Date: August 12, 2026

Witnessed By:

Minute Action

AGENDA ITEM: 7

Date: August 12, 2026

Subject:

Revision No. 1 to Policy 50100, Environmental Signatory and Approval Authority, and Approval of Environmental Procedures Manual

Recommendation:

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

A. Approve Revision No. 1 to Policy No. 50100, Environmental Signatory and Approval Authority Policy, that directs the preparation of an environmental procedures manual and delegates certain approvals under the California Environmental Quality Act (CEQA).

B. Approve SBCTA Procedure No. 50100, the SBCTA/SBCOG Environmental Procedures Manual.

C. Conduct a public hearing pursuant to California Government Code Section 66018 to consider establishing a fee for Administrative Appeals for Exemption Determinations under CEQA.

D. Adopt Resolution No. 26-014, establishing a fee schedule for Administrative Appeals for Exemption Determinations made by staff under CEQA.

Background:

The California Environmental Quality Act (CEQA) requires public agencies to evaluate and disclose potential environmental impacts resulting from discretionary actions that may cause either a direct or reasonably foreseeable indirect physical change to the environment. As public agencies, the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG) are obligated to comply with CEQA for applicable planning, capital, and programmatic activities.

In July 2019, the SBCTA/SBCOG Board of Directors (Board) adopted Policy No. 50100 to define CEQA approval roles, delegate certain approval authorities, and direct the preparation of the SBCTA/SBCOG Environmental Procedures Manual. The policy and manual were intended to streamline the preparation, processing, and approval of CEQA documents in alignment with recent regulatory changes, including Senate Bill 743 (Transportation Impacts), Assembly Bill 52 (Native American tribes), and climate-related CEQA amendments.

Since adoption of Policy No. 50100, staff identified opportunities to further clarify delegations of authority, improve procedural consistency, eliminate outdated forms, and create a more transparent administrative process for CEQA exemption determinations. As a result, staff have prepared Revision No. 1 to Policy No. 50100 and the draft Environmental Procedures Manual (SBCTA Procedures 50100) for Board consideration.

Summary of Proposed Revisions and the Procedures Manual

Key changes included in Revision No. 1 to Policy No. 50100 and the Environmental Procedures Manual are as follows:

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

1. Revisions to Policy No. 50100

- Removed the currently imposed requirement for an Executive Director approval action each time SBCTA assumes CEQA Lead Agency status on a project.
- Deleted outdated Form 202 (formerly the SBCTA Responsible Agency Certification Form) and clarified that Responsible Agency "certifications" are not appropriate under CEQA since the Lead Agency has the obligation to certify any EIR.
- Clarified the delegation of environmental approvals and the criteria for future updates to the Environmental Procedures Manual.
- Included general clarifications to improve policy readability and consistency.

2. Administrative CEQA Exemption Determination Appeals Process

- Established a formal process for members of the public to appeal SBCTA/SBCOG CEQA exemption determinations made by staff, as required by CEQA.
- Included required procedures, timelines, submittal requirements, and an administrative appeals fee (subject to approval following a public hearing pursuant to Government Code Section 66018).

3. Environmental Notice Webpage

- Established a new Environmental Notice webpage on the SBCTA website to publicly post CEQA notices and provide instructions on the administrative appeals process.

4. New Environmental Review Email Address

- Created a dedicated SBCTA email address for CEQA Intergovernmental Review (IGR) submittals and environmental correspondence to streamline communication with agencies, Native American tribes, and the public.

5. Updated Procedures for SB 743 and AB 52

- Included current procedures for evaluating transportation impacts under Senate Bill 743.
- Provided detailed procedures for engagement with Native American tribes consistent with Assembly Bill 52.

California Government Code Section 66018 requires a public hearing prior to adopting fees for providing a service. Staff recommends conducting a public hearing to consider a proposed flat fee in the amount of \$300 for each administrative appeal of CEQA exemption determinations. The fee is intended to recover the reasonable cost of processing such administrative appeal, including posting administrative appeals notices online and in print in a newspaper of general circulation. Following the hearing, staff recommends Board adoption of Resolution No. 26-014 establishing the fee schedule.

The proposed revisions to Policy No. 50100 and the adoption of the Environmental Procedures Manual will keep SBCTA's environmental review processes up to date, clarify approval roles, ensure compliance with current CEQA requirements, and enhance transparency for the public and partner agencies.

General Policy Committee Agenda Item

August 12, 2026

Page 3

Staff recommends the Board approve the policy revision, adopt SBCTA Procedure No. 50100, conduct the required public hearing, and adopt Resolution No. 26-014 approving the appeal fee schedule.

Financial Impact:

The recommended action to establish an Administrative Appeal fee for CEQA Exemption Determinations equates to a nominal annual increase in the net revenue. Revenue from the Administrative Appeals fee for CEQA Exemption Determinations goes into the Administrative Fund.

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, the draft policy revisions, the proposed procedure manual, and the draft resolution establishing a fee for administrative appeals of CEQA exemption determinations made by staff.

Responsible Staff:

Paul Melocoton, Project Manager

Approved
General Policy Committee
Date: August 12, 2026

Witnessed By:

San Bernardino County Transportation Authority and San Bernardino Associated Council of Governments	Policy	50100
Adopted by the Board of Directors July 10, 2019	Revised	<u>69/023/26</u>
Environmental Policy and Approval Authority	Revision No.	<u>1</u>

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

Table of Contents

| Purpose | References | Policy | Revision History |

I. PURPOSE

This policy delegates certain signature and approval authority and directs the preparation and maintenance of an environmental procedures manual, all pursuant to the California Environmental Quality Act (CEQA).

II. REFERENCES

Public Resources Code § 21082

14 California Code of Regulations §§ 15022, 15025, 15091, 15093

Procedure 50100, SBCTA/SBCOG Environmental Procedures Manual

III. DEFINITIONS

~~Department Director for the purposes of this Policy, means a Department Director, the Chief Financial Officer, the General Counsel, the Assistant General Counsel, or a Deputy Director. A designee of any such individual, identified in writing, may act in that individual's capacity under this Policy in that individual's absence or as otherwise directed by that individual.~~

~~Designee as used in Table 1, may include appropriate project team members, including consultant staff.~~

IV. POLICY

This policy delegates authority for certain approvals pursuant to CEQA. SBCTA and ~~SANBAG (dba "SBCOG")~~ are required to comply with State statutes and regulations, including CEQA, Public Resources Code (PRC) §§ 21000-~~21189.9124177~~, and CEQA Guidelines, California Code of Regulations (CCR), Title 14, Division 6, Chapter 3, §§ 15000-15387. This policy is adopted pursuant to PRC § 21082 and ~~-14 CCR §15022~~, which require public agencies to develop policies and procedures consistent with CEQA and the CEQA Guidelines for administering the agency's responsibilities under CEQA. This policy further directs the preparation of the SBCTA/SBCOG Environmental Procedures Manual (Procedure 50100) which shall be maintained on the SBCTA Intranet. This policy should be amended to conform to amendments to the CEQA guidelines within 120 days after the effective date of the CEQA amendment.

A. Signature Authority

This policy shall apply to all projects for which SBCTA or SBCOG is the CEQA lead or responsible agency. In all circumstances, the Executive Director is authorized to approve and sign any listed documents.

Documents / Actions	Signature and/or Approval Authority
<u>Determination of Lead Agency Status</u>	<u>Executive Director or Designee</u>
CEQA Exemption Determination (Form no. 201) ¹	Department Director or Designee
Notices: Notice of Exemption, Notice of Preparation of Draft EIR, Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration, Notice of Availability, Notice of Opportunity for a Public Hearing, Notice of Completion of Draft EIR, and Notice of Determination	Department Director or Designee
CEQA Responsible Agency Certification Findings- ¹ (form no. 202) ¹	Department Director or Designee
Preparation of the Initial Study and Determination to Prepare Draft EIR or Negative Declaration	Department Director or Designee
Response to Notice of Preparation as to Contents of an Environmental Impact Report as Responsible Agency	Director of Planning <u>and Regional Programs</u> or Designee
Comments on Adequacy of Draft Environmental Impact Report or Negative Declaration as Responsible <u>or Commenting</u> Agency	Director of Planning <u>and Regional Programs</u> or Designee
<u>Approval of updates or revisions to the this Environmental Procedures Manual to comply with applicable law or other non-substantive changes to the Environmental Procedures Manual (Procedure 50100) ¹</u> Approval of updates or revisions to the Environmental Procedures Manual (Procedure 50100)	<u>Executive Director or Designee</u> Director of Planning or Designee

¹ Must be approved as to form by SBCTA's/SBCOG's General Counsel or designee.

The following actions require approval by the Board of Directors ~~in accordance with 14 CCR § 15025~~. A staff report providing the background, history, analysis, and staff recommendation is required. Related documents and pertinent correspondence that would be used as basis for approval by the Board shall be attached to the staff report or clearly referenced. A link to access electronic copies of the documents or reference to where hard copies are available for review by the members of the Board shall be included in the staff report.

1. Adoption~~approval~~ of a Negative Declaration/Mitigated Negative Declaration (CEQA Guideline § 15074(b))
2. Review and Certification~~consideration~~ of the Final Environmental Impact Report (CEQA Guideline § 15090(a))
3. Lead Agency Findings Regarding Avoiding or Substantially Lessening Significant Environmental Effects (Mitigation Measures) (CEQA Guideline § 15091) ~~(a)~~
- ~~3.4.~~ Adoption of a the Mitigation Monitoring and Reporting Program (CEQA Guideline § 15097)
- ~~4.5.~~ Lead Agency Statement of Overriding Considerations (CEQA Guideline § 15093)

IV. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors (Agenda item 3).	7/10/19
1	<u>Added Definitions</u> <u>Updated references to SANBAG</u> <u>Removed the requirement for Executive Director approval each time SBCTA assumes CEQA Lead Agency status. Please summarize the revisions here</u> <u>Removed reference to Form 202</u> <u>Updated delegation for approvals of future updates to the Environmental Procedures Manual</u> <u>General clarifications to improve readability and consistency</u>	<u>Pending</u>

San Bernardino County Transportation Authority and San Bernardino Council of Governments	Policy	50100
Adopted by the Board of Directors July 10, 2019	Revised	9/02/26
Environmental Policy and Approval Authority	Revision No.	1

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

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| Purpose | References | Policy | Revision History |

I. PURPOSE

This policy delegates certain signature and approval authority and directs the preparation and maintenance of an environmental procedures manual, all pursuant to the California Environmental Quality Act (CEQA).

II. REFERENCES

Public Resources Code § 21082

14 California Code of Regulations §§ 15022, 15025, 15091, 15093

Procedure 50100, SBCTA/SBCOG Environmental Procedures Manual

III. POLICY

This policy delegates authority for certain approvals pursuant to CEQA. SBCTA and SBCOG are required to comply with State statutes and regulations, including CEQA, Public Resources Code (PRC) §§ 21000-21189.91, and CEQA Guidelines, California Code of Regulations (CCR), Title 14, Division 6, Chapter 3, §§ 15000-15387. This policy is adopted pursuant to PRC § 21082 and 14 CCR §15022, which require public agencies to develop policies and procedures consistent with CEQA and the CEQA Guidelines for administering the agency's responsibilities under CEQA. This policy further directs the preparation of the SBCTA/SBCOG Environmental Procedures Manual (Procedure 50100) which shall be maintained on the SBCTA Intranet. This policy should be amended to conform to amendments to the CEQA guidelines within 120 days after the effective date of the CEQA amendment.

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Documents / Actions	Signature and/or Approval Authority
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Notices: Notice of Exemption, Notice of Preparation of Draft EIR, Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration, Notice of Availability, Notice of Opportunity for a Public Hearing, Notice of Completion of Draft EIR, and Notice of Determination	Department Director or Designee
CEQA Responsible Agency Findings ¹	Department Director or Designee
Preparation of the Initial Study and Determination to Prepare Draft EIR or Negative Declaration	Department Director or Designee
Response to Notice of Preparation as to Contents of an Environmental Impact Report as Responsible Agency	Director of Planning and Regional Programs or Designee
Comments on Adequacy of Draft Environmental Impact Report or Negative Declaration as Responsible or Commenting Agency	Director of Planning and Regional Programs or Designee
Approval of updates or revisions to the Environmental Procedures Manual to comply with applicable law or other non-substantive changes to the Environmental Procedures Manual (Procedure 50100) ¹	Executive Director or Designee

¹ Must be approved as to form by SBCTA's/SBCOG's General Counsel or designee.

The following actions require approval by the Board of Directors. A staff report providing the background, history, analysis, and staff recommendation is required. Related documents and pertinent correspondence that would be used as basis for approval by the Board shall be attached to the staff report or clearly referenced. A link to access electronic copies of the documents or reference to where hard copies are available for review by the members of the Board shall be included in the staff report.

1. Adoption of a Negative Declaration/Mitigated Negative Declaration (CEQA Guideline § 15074(b))
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3. Lead Agency Findings Regarding Avoiding or Substantially Lessening Significant Environmental Effects (Mitigation Measures) (CEQA Guideline § 15091)
4. Adoption of a Mitigation Monitoring and Reporting Program (CEQA Guideline § 15097)
5. Lead Agency Statement of Overriding Considerations (CEQA Guideline § 15093)

IV. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors (Agenda item 3).	7/10/19
1	Updated references to SANBAG Removed the requirement for Executive Director approval each time SBCTA assumes CEQA Lead Agency status. Removed reference to Form 202 Updated delegation for approvals of future updates to the Environmental Procedures Manual General clarifications to improve readability and consistency	Pending



Environmental Procedures Manual





SBCTA Procedure 50100
SBCTA/SBCOG Environmental Procedures Manual

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I. INTRODUCTION

The following Environmental Procedures Manual (Manual) is adopted by the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG) in accordance with [SBCTA Policy No. 50100](#) and the requirements of the California Environmental Quality Act (CEQA), [Public Resources Code 21000–21189.91](#), and related regulations in [California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000–15387 \(CEQA Guidelines\)](#). California public agencies, both state and local, are required to adopt implementing procedures and guidelines for administering their responsibilities under CEQA, including the orderly evaluation of projects and preparation of environmental documents.¹ The purpose of this Manual is to guide SBCTA/SBCOG staff in carrying out the requirements of CEQA and to assure the public that environmental impacts related to SBCTA/SBCOG actions are thoroughly and consistently addressed. This Manual achieves this purpose by providing objectives, criteria, and procedures for the orderly evaluation of projects and the preparation of CEQA documents pursuant to CEQA and its implementing State CEQA Guidelines. This Manual is intended to supplement the State CEQA Guidelines for practical application to specific projects approved or undertaken by SBCTA/SBCOG. The following procedures, therefore, do not replace or supplant the State CEQA Guidelines, but are to be used in conjunction with them. All definitions and requirements of the State CEQA Guidelines are included and made part of these procedures by this reference. If the application of any procedure contained in this Manual conflicts with any provision of the State CEQA Guidelines, the provision of the State CEQA Guidelines shall govern. This Manual will be updated when there are changes to CEQA, or as otherwise deemed beneficial, in accordance with [SBCTA Policy No. 50100](#); however, such changes to CEQA statutes and guidelines shall prevail over this Manual. The latest CEQA statutes and guidelines may be found on the California Governor's Office of Land Use and Climate Innovation (LCI) website at lci.ca.gov. Any reference to specific laws, guidelines, or other applicable regulations in this Manual are to be interpreted to include any such subsequent and effective changes thereto, if applicable to SBCTA/SBCOG. Any comments on this Manual should be directed to igr@gosbcta.com.

II. BACKGROUND

CEQA is California's law designed to most comprehensively address environmental impacts. It was originally adopted by the California Legislature in 1970. Since adoption, CEQA has been amended on many occasions. The laws and rules governing the CEQA process are found in the [CEQA statutes \(Public Resources Code Section 21000 et seq.\)](#), the [CEQA Guidelines \(California Code of Regulations, Title 14, Section 15000 et seq.\)](#), published court decisions interpreting CEQA, and locally adopted CEQA procedures.

CEQA is intended to prevent or minimize environmental damage from activities undertaken by public agencies; activities undertaken by private individuals or businesses that require a permit, funding, or other approval by a public agency; and any projects that have the potential to adversely affect the environment. This is accomplished by requiring public agencies to analyze the potential for adverse environmental effects generated by a project in their jurisdiction prior to approval, and, if significant adverse impacts are identified, to mitigate or avoid these environmental impacts to the greatest extent feasible. CEQA is also a public disclosure statute. It is intended to require public disclosure of the environmental impacts of proposed projects to foster informed public comment and public agency decision-making about whether and under what circumstances to approve such projects.

¹ Pub. Res. Code § 21082; 14 C.C.R. § 15022



CEQA applies to any discretionary project that may have a significant effect on the environment. This includes public projects and private projects requiring public agency discretion and approval. A discretionary project is defined as “a project which requires the exercise of judgment or deliberation when the public agency or body decides to approve or disapprove a particular activity, as distinguished from situations where the public agency or body merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations.”² A project means “the whole of an action, which has the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment...”³ and includes:

1. Activities directly undertaken by a public agency (public works projects, regulations, planning documents);
2. Activities by private entities that are assisted by a public agency (contracts, grants, loans); or
3. Activities by private entities where one or more public agencies issue an entitlement (lease, permit, license, etc.).⁴

SBCTA and SBCOG are responsible for the development, funding, and/or approval of various projects ranging from roadway and commuter rail construction, management of right-of-way, and implementation of transportation planning and air quality management strategies. SBCTA and SBCOG are public agencies subject to the requirements of CEQA. As part of public agency responsibilities under CEQA, SBCTA and SBCOG should prepare the following:

1. Procedures for evaluating a proposed activity to determine whether there is any possibility that the activity may have a significant effect on the environment;
2. A list of activities or permits over which SBCTA/SBCOG has only ministerial authority;
3. A list of specific activities which SBCTA/SBCOG has found to be within the categorical exemptions established by CEQA; and
4. Procedures for the preparation of Environmental Impact Reports, Mitigated Negative Declarations⁵, and Negative Declarations.

III. ROLES AND RESPONSIBILITIES

Terms with ♦ are key definitions under CEQA

SBCTA/SBCOG can have any one of three primary roles under CEQA, depending on the project’s nature and relationship to SBCTA/SBCOG, each with their own unique responsibilities:

1. ♦ Lead Agency is the public agency that has the primary responsibility for approving a project that may have a significant effect upon the environment⁶. CEQA requires an assignment of a Lead Agency to each Project. The Lead Agency shall be the public agency with the greatest responsibility for supervising or approving the project as a whole. If a project involves discretionary actions by more than one agency, one should be selected as the Lead Agency and the others would be responsible agencies. For projects requiring SBCTA/SBCOG discretionary approval, a determination must be made on whether SBCTA or SBCOG is the Lead Agency or a Responsible Agency. The decision on which agency should be CEQA Lead

² 14 C.C.R. § 15357.

³ 14 C.C.R. § 15378.

⁴ 14 C.C.R. § 15378.

⁵ Unless otherwise specified, “Negative Declaration” shall mean either a Negative Declaration or Mitigated Negative Declaration throughout this Manual.

⁶ Pub. Res. Code § 21067



Agency can be facilitated by dialogue with project partners and must be made in accordance with the criteria in CEQA Guidelines Section 15051 and resolved in accordance with CEQA Guidelines Section 15053 if a dispute arises. If a dispute arises with another agency or agencies over which should be the Lead Agency, staff should discuss the next steps with the Department Director and General Counsel.

SBCTA's/SBCOG's basic responsibilities as a Lead Agency are listed below. Generally, these functions will be performed by the SBCTA Project Delivery and Express Lanes, Transit and Rail Programs, Planning and Regional Programs, and SBCOG teams, depending on the type of project. For example, when a project is awarded and administered by SBCTA and there are no other public agencies taking the Lead Agency role through a cooperative agreement, Project Delivery will generally take the lead on freeway/highway construction projects and Transit and Rail Programs will generally take the lead on rail and bus rapid transit construction projects. Also, outside consultants may be used to assist with some of these responsibilities, such as the development of Initial Studies, Negative Declarations, and Environmental Impact Reports (EIR), at the direction of the lead SBCTA/SBCOG staff and in accordance with applicable SBCTA/SBCOG policies.

- Conduct preliminary reviews to determine if projects are subject to CEQA.⁷
- Conduct review to determine if a project is exempt from CEQA.⁸
- Prepare Initial Studies for projects that may have significant environmental impacts.⁹
- Determine the significance of the environmental effects caused by the project.¹⁰
- Prepare, or contract for preparation of, Negative Declarations for projects with no significant environmental impacts.¹¹
- Prepare, or contract for preparation of, EIRs for projects with significant environmental impacts.¹²
- Adopt reporting or monitoring programs for the changes made to projects or conditions of project approval to mitigate or avoid significant effects on the environment.¹³
- Comply with CEQA noticing and filing requirements.

2. **Responsible Agency** is any public agency, other than the Lead Agency, that has the responsibility for approving or carrying out the project where more than one public agency is involved and for which the Lead Agency is preparing or has prepared an EIR or Negative Declaration¹⁴. If SBCTA/SBCOG does not have any discretionary approval authority over the project or any portion of the project, then it is not a Responsible Agency under CEQA (*i.e.*, if the project requires SBCTA/SBCOG discretionary approval for the project to proceed, then SBCTA/SBCOG is a Responsible Agency)¹⁵. Lead agencies must consult informally with responsible agencies at the Initial Study stage to obtain recommendations on whether to prepare an EIR or a Negative Declaration.¹⁶ Lead agencies must also request comments from responsible agencies on

⁷ 14 C.C.R. § 15060.

⁸ 14 C.C.R. § 15061.

⁹ 14 C.C.R. § 15063.

¹⁰ 14 C.C.R. § 15064.

¹¹ 14 C.C.R. § 15070.

¹² 14 C.C.R. § 15081.

¹³ Pub. Res. Code § 21081.6; 14 C.C.R. § 15097.

¹⁴ Pub. Res. Code § 21069; 14 C.C.R. § 15381.

¹⁵ 14 C.C.R. § 15381.

¹⁶ 14 C.C.R. § 15063(g).



draft EIRs and Negative Declarations.¹⁷ SBCTA/SBCOG must consider the adequacy of an environmental document prepared by the Lead Agency prior to approving the project.¹⁸

SBCTA/SBCOG most often acts as a Responsible Agency when it has discretionary permitting authority for a “Grant of Right of Use” in accordance with [SBCTA Policy No. 31602](#) that is being evaluated as part of a larger project by another public agency, such as the California Department of Transportation. SBCTA’s/SBCOG’s responsibilities as a Responsible Agency include participation in the Lead Agency’s consultation process and may include providing comments on the evaluation of transportation and air quality impacts. Specifically, SBCTA/SBCOG must, as a Responsible Agency, do the following:

- Respond to notices of preparation received from lead agencies within 30 days¹⁹ as appropriate based on potential transportation-related and air quality-related impacts.²⁰
- Participate in or request the Lead Agency to call a scoping meeting as appropriate based on potential transportation-related and air quality-related impacts.²¹
- Decide on the adequacy of the EIR or Negative Declaration for use by SBCTA/SBCOG.²²
- Consider the environmental effects of the project as shown in the EIR or Negative Declaration.²³
- Adopt feasible alternatives or mitigations for the direct or indirect environmental effects of those parts of the project which it decides to carry out, finance, or approve.²⁴
- Prepare and submit mitigation monitoring and reporting programs where appropriate.²⁵
- Make appropriate findings.²⁶
- File appropriate notices.²⁷

3. **Commenting Agency:** SBCTA/SBCOG may comment on the transportation-related and air quality-related impacts of projects, or any project impacts that affect SBCTA’s/SBCOG’s policies, programs, goals, or objectives, where another public agency is the Lead Agency, but for which SBCTA/SBCOG has no discretionary authority, in accordance with [SBCTA Policy No. 50100](#). When a project qualifies as one of statewide, regional, or areawide significance under CEQA Guidelines Section 15206, the Lead Agency must consult with and request comments on a draft EIR from SBCTA when SBCTA has transportation facilities within San Bernardino County that could be affected by the project.²⁸ “Transportation facilities” includes major local arterials and public transit within five miles of the project site and freeways, highways, and rail transit service within ten miles of the project site.²⁹ Any transportation information generated by a required monitoring or reporting program from such projects shall be submitted to SBCTA’s Director of Planning and Regional Programs at igr@gosbcta.com if the project is located in San Bernardino County.³⁰

¹⁷ 14 C.C.R. §§ 15072(a), 15086.

¹⁸ 14 C.C.R. § 15096(f).

¹⁹ All references to “days” in this Manual shall mean calendar days, unless otherwise specified.

²⁰ 14 C.C.R. § 15082(b).

²¹ 14 C.C.R. § 15082(c).

²² 14 C.C.R. § 15096(e).

²³ 14 C.C.R. § 15096(f).

²⁴ 14 C.C.R. § 15096(g).

²⁵ Pub. Res. Code § 21081.6; 14 C.C.R. § 15097.

²⁶ 14 C.C.R. § 15096(h).

²⁷ 14 C.C.R. § 15096(i).

²⁸ 14 C.C.R. §15086(a)(5)

²⁹ 14 C.C.R. §15086(a)(5)

³⁰ 14 C.C.R. §15097(g)



IV. DELEGATION OF TASKS

CEQA Guidelines Section 15025 allows public agencies to delegate certain actions to staff but also prohibits delegation of other responsibilities, unless the individual has been granted authority to perform such responsibilities as a “decision-making body” as defined by CEQA Guidelines Section 15356.

A. Tasks that can not be delegated to SBCTA/SBCOG staff (since they are not authorized to serve as the decision-making body under CEQA): SBCTA’s/SBCOG’s Board of Directors (“Board”), as the decision-making body in accordance with [SBCTA Policy No. 50100](#), may not delegate the following functions³¹:

- Adoption of a Negative Declaration;
- Review and certification of an EIR;
- Making findings as the Lead Agency in accordance with CEQA Guidelines Section 15091 relating to avoiding or lessening significant environmental effects for a project in which an EIR has been certified;
- Adoption of a Mitigation Monitoring and Reporting Program as the Lead Agency; and
- Making findings as the Lead Agency in accordance with CEQA Guidelines Section 15093 relating to a Statement of Overriding Considerations for a project in which an EIR has been certified.

These tasks must be presented to the Board with a staff report providing the background, history, analysis, and staff recommendation during a Board meeting in compliance with the Brown Act. Related documents and pertinent correspondence that would be used as basis for approval by the Board shall be attached to the staff report or clearly referenced. A link to access electronic copies of the documents or reference to where hard copies are available for review by the members of the Board may be included in the staff report. Where a SBCTA/SBCOG Policy Committee is first reviewing and recommending the project decision to the Board, the Policy Committee must also review and consider the EIR or Negative Declaration³².

B. Tasks that can and have been delegated to staff under SBCTA Policy No. 50100: In accordance with [SBCTA Policy No. 50100](#), the following approvals required under CEQA are delegated to staff. In all circumstances, the Executive Director is authorized to approve and sign any listed documents. In the event of any conflict, Policy No. 50100 always supersedes any information in this manual. Always consult with the policy in conjunction with using this manual.

³¹ 14 C.C.R. § 15025(b).

³² 14 C.C.R. § 15025(c).



Documents / Actions	Signature and/or Approval Authority
CEQA Exemption Determination (Form 201) ³³	Department Director or Designee
Notices: Notice of Exemption, Notice of Preparation of Draft EIR, Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration, Notice of Availability, Notice of Opportunity for a Public Hearing, Notice of Completion of Draft EIR, and Notice of Determination	Department Director or Designee
CEQA Responsible Agency Findings ³⁴	Department Director or Designee
Preparation of the Initial Study and Determination to Prepare Draft EIR or Negative Declaration	Department Director or Designee
Response to Notice of Preparation as to Contents of an Environmental Impact Report as Responsible Agency	Director of Planning and Regional Programs or Designee
Comments on Adequacy of Draft Environmental Impact Report or Negative Declaration as Responsible or Commenting Agency	Director of Planning and Regional Programs or Designee
Approval of updates or revisions to the Environmental Procedures Manual to comply with applicable law or other non-substantive changes to this Environmental Procedures Manual (Procedure 50100) ^{35,36}	Executive Director or Designee

V. INDEPENDENT JUDGMENT

SBCTA/SBCOG must exercise independent judgment in reviewing and approving environmental documents and considering environmental impacts. In accordance with CEQA, ³⁷ SBCTA/SBCOG will do all of the following:

- Independently review and analyze any report or declaration required by CEQA;
- Circulate draft documents that reflect SBCTA's/SBCOG's independent judgment; and
- As part of the adoption of a Negative Declaration or certification of an EIR, find that the report or declaration reflects the independent judgment of SBCTA/SBCOG when it is the Lead Agency.

VI. CEQA Process as the Lead Agency

The first step in the CEQA process is determining whether the activity or the action is a "project", as defined earlier in this Manual, under CEQA. A project is subject to the rules and requirements promulgated by CEQA.

The following are not considered to be a "project" under CEQA:

³³ Must be approved as to form by SBCTA/SBCOG General Counsel or designee.

³⁴ Must be approved as to form by SBCTA/SBCOG General Counsel or designee.

³⁵ Must be approved as to form by SBCTA/SBCOG General Counsel or designee.

³⁶ The SBCTA/SBCOG Board shall approve any material updates or revisions to the Manual that are not exclusively to comply with applicable law.

³⁷ Pub. Res. Code § 21082.1(c).



- Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, and general policy and procedure making;
- The creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment; and
- Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.
- **♦ Ministerial Actions** are governmental decisions involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project³⁸. The public official merely applies the law to the facts as presented but uses no special discretion or judgment in reaching a decision. A ministerial decision involves only the use of fixed standards or objective measurements, and the public official cannot use personal, subjective judgment in deciding whether or how the project should be carried out. The determination of what is “ministerial” can most appropriately be made by the particular public agency involved based upon its analysis of its own laws³⁹. Where a project involves an approval that contains elements of both a ministerial action and a discretionary action, the project will be deemed to be discretionary and will be subject to the requirements of CEQA.⁴⁰

VII. Exempt Projects

The State Legislature recognized that certain types of projects will not have significant environmental impacts or may have overriding benefits such that the project should not have to undergo CEQA review. The following section provides an overview of the most common exemptions applicable to projects where SBCTA/SBCOG is the Lead Agency or a Responsible Agency. Attachments A and B to this Manual list commonly used statutory and categorical exemptions, respectively, used by SBCTA/SBCOG. Additional exemptions may be found in the CEQA Guidelines.

- **♦ Statutory Exemption:** Projects for which the California Legislature has provided a blanket exemption from CEQA procedures and policies. These projects are exempt from CEQA regardless of potential impacts. CEQA Guidelines provides a list of activities that are statutorily exempt from CEQA.⁴¹ For SBCTA/SBCOG Statutorily Exempt projects, approvals by the Department Director or designee in accordance with Policy 50100, must be indicated on Form 201, a copy of which is attached hereto as Attachment C. An explanation of how the action is Statutorily Exempt is required.
- **♦ Categorical Exemption:** Projects that fall within a list of classes of activities determined by the California Resources Agency as projects that typically do not have a significant effect on the environment. CEQA Guidelines provides a list of classes of activities that are categorically exempt from CEQA⁴². Unlike Statutorily Exempt Projects, activities listed in a categorically exempt class may be excepted from the exemption under the following circumstances⁴³:
 - If they are located in a “particularly sensitive environment”;

³⁸ 14 C.C.R. § 15369.

³⁹ 14 C.C.R. § 15268(a).

⁴⁰ 14 C.C.R. § 15368(d).

⁴¹ 14 C.C.R. §§ 15260-15282

⁴² 14 C.C.R. §§ 15300-15333

⁴³ 14 C.C.R. § 15300.2



- Where the “cumulative impact of successive projects of the same type in the same place, over time is significant”;
- “Where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances”;
- Where a project “may result in damage to scenic resources . . . within a highway officially designated as a state scenic highway”;
- Where the project is located on a hazardous waste site “included on any list compiled pursuant to Section 65962.5 of the Government Code”; and
- Where the project “may cause a substantial adverse change in the significance of a historical resource.”

For SBCTA/SBCOG projects determined to be Categorical Exempt, approval by the Department Director or designee, in accordance with Policy 50100, must be indicated on Form 201. A brief explanation of how the project falls under a Categorical Exempt class is required, with good background information describing the proposed activity and a brief summary of the review of potential impacts. A list of impact minimization measures may also be included on Form 201 if appropriate.

- **♦ General Rule Exemption:** Projects may be exempt from CEQA if it can be seen with certainty that there is no possibility of a significant effect on the environment.⁴⁴ The General Rule Exemption requires substantial evidence in the record that a hard analysis was performed on the proposed activity. For SBCTA/SBCOG projects found to fall under the General Rule Exemption, approval by the Department Director or designee in accordance with Policy 50100, must be indicated on Form 201. Depending on the circumstances, supplemental information can be provided with Form 201 describing the proposed activity and a detailed summary of the review of potential impacts. Completion of a CEQA checklist, titled “[CEQA Appendix G](#)”, with an environmental practitioner is recommended to help with the analysis. A list of impact minimization measures should also be included on Form 201 if appropriate.

Administrative Appeal of Staff’s CEQA Exemption Determination

If SBCTA/SBCOG staff has authority to approve a project and determines that a project is not subject to CEQA because it is exempt, that determination may be appealed to the Board with both the payment of the applicable filing fee and a written request filed with the SBCTA Clerk of the Board no later than ten (10) days from the earlier of the following dates: the date SBCTA posts the notice of exemption on the SBCTA website at < [Environmental Procedures - SBCTA](#)> or the date that SBCTA/SBCOG physically posts the notice of exemption at 1170 W. 3rd Street, 1st Floor, San Bernardino, CA 92410.⁴⁵ The written request must state all grounds and issues for the CEQA appeal, specifying in detail why the appellant contends that the decision on the CEQA document does not comply with CEQA, and providing any supporting documentation. The Clerk of the Board shall schedule a public hearing before the Board no later than 60 days after receipt of a completed appeal request and publish notice of the hearing in a newspaper of general circulation at least ten (10) days before the hearing. The appeal hearing shall be limited to considerations of the environmental or procedural issues raised by the appellant in the written notice of appeal. The original decision shall be presumed correct, and the burden of proof shall be on the appellant to establish otherwise. The Board may uphold or reverse the environmental decision or remand the decision back to the original decisionmaker for reconsideration if substantial evidence of procedural error or significant new environmental issues are presented. The decision of the Board will be final. Any statute of limitations applicable to staff’s exemption decision shall be suspended for the duration of the

⁴⁴ 14 C.C.R. § 15061(b)(3)

⁴⁵ Pub. Res. Code § 21151(c).



administrative appeal, which shall end at the earlier of any appeal withdrawal or the Board's decision. Such suspension shall only apply to the party that was specifically named as the appellant in the appeal.

Filing Notice of Exemption

After approval of Form 201 and the project in accordance with SBCTA/SBCOG policies, a Notice of Exemption (NOE) should be filed with the San Bernardino County Clerk of the Board and the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation (LCI), formerly known as the Governor's Office of Planning and Research.^{46, 47} It is strongly recommended that these filings occur within 24 hours of the approval. The NOE form can be found on the LCI website, which is linked in Section XIII – Helpful Links, of this Manual. The NOE may be signed and filed by the Department Director or designee, in accordance with Policy 50100, after approval of Form 201.

The San Bernardino County Clerk of the Board is located at 385 N. Arrowhead Avenue, San Bernardino, CA 92415, where a filing fee is required. Please visit the San Bernardino County Clerk of the Board website for the latest filing fee costs. The County Clerk shall post the NOE within 24 hours of receiving the filed NOE. The NOE shall remain posted for 30 days for public inspection. After the 30-day posting period, the County Clerk shall return the NOE (with a notation of the period it was posted) to SBCTA/SBCOG, which shall retain the NOE within its files related to the project for a minimum of 12 months, or longer if the project's applicable records retention period is greater than 12 months.⁴⁸ The posting of the NOE starts a 35-day statute of limitations period on legal challenges to the decision that the project is exempt from CEQA. When a NOE is not filed, the limitations period for legal challenges is 180 days from the date the project is approved.

SBCTA/SBCOG must also submit the NOE electronically through LCI's online submission platform, CEQA Submit, for publication to CEQAnet, which is the online searchable environmental database administered by the State Clearinghouse. Instructions for submitting notices through CEQA Submit are available online at the State Clearinghouse website (see Section XIII – Helpful Links, of this Manual).

VIII. Initial Study/ Negative Declaration

This section describes the requirements that might be applicable when a project is not exempt from CEQA. Appendix A of the CEQA guidelines has a process flow chart for an overview of all applicable requirements, which is included in this Manual on the following page.

♦ An **Initial Study (IS)** is a report that documents a preliminary analysis conducted to determine the potential environmental impacts associated with a proposed activity. The IS is designed to ascertain if a project will have potential significant adverse effects on the environment, thereby requiring the preparation of an Environmental Impact Report (EIR). It also functions as an evidentiary document containing information to support any conclusions that the project will *not* have a significant environmental impact or that the impacts can be mitigated to a "Less Than Significant" or "No Impact" level. Once it is determined to prepare an IS, SBCTA/SBCOG should consult with all responsible agencies and trustee agencies⁴⁹ responsible for resources potentially affected by the project.

⁴⁶ Pub. Res. Code § 21152.

⁴⁷ Gov. Code § 65029.

⁴⁸ Pub. Res. Code § 21152(c)(1).

⁴⁹ "Trustee agencies", as used in this Manual, is defined in 14 C.C.R. § 15386.



♦ A **significant effect on the environment** means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project⁵⁰.

A. Preparation of an Initial Study

Although the CEQA Guidelines do not dictate the precise format required for an IS, certain information is required and is considered fundamental to analyzing the potential impacts associated with a proposed project. Appendix G of the CEQA Guidelines should be considered when preparing an IS. An IS must contain the following⁵¹:

- Information identifying the project's environmental effects, if any, by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries. The brief explanation may be either through a narrative or reference to another information source such as an attached map, photographs, or an earlier EIR or Negative Declaration;
- A discussion of the ways to mitigate the significant effects identified, if any;
- An examination of whether the project would be consistent with existing zoning, plans, and other applicable land use controls; and
- The name of the person or persons who prepared or participated in the preparation of the IS.

B. ♦ Negative Declaration

If there is no substantial evidence that the project may have a significant effect on the environment, SBCTA/SBCOG shall prepare a Negative Declaration.⁵² If the IS identifies potentially significant effects, but (1) revisions in the project plans or proposals would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and (2) there is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment, then a Mitigated Negative Declaration shall be prepared.⁵³

A Negative Declaration circulated for public review must include the following:

- A brief description of the project, including a commonly used name for the project, if any;
- The location of the project, preferably shown on a map, and the name of the project proponent;
- A proposed finding that the project will not have a significant effect on the environment;
- An attached copy of the IS documenting reasons to support the finding; and
- Mitigation measures, if any, are included in the project to avoid potentially significant effects.⁵⁴

⁵⁰ Pub. Res. Code §§ 21068 and 21060.5

⁵¹ 14 C.C.R. § 15063

⁵² 14 C.C.R. § 15070.

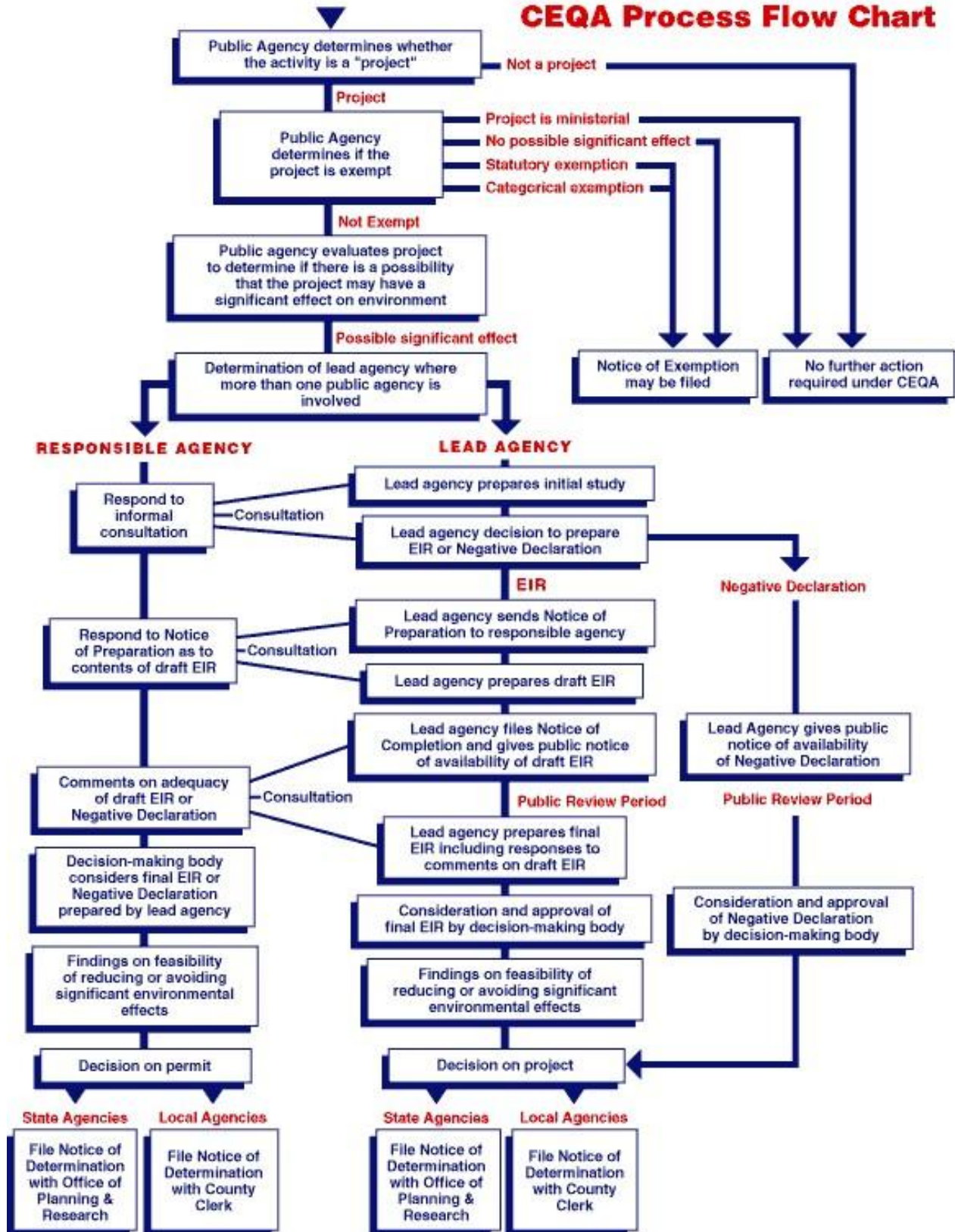
⁵³ 14 C.C.R. § 15070.

⁵⁴ 14 C.C.R. § 15071.



APPENDIX A

CEQA Process Flow Chart





C. Public Review

After approval by the Department Director or designee in accordance with Policy 50100, from a recommendation for approval by the Project Manager, SBCTA/SBCOG must provide the public, responsible agencies, trustee agencies, and the State Clearinghouse notice of its intent to adopt a Negative Declaration in accordance with CEQA Guidelines Sections 15072-15073. The notice of intent must include the following:

- A brief description of the proposed project and its location;
- The starting and end dates for the review period during which SBCTA/SBCOG will receive comments on the proposed Negative Declaration. This shall include starting and ending dates for the review period. If the review period has been shortened pursuant to CEQA Guidelines Section 15105, the notice shall include a statement to that effect;
- The date, time, and place of any scheduled public meetings or hearings to be held by SBCTA/SBCOG on the proposed project, when known by SBCTA/SBCOG at the time of notice;
- The address or addresses where copies of the proposed Negative Declaration and all documents incorporated by reference in the proposed Negative Declaration are available for review. This location or locations shall be readily accessible to the public during SBCTA's/SBCOG's normal working hours;
- The presence of the site on any of the lists enumerated under Section 65962.5 of the Government Code including, but not limited to, lists of hazardous waste facilities; and
- Other information specifically required by statute or regulation for a particular project or type of project.

Such public notification must be provided in at least one of the following ways:

- Publication in a newspaper of general circulation in the area affected by the proposed project;
- Posting of notice on and off site in the area where the project is to be located; or
- Direct mailing to the owners and occupants of affected properties.

SBCTA/SBCOG must provide a review period of no less than twenty (20) days.⁵⁵ However, if SBCTA/SBCOG is required to submit the Negative Declaration to the State Clearinghouse for review by state agencies, then SBCTA/SBCOG must provide for a review period of no less than thirty (30) days in accordance with CEQA Guidelines Section 15073.⁵⁶ The Negative Declaration and all documents referenced therein shall be available at SBCTA's/SBCOG's front desk during the applicable public review period. The documents should also be reasonably made available in or near the affected project area.

⁵⁵ 14 C.C.R. § 15073.

⁵⁶ The following environmental documents must be submitted to the State Clearinghouse for review by state agencies: (1) Draft EIRs and Negative Declarations prepared by a state agency where such agency is the Lead Agency, (2) Draft EIRs and Negative Declarations prepared by a public agency where a state agency is a Responsible Agency, Trustee Agency, or otherwise has jurisdiction by law with respect to the project, (3) Draft EIRs and Negative Declarations on projects identified in [CEQA Guidelines Section 15206](#) as being of statewide, regional, or areawide significance, and (4) Draft EISs, environmental assessments, and findings of no significant impact prepared pursuant to NEPA, the Federal Guidelines.



D. Board Adoption of Negative Declaration/Mitigated Negative Declaration

A public hearing is not required as part of the IS and Negative Declaration Process. Prior to approving a project, the Board shall consider the IS, proposed Negative Declaration or Mitigated Negative Declaration, and any comments received during the public review process. The Board shall adopt the proposed Negative Declaration or Mitigated Negative Declaration only if it finds on the basis of the whole record before it (including the IS and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the Negative Declaration or Mitigated Negative Declaration reflects SBCTA's or SBCOG's independent judgment and analysis.

When adopting a Negative Declaration, the Board must specify that the Director, or their designee, of the SBCTA/SBCOG Department responsible for the project (*e.g.*, the Director of Project Delivery and Express Lanes for an Express Lanes project) is the custodian of the documents or other material which constitute the record of proceedings upon which its decision is based, and that these documents are available at SBCTA's/SBCOG's front desk.⁵⁷ When adopting a Mitigated Negative Declaration, the Board shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects.⁵⁸

Filing Notice of Determination for Negative Declaration

After adoption of the Negative Declaration and approval of the project in accordance with SBCTA/SBCOG policies, a Notice of Determination (NOD) must be filed with the San Bernardino County Clerk of the Board, with payment of a filing fee, and the State Clearinghouse in the LCI, within five business days of the project's approval. The NOD form can be found on the LCI website, which is linked in Section XIII – Helpful Links, of this Manual. The NOD must be signed by the Executive Director, Department Director or designee in accordance with Policy 50100.

The County Clerk shall post the NOD within 24 hours of receiving the filed NOD. The NOD shall remain posted for 30 days for public inspection. After the 30-day posting period, the County Clerk shall return the NOD (with a notation of the period it was posted) to SBCTA/SBCOG, which shall retain the NOD within its files related to the project for a minimum of 12 months. The posting of the NOD starts a 30-day statute of limitations period on legal challenges to the project approval.

SBCTA/SBCOG must also submit the NOD electronically through LCI's online submission platform, CEQA Submit, for publication to CEQAnet, which is the online searchable environmental database administered by the State Clearinghouse.

The Director, or their designee, of the SBCTA/SBCOG Department responsible for the project (*e.g.*, the Director of Project Delivery and Express Lanes for an Express Lanes project) is responsible for appropriately filing documents with the County Clerk and LCI.

The NOD should be posted at the SBCTA/SBCOG lobby and on the SBCTA/SBCOG website for public review no less than a duration of 30 days after filing.

⁵⁷ 14 C.C.R. § 15074.

⁵⁸ 14 C.C.R. § 15074.



IX. Environmental Impact Report (EIR)

♦ An **EIR** is a detailed statement prepared pursuant to CEQA that describes and analyze the significant environmental effects of a project and discusses ways to mitigate or avoid the effects.

An EIR must be prepared whenever there is substantial evidence, in light of the whole record, that a project may have a significant effect on the environment. When there is substantial evidence to indicate that a project may have a significant effect on the environment, a Mitigated Negative Declaration may be prepared in lieu of an EIR if avoidance or mitigation measures are included in the project to a point where clearly no significant effect on the environment would occur.

The determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of SBCTA/SBCOG staff, technical experts, and the project development team, based to the extent possible on the results of field surveys and technical studies. Because the significance of an effect may vary depending on the environmental setting, set rules for determining significance in every case or project have not been established.

In accordance with CEQA, SBCTA/SBCOG must find that a project may have a significant effect on the environment and thereby require an EIR to be prepared for the project where any of the following conditions occur:

- The project has the potential to substantially degrade the quality of the environment; substantially reduce the habitat of a fish and wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; substantially reduce the number or restrict the range of an endangered, rare, or threatened species; or eliminate important examples of the major periods of California history or prehistory.
- The project has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.
- The project has possible environmental effects which are individually limited but cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.
- The environmental effects of a project will cause substantial adverse effects on human beings, either directly or indirectly.

According to the CEQA Guidelines, an economic or social change by itself is not to be considered a significant effect on the environment. However, if a social or economic change is related to a physical change, that social or economic change may be considered in determining whether the physical change is significant. Lastly, the existence of public controversy over the environmental effects of a project will not require preparation of an EIR if there is no substantial evidence that the project may have a significant effect on the environment.

While the information in the EIR does not control SBCTA's/SBCOG's ultimate discretion on the project, SBCTA/SBCOG must respond to each significant effect identified in the EIR by making findings under [Section 15091](#) and, if necessary, by making a Statement of Overriding Considerations under [Section 15093](#).



A. Notice of Preparation

♦ **The Notice of Preparation (NOP)** is the first step in the EIR process. Under CEQA, once the decision is made to prepare an EIR, a NOP must be sent to the State Clearinghouse in the LCI, to responsible agencies, including federal agencies involved in approving or funding the project, and to each trustee agency responsible for natural resources affected by the project. The NOP must also be filed with the County Clerk.

For projects requiring action by the California Transportation Commission (CTC), a submittal package must be sent to the CTC. Include the CTC in the NOP or communicate with Caltrans or State Agency liaison to forward the package to the CTC. The NOP must contain a clear description of the project, location of the project indicated on a map, and probable environmental effects of the project. Staff must allow sufficient time, or a minimum of 30 days, to receive comments on the NOP from responsible and trustee agencies. Transmittal of the NOP shall be by email, certified mail, or other methods of transmittal that provide a record that the NOP was received. A link to the NOP form is provided in Section XIII - Helpful Links. Prepare a Summary Form or submit a summary when submitting the NOP.

When requested pursuant to CEQA Guidelines Section 15082(c), staff must hold a scoping meeting with responsible agencies and trustee agencies to receive early feedback on the proposed action, scope of the studies, evaluation of alternatives, and mitigation measures contemplated.

B. Preparation of a Draft EIR

Although the CEQA Guidelines do not dictate the precise format required for an EIR, certain elements must be covered in accordance with Title 14 CCR [Sections 15122](#) through [15131](#). The following list provides the required content for EIRs.

Project Alternatives – An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, that would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives⁵⁹. The range of alternatives required in an EIR is governed by a "rule of reason" that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. Of those alternatives, the EIR needs to examine in detail only the ones that could feasibly attain most of the basic objectives of the project. The range of feasible alternatives must be selected and discussed in a manner to foster meaningful public participation and informed decision-making. An EIR need not consider every alternative and need not include detailed discussion of all alternatives.

No Build (or No Project Alternative) – The EIR must include a discussion of the "no build" alternative and its impact. The discussion of the "no build" alternative allows the public and the decision-makers to assess the effects of approving the project versus the effects of not approving the project. The "no build" analysis must discuss the existing conditions at the time the NOP is published as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved.

Discussion of Impacts – The format for discussing environmental impacts is not specified under CEQA; however, the EIR must discuss environmental impacts in context of the considerations listed below. Each may be discussed in paragraphs or in sections.

- Significant environmental effects of the proposed project;
- Significant environmental effects which cannot be avoided with the proposed project;
- Significant irreversible environmental changes which would be involved in implementing the proposed project;

⁵⁹ [14 C.C.R. § 15126.6](#)



- Growth inducing impacts of the proposed project; and
- Mitigation measures proposed to minimize significant environmental effects.

C. Processing a Draft EIR

If a Draft EIR is prepared by any person or entity other than SBCTA/SBCOG staff, then the draft must be independently reviewed and analyzed by SBCTA/SBCOG staff in accordance with CEQA Guidelines Section 15084(e) prior to its release for public comment. It is highly recommended that SBCTA/SBCOG legal counsel review the Draft EIR for legal sufficiency prior to its release for public comment. After approval by the Department Director from a recommendation for approval by the Project Manager, the Draft EIR shall be circulated for public review for a minimum of thirty days. However, if SBCTA/SBCOG is required to submit the EIR to the State Clearinghouse for review by state agencies, then SBCTA/SBCOG must provide for a review period of no less than forty-five days in accordance with CEQA Guidelines Section 15105.⁶⁰ SBCTA/SBCOG must provide a Notice of Availability (NOA) of the Draft EIR and should provide an opportunity for a public meeting for early public consultation, if warranted. SBCTA/SBCOG must file a Notice of Completion (NOC) with the LCI at the same time that the NOA is provided to the public.⁶¹ A link to the NOC form is provided in Section XIII - Helpful Links. Public notification of the NOA shall be mailed to the last known name and address of all organizations and individuals who have previously requested such notice in writing, and shall also be given by at least one of the following methods:

- Publication in a newspaper of general circulation in the area affected by the proposed project
- Posting of notice in the area where the project is to be located; and/or
- Link to the SBCTA Project Website

A copy of the Draft EIR and select technical studies shall be available at the SBCTA/SBCOG front desk during the public review period. The Draft EIR and select technical studies should be reasonably made available in or near the affected area(s) and be posted on the SBCTA project website.

Public hearings are not required as part of the Draft EIR circulation; however, public meetings are highly encouraged for projects requiring an EIR. The Department Director may publish a separate notice of opportunity to provide comment at a public meeting or include it with the NOA. Public meeting notices should be advertised at the initiation of public review in order to provide sufficient time for public response.

A Draft EIR must be recirculated when significant new information is added to the EIR after public notice is given of the availability of the Draft EIR for public review but before the Final EIR is certified.

Significant new information requiring recirculation includes:

- A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

⁶⁰ The following environmental documents must be submitted to the State Clearinghouse for review by state agencies: (1) Draft EIRs and Negative Declarations prepared by a state agency where such agency is a Lead Agency, (2) Draft EIRs and Negative Declarations prepared by a public agency where a state agency is a Responsible Agency, Trustee Agency, or otherwise has jurisdiction by law with respect to the project, (3) Draft EIRs and Negative Declarations on projects identified in [CEQA Guidelines Section 15206](#) as being of statewide, regional, or areawide significance, and (4) Draft EISs, environmental assessments, and findings of no significant impact prepared pursuant to NEPA, the Federal Guidelines.

⁶¹ 14 C.C.R. § 15087(a).



- A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the SBCTA/SBCOG declines to adopt it.
- The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

If the revision is limited to a few chapters or portions of the EIR, the chapters or portions that have been modified may be recirculated independently. Ensure that sufficient information is available to provide the project background and context of the impacts. Recirculation of an EIR requires the same notice and consultation as the previous Draft EIR.

D. Preparing a Final EIR

The Final EIR must include the following:

- Contents of the Draft EIR with changes clearly demarcated.
- Compilation or summary of comments and recommendations received on the Draft EIR.
- Responses to comments received.
- A list of persons, organizations, and public agencies commenting on the Draft EIR.
- Summary and results of the Draft EIR review.
- Alternatives Analysis.
- Avoidance, minimization, and compensation measures (mitigation measures).

All comments received must be analyzed and a written response shall be prepared. Responses may be combined for similar comments. It is highly recommended that SBCTA/SBCOG's legal counsel review responses to comments made through the Draft EIR circulation. Responses to comments shall be included in the Final EIR. Written responses to agencies that commented on the Draft EIR are required. Although it is not required under CEQA, response letters may be sent to persons or organizations that provided the comments at the discretion of the SBCTA/SBCOG Project Manager. Responses must include good faith, reasoned analysis. Conclusory statements not supported by factual information will not suffice.

Where the response to comments makes important changes in the information contained in the text of the Draft EIR, either revise the text in the body of the EIR or include marginal notes showing that the information is revised in the response to comments.

E. Processing and Certifying the Final EIR

Prior to taking the Final EIR to the Board for certification, staff shall ensure that written responses or notice of intent to approve the Final EIR were sent to public agencies that provided comments on the Draft EIR.

Staff shall prepare a staff report recommending Board certification of the Final EIR. The staff report shall contain all of the following:

- Background of the project
- Summary of the Draft EIR circulation
- Summary of significant environmental issues raised
- Decisions made or recommended
- Summary of Environmental Impacts
- Findings of Fact of Reducing or Avoiding Significant Environmental Effects
- Statement of Overriding Considerations
- Mitigation Monitoring and Reporting Program (MMRP)



The staff recommendation must contain the following or similar language:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority (or the San Bernardino Council of Governments):

- A. Certify that, in accordance with Section 15090 of the State CEQA Guidelines, the Final Environmental Impact Report (Final EIR) for [PROJECT] has been completed in compliance with CEQA and the State CEQA Guidelines. The Final EIR reflects SBCTA's (or SBCOG's) independent judgment and analysis.
- B. Adopt the findings of fact that have been prepared for each of the significant environmental impact(s) identified in Attachment A (if applicable).
- C. Adopt the Statement of Overriding Considerations in Attachment B (if applicable).
- D. Adopt the Mitigation Monitoring and Reporting Program.
- E. Approve the [PROJECT].

♦ **Findings** - If the project will have one or more significant environmental effects (before mitigation), the Lead Agency must make findings on each effect. Findings list all potentially significant impacts that were evaluated in the EIR and describe the resolution of each impact. For each significant effect, the SBCTA/SBCOG Board, in accordance with [SBCTA Policy No. 50100](#), must adopt the findings.

The findings shall be provided in a SBCTA/SBCOG Board staff report, or for complex projects or findings, the evidence can be prepared in a separate report or memorandum and shall be summarized in a Board staff report. Staff shall request the Board to review and adopt the findings. The findings should use the exact wording below, as appropriate, and must be supported by substantial evidence in the record.

- Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
- Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such another agency or can and should be adopted by such other agency.
- Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

SBCTA/SBCOG must not approve or carry out a project for which an EIR was prepared unless:

- The project as approved will not have a significant effect on the environment; or
- SBCTA/SBCOG has avoided or substantially minimized all significant effects on the environment where feasible as shown in the findings; or
- SBCTA/SBCOG has determined that any remaining unavoidable significant effects on the environment are acceptable due to overriding considerations.

When certifying an EIR, the Board must specify that the Director of the SBCTA/SBCOG Department responsible for the project, or their designee, is the custodian of the documents or other material which constitute the record of proceedings upon which its decision is based, and that these documents are available at SBCTA's/SBCOG's front desk.⁶²

⁶² [14 C.C.R. § 15091\(e\)](#).



♦ **Statement of Overriding Considerations** – In the case where there are unavoidable and immitigable significant impacts on the environment, a Statement of Overriding Considerations must be approved by the Board, in accordance with [SBCTA Policy No. 50100](#). The Statement of Overriding Considerations is a statement of the Lead Agency’s views on the ultimate balancing of the merits of approving a project despite its environmental impacts. The Statement of Overriding Considerations shall be provided in a SBCTA/SBCOG Board staff report and shall be supported by substantial evidence in the record. The staff report should use the exact wording below.

- The following information is presented to comply with State CEQA Guidelines (Title 14 California Code of Regulations, Division 6, Chapter 3, [Section 15093](#)). Reference is made to the Final Environmental Impact Report (FEIR) for the project, which is the basic source of the information.
- The following impacts have been identified as significant and not fully mitigable: (list the relevant impacts)
- Overriding considerations that support approval of this recommended project are as follows: (explain the reasons to approve the project)

If an agency makes a Statement of Overriding Considerations, the statement should be included in the record of the project approval and should be mentioned in the Notice of Determination (NOD). This statement does not substitute for, and shall be in addition to, the findings required pursuant to CEQA Guidelines [Section 15091](#).

♦ **Mitigation Monitoring and Reporting Program (MMRP)** - In order to ensure that the mitigation measures and project revisions identified in the EIR or Mitigated Negative Declaration are implemented, SBCTA/SBCOG, in the Lead Agency role, must adopt a program for monitoring or reporting on the revisions that have been required in the project and the measures that have been imposed to mitigate or avoid significant environmental effects.⁶³ SBCTA/SBCOG may delegate reporting or monitoring responsibilities to another public agency that accepts the delegation; however, until mitigation measures have been completed, SBCTA/SBCOG remains responsible for ensuring implementation of the mitigation measures. This is required to ensure that mitigation measures are actually accomplished and that they reduce impacts to the extent committed to in the environmental document. SBCTA/SBCOG must obtain or prepare a mitigation monitoring program for each mitigation measure required in an EIR or Mitigated Negative Declaration in accordance with CEQA Guidelines Section 15097. The programs should, at a minimum, contain the following information:

- A description of the mitigation measure containing adequate information to identify actions required;
- A listing of the public agency or agencies responsible for monitoring implementation of the mitigation measure;
- A list of the steps required to comply with the mitigation measure, including timing and enforcement mechanisms; and
- A description of any long-term monitoring or testing requirements and the funding source.

Filing Notice of Determination for EIR

After certification of the EIR, adoption of Findings/Statement of Overriding Considerations/MMRP, and approval of the project in accordance with SBCTA/SBCOG policies, a NOD must be filed with the San Bernardino County Clerk of the Board, with payment of a filing fee, and the State Clearinghouse in the LCI,

⁶³ [14 C.C.R. § 15097](#).



within five (5) business days of the project's approval. The NOD form can be found on the LCI website, which is linked in Section XIII – Helpful Links, of this Manual. The NOD must be signed by the Department Director or designee in accordance with Policy 50100.

The County Clerk shall post the NOD within 24 hours of receiving the filed NOD. The NOD shall remain posted for 30 days for public inspection. After the 30-day posting period, the County Clerk shall return the NOD (with a notation of the period it was posted) to SBCTA/SBCOG, which shall retain the NOD within its files related to the project for a minimum of 12 months, or longer if the project's applicable records retention period is greater than 12 months. The posting of the NOD starts a 30-day statute of limitations period on legal challenges to the project approval.

SBCTA/SBCOG must also submit the NOD electronically through LCI's online submission platform, CEQA Submit, for publication to CEQAnet, which is the online searchable environmental database administered by the State Clearinghouse.

The Director, or their designee, of the SBCTA/SBCOG Department responsible for the project is responsible for filing documents with the County Clerk and LCI.

The NOD should be posted at the SBCTA/SBCOG lobby and on the SBCTA/SBCOG website for public review no less than a duration of 30 days after filing.

X. CEQA Process as a Responsible Agency

SBCTA/SBCOG as a Responsible Agency complies with CEQA by considering the Lead Agency's Environmental Impact Report (EIR) or Negative Declaration and by making its own determination on the project's potential impacts.

The Department Director, or designee, shall assign staff or other representatives to participate in all consultation stages between SBCTA/SBCOG, as a Responsible Agency, and the Lead Agency, for a project. Where SBCTA/SBCOG is a Responsible Agency, SBCTA/SBCOG staff shall participate in the development of the project, preparation of the CEQA environmental document, and environmental review of the project. Staff shall attend project meetings and perform periodic reviews of the project information. Staff should be informed as to all project changes and other pertinent updates. Written correspondence exchanged during the consultation process shall be transmitted by certified mail. All correspondence related to participation as a Responsible Agency must be kept in the project file.

SBCTA/SBCOG must consult informally with the Lead Agency who determines an Initial Study is required for a project and provide recommendations as to whether an EIR or Negative Declaration should be prepared.⁶⁴ SBCTA/SBCOG should recommend the preparation of an EIR or modifications to the project if it identifies significant environmental impacts.⁶⁵

A. Project Participation at Draft Stage

If the Lead Agency decides to prepare an EIR or Negative Declaration, SBCTA/SBCOG shall only make substantive comments regarding those activities involved in the project that are within SBCTA's/SBCOG's expertise or which are required to be carried out or approved by SBCTA/SBCOG, and such comments must be supported by documentation.⁶⁶ Comments shall include whether the analysis is adequate, a list of additional measures or alternatives that could reduce impacts, or whether SBCTA/SBCOG agrees with the

⁶⁴ 14 C.C.R. § 15063(g).

⁶⁵ 14 C.C.R. § 15096(b)(1).

⁶⁶ 14 C.C.R. §§ 15072(a) and 15086(c).



study. After receipt of a Notice of Preparation (NOP) by the Lead Agency, SBCTA/SBCOG shall reply within 30 days specifying the scope and content of environmental information that should be included in an EIR.⁶⁷ Prior to the close of the public review period, SBCTA/SBCOG must advise the Lead Agency of any identified significant environmental effects and submit any performance criteria or guidelines for mitigation measures to address such effects.⁶⁸

B. Project Approval as Responsible Agency

SBCTA/SBCOG, as a Responsible Agency, shall not approve a project unless it has reviewed the adequacy of the Lead Agency's environmental determination in accordance with CEQA Guidelines Section 15096. SBCTA/SBCOG, as a Responsible Agency, has the limited responsibility for mitigating or avoiding only the direct or indirect environmental effects of those parts of the project which it decides to carry out, finance, or approve. When an EIR has been prepared for a project by the Lead Agency, SBCTA/SBCOG shall not approve the project as proposed if SBCTA/SBCOG finds any feasible alternative or feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect the project would have on the environment.

Pursuant to [SBCTA Policy No. 50100](#), the appropriate SBCTA/SBCOG decision-making body is required to make findings for each significant environmental effect, if any, in accordance with CEQA Guidelines Section 15091 and, if necessary, a Statement of Overriding Considerations in accordance with CEQA Guidelines Section 15093, prior to approving the project.⁶⁹ SBCTA/SBCOG should file a Notice of Determination (NOD) similar to the process as a Lead Agency, except SBCTA/SBCOG need not state that the EIR or Negative Declaration complies with CEQA.⁷⁰

If SBCTA/SBCOG determines that the final EIR or Negative Declaration is not adequate for its use as a Responsible Agency, then SBCTA/SBCOG must either:

- Take the issue to court within 30 days after the Lead Agency files a Notice of Determination;
- Be deemed to have waived any objection to the adequacy of the EIR or Negative Declaration;
- Prepare a subsequent EIR if permissible under CEQA Guidelines Section 15162; or
- Assume the Lead Agency role as provided in CEQA Guidelines Section 15052(a).⁷¹

SBCTA/SBCOG staff should have sufficient documentation to support an inadequacy position. If the disagreement is unresolved, discuss the next steps with the Department Director and legal counsel.

XI. Senate Bill 743 – Transportation Impacts

A. Regulatory Setting

Senate Bill 743 (SB 743), signed into law in 2013, fundamentally changed how transportation impacts are evaluated under CEQA. SB 743 directs agencies to “more appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.” As a result, automobile delays and level of service (LOS) are no longer considered environmental impacts under CEQA. Instead, Vehicle Miles

⁶⁷ 14 C.C.R. § 15096

⁶⁸ 14 C.C.R. § 15086(d).

⁶⁹ 14 C.C.R. § 15096(h).

⁷⁰ 14 C.C.R. § 15096(i).

⁷¹ 14 C.C.R. § 15096(e).



Traveled (VMT), the amount and distance of vehicle travel generated by a project, is the primary metric for determining transportation impacts.

Although SB 743 eliminated LOS as a CEQA significance metric, many jurisdictions in San Bernardino County retain LOS standards for General Plan consistency and infrastructure planning. Accordingly, a Transportation Impact Analysis (TIA) may still evaluate LOS for informational or policy compliance purposes outside of CEQA, even while CEQA findings rely solely on VMT. (Reference: SBCTA Traffic Impact Analysis Guidelines (2020),)

B. Countywide Implementation Framework

In December 2018, the California Natural Resources Agency certified updates to the CEQA Guidelines, adding Section 15064.3, which formally implements SB 743. Beginning July 1, 2020, all lead agencies statewide were required to evaluate transportation impacts based on VMT and establish locally appropriate significance thresholds, screening criteria, and mitigation procedures. Agencies must also consider induced travel effects for transportation capacity increasing projects on the State Highway System, consistent with Caltrans' Transportation Analysis Framework (TAF) and Transportation Analysis under CEQA (TAC).

For transportation projects within the purview of SBCTA member jurisdictions, SBCTA recommends applying three tiers of VMT screening: Transit Priority Area (TPA), Low-VMT Area, and Project Type Screening to identify projects that can be presumed to have less-than-significant VMT impacts. (*SBCTA VMT Screening Tool*:

<https://www.arcgis.com/apps/webappviewer/index.html?id=779a71bc659041ad995cd48d9ef4052b>)

Projects not meeting screening criteria should use the SBTAM, a regional travel demand model, to estimate project VMT impacts relative to baseline and cumulative conditions

C. Alignment with Caltrans TAF/TAC (2024 Editions)

For projects on or affecting the State Highway System, SBCTA's countywide implementation framework was designed to remain compatible with the most recent Caltrans TAF and TAC, which establish standardized methods for evaluating induced travel, VMT forecasting, and mitigation documentation. <https://dot.ca.gov/programs/sustainability/sb-743/resources>

XII. Assembly Bill 52 – Native Americans: California Environmental Quality Act

In 2019, Assembly Bill 52 (AB 52) was signed into law and amended CEQA to address California Native American tribal concerns regarding how cultural resources of importance to tribes are treated with projects. With AB 52, a project that may cause a substantial adverse change in the significance of a tribal cultural resource, as defined in Public Resources Code Section 21074(a), is a project that may have a significant effect on the environment. When SBCTA/SBCOG is a Lead Agency under CEQA, SBCTA/SBCOG must conduct tribal consultation in accordance with Public Resources Code Sections 21080.3.1 and 21080.3.2, which involves contact with Native American tribes that are affiliated with the geographic area of a project.

Consultation under AB 52 is required prior to the release of a Negative Declaration or EIR (i.e., not for a CEQA exemption).⁷² Within fourteen (14) days of determining that an application for a project is complete or of a decision by SBCTA/SBCOG to undertake a project, SBCTA/SBCOG must notify the appropriate Native American tribes about SBCTA's/SBCOG's plan to proceed with a project and inquire whether the

⁷² Pub. Res. Code § 21080.3.1(b).



tribe(s) desires to be consulted under the AB 52 process.⁷³ SBCTA/SBCOG staff shall maintain a list of all Native American tribes that are traditionally and culturally affiliated with the San Bernardino County region. It is recommended that qualified cultural professionals, which can be consultants that act on behalf of SBCTA/SBCOG, participate in the consultation process as sensitive and confidential information may be exchanged by Native American representatives. Tribes have 30 days to respond to SBCTA/SBCOG in writing to confirm receipt of SBCTA's/SBCOG's notification and to confirm their desire to consult about a project⁷⁴. SBCTA/SBCOG must then begin the formal consultation process within 30 days of receiving a Native American tribe's request for consultation⁷⁵.

In all cases, written correspondence with any Native American tribes on behalf of SBCTA/SBCOG shall be subject to any applicable confidentiality regulations.

As a part of the consultation, the parties may propose mitigation measures capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource.⁷⁶ Consultation under AB 52 is considered concluded when the parties agree to measures to mitigate or avoid a significant effect to a tribal cultural resource or when a party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.⁷⁷ SBCTA/SBCOG shall maintain the confidentiality of the information exchanged with the tribes for the purposes of preventing any damage to tribal cultural resources and shall not disclose to a third party confidential information regarding tribal cultural resources.⁷⁸

⁷³ Pub. Res. Code § 21080.3.1(d).

⁷⁴ Pub. Res. Code § 21080.3.1(d).

⁷⁵ Pub. Res. Code § 21080.3.1(e).

⁷⁶ Pub. Res. Code § 21080.3.2(a).

⁷⁷ Pub. Res. Code § 21080.3.2(b).

⁷⁸ Pub. Res. Code § 21080.3.2(c).



XIII. Helpful Links

- CEQA Guidelines – California Governor’s Office of Land Use and Climate Innovation
<https://lci.ca.gov/ceqa/guidelines/>
- Notice of Exemption Form – California Governor’s Office of Land Use and Climate Innovation
<https://lci.ca.gov/docs/NOE.pdf>
- Notice of Preparation Form – California Governor’s Office of Land Use and Climate Innovation
<https://lci.ca.gov/sch/docs/20210820-NOP.pdf>
- Notice of Determination Form – California Governor’s Office of Land Use and Climate Innovation
<https://lci.ca.gov/sch/docs/20210820-NOD.pdf>
- Notice of Completion and Environmental Document Transmittal Form – California Governor’s Office of Land Use and Climate Innovation
<https://lci.ca.gov/sch/docs/20210820-NOC.pdf>
- Appendix G of the CEQA Guidelines – California Association of Environmental Planners
http://califaep.org/docs/2019-Appendix_G_Checklist.pdf



Attachment A

Common Statutorily Exempt Projects

Attachment: SBCTA-SBCOG Environmental Review Procedures - Clean Copy 7-30-26 (12568 : Revision No. 1 to Environmental Policy 50100



List of Common Statutorily Exempt Projects
Title 14, Division 6, Chapter 3, Article 18 (Statutory Exemptions)

Section	Description
15269	Emergency Projects
15273	Rates, Tolls, Fares, and Charges
15275	Specified Mass Transit Projects
15276	Transportation Improvement and Congestion Management Programs
15282	Other Statutory Exemptions. (Examples below but please follow link for full list)
	(g) any railroad grade separation project or reconstruct existing grade separation
	(j) a project for restriping streets or highways to relieve traffic congestion

*The list above provides commonly used statutory exemptions by SBCTA/SBCOG. For a full list, please follow this link: [Statutory Exemptions](#)



Attachment B

Common Categorical Exemption Classes



List of Common Categorical Exemption Classes
Title 14 CCR, Division 6, Chapter 3, Article 19 (Categorical Exemptions)

Classes	Section	Title
Class 1	15301	Existing Facilities
Class 2	15302	Replacement or Reconstruction
Class 3	15303	New Construction or Conversion of Small Structures
Class 6	15306	Information Collection
Class 9	15309	Inspections
Class 12	15312	Surplus Government Property Sales
Class 25	15325	Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Historical Resources
Class 30	15330	Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances

*The list above provides commonly used exemption classes by SBCTA/SBCOG. For a full list, please follow this link: [Categorical Exemptions](#)



Attachment C

SBCTA/SBCOG Form 201

CEQA EXEMPTION DETERMINATION FORM
FORM 201

Project Title:	Click here to enter text.	SBCTA ☐	SBCOG ☐
Project Location:	Click here to enter text.		
Project Description:	Click here to enter text.		
Project Background:	Click here to enter text.		
<u>SBCTA CEQA Determination</u>			
Based on an examination of the proposed action and supporting information, the Project is: ☐ Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.) ☐ Categorically Exempt. Class Click here to enter text.. (PRC 21084; 14 CCR 15300 et seq.) Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply: • If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law. • There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time. • There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances. • This project does not damage a scenic resource within an officially designated state scenic highway. • This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 -Cortese List. • This project does not cause a substantial adverse change in the significance of a historical resource. ☐ Exempt by General Rule. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3].)]			
<u>Approval</u>			
Recommended for Approval:		Approved by Department Director or Designee:	
[Insert Title]	Date	[Insert Title]	Date
Approval as to Form by General Counsel or Designee			
[Insert Title]	Date		

SBCTA Form 201

3-31-26 version

RESOLUTION NO. 26-014**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AND SAN BERNARDINO COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS ESTABLISHING A FEE SCHEDULE FOR ADMINISTRATIVE APPEALS FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION DETERMINATIONS MADE BY STAFF**

WHEREAS, San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) have established an Environmental Procedures Manual (Manual) pursuant to SBCTA Policy No. 50100; and

WHEREAS, the Manual describes a procedure for administrative appeals for exemption determinations made by SBCTA/SBCOG staff under the California Environmental Quality Act (CEQA); and

WHEREAS, SBCTA/SBCOG is establishing a flat fee of \$300 for each administrative appeal to recover reasonable costs for processing such administrative appeals, including posting the appeal and notice of public hearing in a newspaper of general circulation, in accordance with applicable law; and

WHEREAS, the revenue generated from the administrative appeal fee will be applied to offset such costs; and

WHEREAS, pursuant to Government Code Section 66018 and the notice requirement in Government Code Section 6062a, SBCTA/SBCOG must notice and hold a public hearing prior to adoption of this specific fee, which SBCTA/SBCOG has complied with.

NOW, THEREFORE, BE IT RESOLVED by the SBCTA and SBCOG Board of Directors, as follows:

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

Section 2. Definitions

“Administrative Appeal” means a written request filed with the SBCTA Clerk of the Board to appeal a CEQA exemption determination made by SBCTA/SBCOG staff in accordance with the Manual.

Section 3. Administrative Appeal Fee. The flat fee for each Administrative Appeal is \$300.

Section 4. This Resolution shall take effect immediately upon its adoption.

Resolution 26-014

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority and San Bernardino Council of Governments Board of Directors held on September 2, 2026.

Joe Baca, Jr., Board President
San Bernardino County Transportation Authority

ATTEST:

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

Minute Action

AGENDA ITEM: 8

Date: August 12, 2026

Subject:

Advanced Signal and Transit Technology for San Bernardino Valley Priority Transit and Smart Corridors Grant Award for Contract No. 26-1003485

Recommendation:

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

A. Approve Resolution No. 27-001, authorizing the Executive Director, or her designee, to negotiate, finalize, and execute, subject to approval as to form by General Counsel, Contract No. 26-1003485, 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 \$270,000 for the Advanced Signal and Transit Technology for San Bernardino Valley Priority Transit and Smart Corridors Plan.

B. Approve a budget amendment to the Fiscal Year 2026/2027 Budget, Task No. 0404, increasing the budget by \$270,000 to be funded by the Sustainable Transportation Planning Grant Program.

Background:

In May 2026, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) received an update on the technology options for conducting a Transit Signal Priority (TSP) implementation study. The staff report for this agenda item also noted that if awarded, a \$270,000 grant would be included as part of a larger study package. The grant will help supplement the TSP Task Order initiated by the Transit and Rail Department. Subsequently, in June 2026, SBCTA received an award notification from the California Department of Transportation (Caltrans) for the development of an Advanced Signal and Transit Technology for San Bernardino Valley (SBV) Priority Transit and Smart Corridors implementation plan. The recommendations presented in this agenda item address requirements for grant agreements with Caltrans.

The SBV Priority Transit and Smart Corridors grant funding was awarded through the Caltrans Fiscal Year 2026/2027 Sustainable Communities set-aside for technical projects. This implementation plan will be funded with \$270,000 in grant funds and supported by a SBCTA local match of \$34,981, which includes \$11,481 in staff time. This project will advance region wide goals of improving transit performance, reducing congestion, enhancing safety, and supporting equitable mobility across Priority Transit and Smart Corridors in the San Bernardino Valley. Work is scheduled to begin in late 2026 and conclude in June 2029.

Through this project, SBCTA, Omnitrans, Caltrans, and regional partners will build on prior efforts including the Long-Range Multimodal Transportation Plan (LRMTP) and the Smart County Master Plan (SCMP), which identified corridors with opportunities for technology upgrades such as TSP, controller modernization, and cloud-based traffic coordination.

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item

August 12, 2026

Page 2

The Scope of Work includes six (6) key tasks:

1. Project administration and consultant procurement to manage grant requirements, coordinate with Caltrans, and procure an experienced consultant.
2. Technology opportunity analysis to identify advanced technology upgrade options on four (4) priority corridors.
3. Review of peer agency experience through case studies documenting lessons learned, costs, and integration challenges from other intelligent transportation systems and TSP implementations.
4. Conceptual designs and operational plans to develop planning-level designs that consider system operations, maintenance capability, Caltrans/local signal handshaking, queue management, and transit priority options.
5. Funding and implementation planning to identify Federal, State, and Measure I funding sources and develop a strategic, sequenced implementation roadmap.
6. Draft and final plan development and Board review culminating in a final Americans with Disabilities Act-compliant plan, public review, and Board approval.

The project team will present the draft document and findings to the Board of Directors for review and acceptance prior to completion. Upon adoption, the final deliverable will provide a comprehensive plan with corridor concepts, implementation strategies, and clear funding pathways, giving SBCTA a strategic foundation for advancing smart corridor and transit technology investments. Upon acceptance of the study, SBCTA will integrate the recommendations into future planning efforts, including the SBCTA 10 Year Delivery Plan, corridor-level studies, Omnitrans service planning, and competitive grant applications.

Financial Impact:

This item is not consistent with the adopted Budget for Fiscal Year 2026/2027. A budget amendment to increase Task No. 0404 by \$270,000 through the Sustainable Transportation Planning Grant is included in Recommendation B.

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:

Richard Berger, Planning Manager

Approved
General Policy Committee
Date: August 12, 2026

Witnessed By:

RESOLUTION NO. 27-001

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 ADVANCED SIGNAL AND TRANSIT TECHNOLOGY FOR SAN BERNARDINO VALLEY PRIORITY TRANSIT AND SMART CORRIDORS 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 \$270,000 for its Advanced Signal and Transit Technology for San Bernardino Valley Priority Transit and Smart Corridors plan;

WHEREAS, SBCTA needs to execute a Restricted Grant Agreement with Caltrans before such funds can be claimed through the Sustainable 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 Advanced Signal and Transit Technology for San Bernardino Valley Priority Transit and Smart Corridors plan in an amount not-to-exceed \$270,000, 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 September 2, 2026.

Joe Baca, Jr., Board President

ATTEST:

Marleana Roman, Clerk of the Board

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



May 29, 2026

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	2026-27	Grant Category	Sustainable Communities Technical		Grant Fund Source	FTA 5304
Project Title	Advanced Signal and Transit Technology for San Bernardino Valley Priority Transit & Smart Corridors					
Grantee/Agency	San Bernardino County Transportation Authority (SBCTA)					
Executive Director	Carrie Schindler					
Grantee/Agency Contact	Richard Berger					
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	
\$270,000	\$34,981	\$0	\$34,981	11.47%	\$304,981	
Conditions of Award Due to Caltrans		Grant Expiration Date		Final Invoice Due		
July 10, 2026		June 30, 2029		August 29, 2029		
* The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Cost & 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 prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.						

Attachment: Caltrans Award Letter (12700 : SBV Priority Transit and Smart Corridors Grant Award for Contract No. 26-1003485)

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 approved). *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 & Schedule, and complete the right column to indicate where the specific conditions were addressed.

Specific Conditions	Conditions Addressed List Document, Section & Page(s)
1. Submit Grant Application Cover Sheet.	
2. C&S: Revise schedule to reflect a timeline of September 2026 through June 2029.	
3. 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. 5 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 August 14, 2026.
- **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 Cost & 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 September 14, 2026, with an end date of June 30, 2029. The Cost & Schedule will need to be updated to reflect a start date of September 2026 with at least one task extending to the grant expiration in June 2029.
 - Indirect Costs - For Local Government Agencies requesting to bill for indirect costs: Indirect costs must be identified in the SOW and Cost & Schedule, and the indirect cost rate included at the bottom of the Cost & Schedule.
- **Grant Application Cover Sheet and Cost & Schedule**
 - Ensure the grant award, local match, and total project costs are consistent with the amounts listed in the award letter.
- **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 Cost & Schedule.
 - To clarify, sub-recipient staff time, if reimbursed, is considered cash match. If sub-recipient staff time is donated, it would be 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 Cost & Schedule are made consistently in all documents.

Grant Administrative Requirements

Refer to the Grant Application Guide, Ch. 5, 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:

- **Federal Requirements** –
 - Complete and implement a Title VI Plan consistent with Federal Transit Administration Circular 4702.1B. If your Title VI Plan is expiring or has expired, this grant award will be contingent upon submitting to Caltrans a current, Board adopted, Title VI Plan.
- **Third Party Contracts** - Competitive consultant procurement, i.e., Request for Proposals (RFP) is required for all grant projects.
 - If a consultant has already been hired to complete the SOW activities, 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) must be submitted 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, 2029.
 - Final RFR/invoice and the final product are due no later than August 29, 2029.
 - 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 Cost & 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.

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only.

Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
X	Use the Fiscal Year 2026-27 template provided
X	Include the activities discussed in the grant application
X	List all tasks using the same title as stated in the Cost & Schedule
X	Include task numbers in accurate and proper sequencing, consistent with the Cost & Schedule
X	Exclude sub-task numbers; only include sub-headings
X	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
X	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the under-resourced community involved with the project, if applicable
X	Include a thorough and accurate narrative description of each task
X	Task A is a required task. It must be titled "Project Administration" and cannot exceed 5% of the grant award amount (grant award and local match). Only the grantee and sub-recipient(s) can charge against Task A. Task A must only include the following activities and deliverables: • Caltrans and grantee Project kick-off meeting at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
X	Include Task B for the procurement of a consultant (if needed). Only the grantee and sub-recipient(s) can charge against Task B.
N/A	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
N/A	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and virtual), excluding technical projects
X	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
X	Include a summary of next steps your agency will take towards implementing the project in the Final Product
X	List achievable project deliverables for each Task

X	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide
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SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities - Technical
Grant Fiscal Year	FY 2026-27
Project Title	Advanced Signal and Transit Technology for San Bernardino Valley Priority Transit & Smart Corridors
Organization (Legal name)	San Bernardino County Transportation Authority (SBCTA)

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

Background

The San Bernardino Valley (Valley) subregion of San Bernardino County is served by Omnitrans bus service on 30 fixed routes. This includes one Bus Rapid Transit (BRT) route, the sbX Green Line, running between Cal State San Bernardino and Loma Linda. An additional BRT route (the West Valley Connector or sbX Purple Line) is under construction connecting the cities of Pomona, Montclair, Ontario, and Rancho Cucamonga.

A full network of Priority Transit Corridors was originally developed by Omnitrans in 2010 and has been updated for inclusion in the 2024 SBCTA Long Range Multimodal Transportation Plan (LRMTP). The Priority Transit Corridors include: San Bernardino Avenue Corridor, Foothill Corridor, Haven Corridor, Sierra Corridor, Euclid, Foothill West Corridor, Grand-Edison, Riverside Corridor, and Baseline Highland Corridor.

Omnitrans currently operates several transit-supportive technologies, including existing Transit Signal Priority (TSP) on the sbX Green Line, signal coordination treatments, and communications systems that will serve as the foundation for further enhancements. The sbX Green Line (along E Street) for example, features transit signal priority, with dedicated lanes and traffic-signal coordination to prioritize bus movement at intersections. Part of the LRMTP contains a set of actions that directly relate to the further development of these corridors. Actions include:

- Developing an implementation and funding plan for higher service levels and appropriate transit priority treatments (e.g. transit signal priority) on the Omnitrans priority transit network;
- Positioning the priority transit network to be competitive for additional state and federal funding; and
- Position the Omnitrans priority transit network to be attractive for higher density residential and commercial development, coordinating with local jurisdictions on land use planning.

In parallel with this update of the Priority Transit Corridors in the LRMTP, SBCTA completed the Smart County Master Plan (SCMP). One of the early action items in the SCMP is to move forward with a set of "smart corridors" in the Valley on which to focus controller technology and

communications upgrades to improve traffic speed, provide transit priority, and yield multimodal benefits. For example, an evaluation of the Haven Avenue smart corridor, implemented in 2022 showed 20% to 37% reduction in delay depending on time of day and direction. This benefits all travelers, both transit and passenger vehicle.

Through these two efforts, the stage has now been set to move forward on the application of advanced traffic and transit technology on a set of Priority Transit & Smart Corridors in the Valley. The advancements are particularly intriguing in the field of transit technology, with new cloud-based TSP systems that are being piloted in multiple locations in California and elsewhere in the U.S. This holds promise for more effective and less expensive implementation of TSP across a network, not just in one or two corridors. Beyond TSP, on Smart Corridors, advanced technology has been demonstrated to provide:

- Reduction in Green House Gas (GHG) emissions;
- Improvements in safety by reducing collisions;
- Reduction in travel times by improving system operational efficiency;
- Increased reliability for public transit by improving predictability of travel times and improved public transit schedules; and
- Improvements to system recovery by better handling of incidents, management of congestion and minimizing disruption to the system.

The next step is to study the specific opportunities that may be available in San Bernardino Valley as SBCTA, Omnitrans and local jurisdictions look to make technological investments within the region. This planning effort will also include outreach and coordination with tribal communities as appropriate, consistent with Caltrans' Under-Resourced Communities guidance.

Disadvantaged Communities

San Bernardino County has a significant number of Under-resourced Populations within their jurisdictions. San Bernardino County is the largest county in the United States by area (20,105 square miles) and the 12th most populous. It contains roughly 2.1 million residents and 630,000 enrolled students across 24 cities/towns and 33 school districts of highly diverse character. A significant proportion of San Bernardino County residents live in community areas considered under-resourced and census block levels that are identified as transportation-based priority populations, traffic exposure populations and have gaps in multi-modal access to destinations. Approximately 650,000 county residents and 170,000 students live in locales ranked by the CalEnviroScreen 4.0 as among the top 10% most disadvantaged communities statewide. The County's Community Vital Signs (CVS) initiative measured the proportion of county residents less than 18 years of age living in poverty as 26.1%, slightly higher than the California statewide average of 22.8%.

Please see the maps attached to this application Exhibits 5-7.

San Bernardino County remains among the fastest growing areas in California and the United States. Omnitrans demonstrates a strong alignment with SBCTA's goals for serving the under-resourced communities located within its jurisdiction. Omnitrans alone averages approximately 7.23 million rides annually (as of Q2 2025). Data from the Omnitrans ConnecTransit Plan and SBCTA's environmental justice mapping show that many Omnitrans corridors (particularly the sbX Green Line along E Street and the planned West Valley Connector) serve areas with high concentrations of under-resourced communities. The ridership along these corridors represent approximately 60% of the ridership along this system. As SBCTA works to improve mobility options for all of its system users, investment in technology is a relatively lower cost option that is faster to implement provides an approach to improving access while reducing transportation inequities (related to access and emissions) in under-resourced communities. Additionally, expansions to

the Omnitrans system (such as along the sbX Purple Line), further reinforce the goals to reduce inequalities by improving service efficiencies and access to under-resourced communities.

State's Goals

The incorporation of signal and transit technologies not only improves efficiencies and service performance, but also advances California's broader state goals of reducing emissions, alleviating congestion, and enhancing equitable transit options in support of several state priorities and policies including: alignment with the Climate Action Plan for Transportation Infrastructure action plan to prioritize climate-aligned infrastructure investment; a reduction in vehicle miles traveled and greenhouse gas emissions; and transit-related legislation (such as Senate Bills 375 and 960).

The project's transit technology improvements, including transit signal priority, were incorporated as a direct response to California's climate and mobility goals by improving bus efficiency, speed, and reliability, reducing vehicle miles traveled, and supporting mode shift to public transit as part of the state's strategy to cut greenhouse gas emissions and advance sustainable transportation.

Project Stakeholders

SBCTA will be working with Caltrans to select a consultant to lead this project. As with all SBCTA projects, SBCTA will continue to engage with multi-jurisdictional, multi-modal collaboration.

This project will build on the prior successful planning efforts included in the LRMTF and the SCMP as well as outreach efforts conducted by SBCTA. The Advanced Transit Signal and Transit Technology project is technical in nature. The project's emphasis is to help identify, illustrate, and recommend candidate technologies for Priority Transit and Smart Corridors.

Project stakeholders, particularly Caltrans, SCAG, and Omnitrans, will be actively solicited for participation in the study as part of Technical Advisory Committee (TAC) meetings throughout the duration of this project. Further, SBCTA will use existing local jurisdiction input options at the Transportation TAC (held monthly) and Planning Directors Technical Forum (held monthly) to encourage information exchange and feedback from SBCTA's member agencies.

Please see attached 19 Support Letters.

Once the planning study is complete, SBCTA intends to advance the recommendations into successive project development activities, including the SBCTA 10 Year Delivery Plan, project-specific planning phases such as corridor-level investment studies, and updates to the Short-Range Transit Plan. The Plan does not depend on the completion of all other studies; rather, results from this effort will be incorporated into the next scheduled update of the 10-Year Delivery Plan. During future planning processes, the technical information gathered and considered in this study will be incorporated in a manner that takes into account input from the general public. It will be important that future consideration of these smart corridors, transit, and other advanced technologies include context-sensitive applications.

As mentioned previously, an experienced consultant will be hired to guide the comprehensive planning process. The consultant will be involved with the following activities:

- 1) Conduct an inventory and identify specific technology upgrade opportunities on four corridors in the Valley subregion.
- 2) Review the current implementation experience of early adopters and agencies with next-generation advanced transportation technologies. The technologies to be evaluated will include, but not be limited to, TSP systems.

- 3) Develop design and operational concepts for implementation of these systems; and
- 4) Work with SBCTA and Omnitrans staff to develop a funding and implementation plan that can guide investment in current and future advanced technologies for mobility solutions.

Overall Project Objectives

The key considerations for SBCTA when looking at the candidate advanced transit technologies for potential application on the Priority Transit and Smart Corridors include:

- Compatibility with the future opportunity to implement TSP in the corridors, thereby eliminating the potential for throwaway investments.
- Learning from the others that are currently in the process of implementing advanced technology, so that SBCTA and its member jurisdictions do not need to re-learn the challenges or mistakes experienced by others; and
- Identification of new or existing technologies that had not previously been considered by SBCTA, Omnitrans, Caltrans or local jurisdictions.

This project is consistent with multiple state and regional plans, including:

- **Caltrans 2024-2028 Strategic Plan** as the Plan aims to focus on Safety, Equity, Climate Action, and Prosperity.
- **California Transportation Plan (CTP) 2050** provides goals such as Safety, Climate, Equity, Accessibility, and the Economy. Investments in relatively low-cost, faster implementation transportation technologies widely apply to each of these goals.
- **Climate Action Plan for Transportation Infrastructure (CAPTI)**, this grant project will further the objectives of CAPTI by building toward an integrated, statewide rail and transit network as well as promote technology projects that do not significantly increase passenger VMT.
- **Connect SoCal 2024 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)**, especially as it pertains to investment in TDM/TSM and smart corridor technology.

Summary of Project Tasks

Task A: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Budget for this task (grant award and local match) cannot exceed 5% of the grant award amount.

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Upon project award, SBCTA will coordinate a project kick-off meeting with Caltrans to discuss grant procedures and project expectations including invoices, 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

- Kick-off meeting with Caltrans - Meeting Notes
- Quarterly invoices and progress reports
- DBE reporting (federal Grants only)

Task B: 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, the Regional Planning Handbook, and the executed grant contract between Caltrans and SBCTA.

SBCTA will develop a preliminary scope of work and an initial Request for Proposal (RFP) for Caltrans' Review. SBCTA will then refine the RFP and gain approval from SBCTA Board of Directors and Caltrans.

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

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

Task Deliverables

- Meeting agenda, participant list, meeting notes, list of action items
- Draft Scope of Work and Request for Proposal (RFP)
- Final RFP
- Review and ranking of qualifications by SBCTA staff/Caltrans
- Executed consultant contract
- Meeting agenda, participant list, meeting notes, list of action items and action plan

Task 1: Advanced Technology Upgrade Opportunities

In the Connect 2024 RTP/SCS, SCAG states that emerging technologies have the potential to expand transportation choices and equity throughout the region. By providing more options for local and regional trips, emerging technologies may shift trips to less environmentally damaging modes, minimize negative environmental impacts associated with current vehicle use, increase system efficiency, improve safety, and reduce auto-related collisions and fatalities. However, realizing these potential benefits (and avoiding potential negative impacts) depends on the pace of technological development and the adoption of a wide range of public and private-sector innovations.

The consultant will work with SBCTA, Omnitrans, and local jurisdictions to identify and document advanced transportation technology upgrade opportunities for four Priority Transit and/or Smart Corridors. This task will incorporate input from one TAC meeting and jurisdictional coordination.

The consultant will evaluate each corridor's potential to improve transit speed, system efficiency, safety and reduce GHG emissions. In doing so, the consultant will identify and document how these technologies will deliver the intended benefits outlined above.

SBCTA will coordinate with Caltrans Headquarters' intelligent transportation systems (ITS) research staff to ensure consistency with statewide ITS architecture. As indicated on the Caltrans ITS web page, it is important to coordinate with the District "on federal aid ITS project development procedures to assure compliance with the federal ITS regulations, per Code of Federal Regulations, Chapter 23, Section 940 (23 CFR 940) entitled 'Intelligent Transportation System Architecture and Standards.' In addition, these procedures establish the roles and responsibilities for all parties who are involved in the federal-aid ITS process."

Task Deliverables
• Technical Memorandum of advanced transportation technology opportunities • Technical Memorandum of upgrade opportunities for advanced transportation technology on four Priority Transit or Smart Corridors in the San Bernardino Valley.

Task 2: Current Experiences with Advanced Technology

Many Metropolitan Planning Organizations, Regional Transportation Planning Agencies, Transit Operators and local municipalities are working to implement advanced technology to optimize and improve system efficiency for all users. The County of San Mateo, Alameda County Transportation Commission, Orange County Transportation Authority, Los Angeles County Metropolitan Transportation Authority, North County Transit District, and many others are working to implement advanced transportation technologies under the TSP or Smart Corridors banner. For example, OCTA and the City of Fullerton are collaborating on a one-year pilot program and on the implementation of a NextGen cloud-based transit-priority solution from LYT Transit. LA Metro is exploring similar paths forward for advanced transit priority technology. SBCTA and Caltrans can build on these experiences to inform future efforts.

The consultant will prepare a minimum of two (2) case studies of agencies that implemented advanced transit or ITS technologies. Studies may include California agencies and national or international examples.

Each case study will document deployment timelines, integration issues, vendor stability, capital and operating costs, maintenance challenges, and lessons learned.

International case studies should also be identified and included if applicable.

Task Deliverables
• Technical Memorandum providing case studies with positive and negative experiences delivering next generation advanced technology within the public's transportation system. This will include documentation of capital and operating costs and implementation challenges.

Task 3: Conceptual Design and Operational Plans

When planning for the Priority Transit and Smart Corridors, context matters. The consultant will prepare conceptual designs and operational plans at the planning level (≤5% design) for four corridors. Plans will address jurisdiction maintenance capability, signal handshaking at Caltrans interchanges, queue management, transit priority options, and controller upgrade needs.

The conceptual design and operational plans will contain the following considerations:

- Capabilities of the local jurisdiction for system maintenance and operation;
- Operational "handshaking" between Caltrans and local jurisdiction signals, especially with respect to operations at freeway interchanges. Special attention will need to be paid to managing off-ramp queues, where those ramps intersect arterial transit routes;

- Balancing transit priority protocols with maintaining efficient traffic flows on both “main street” routes and side streets;
- Whether and when other transit priority features could enhance TSP (e.g. queue jumps); and
- Capabilities that should be specified in traffic controllers for future accommodations, even though those operational capabilities may not be implemented initially.

The deliverables for this Task are plans that provide technological recommendations for SBCTA, Omnitrans, local jurisdictions, and Caltrans to carry forward into successive project development efforts. Particular emphasis should be placed on the quantifiable benefits and costs (capital and operations) that can be expected for a project in a particular corridor. SBCTA will host a TAC review session for this task.

Additionally, any potential impacts on intersecting or parallel corridors shall be identified and mitigation measures presented. Finally, if multiple corridors are within proximity and can be interconnected, the consultant will take those considerations into account as well.

The goal is to plan for specific corridors as part of this Plan but also do so in a manner that plans and prepares for the wider system of Priority Transit and Smart Corridors in the San Bernardino Valley.

Task Deliverables
• Technical Memorandum providing conceptual design and operational plans for four Priority Transit and/or Smart Corridors in the San Bernardino Valley.

Task 4: Funding and Implementation

SBCTA does not develop plans that sit on a shelf. The intent is to develop conceptual designs and operational plans for the Priority Transit Corridors, but this project does not stop there. In Task 4, using the Technical Memorandum of advanced technology opportunities created in Task 1, the consultant will develop a pricing menu for recommended technologies. This working paper will then be used to specifically inform the financial and implementation plans, especially focusing on the four Priority Transit and Smart Corridors included in this Plan.

The financial and implementation considerations included in the Task 4 Technical Memorandum will not only look at potential federal and State funding opportunities but will also include consideration of Measure I Express Bus/BRT and Traffic Management Systems program funds. The consultant will identify federal, State, and Measure I funding opportunities.

These programs were explicitly included in Measure I 2010-2040 in recognition of the multimodal and system operations opportunities being pursued in San Bernardino County. The broad objective will be to use the Measure I funds to leverage as many outside federal and State funds as possible for the region. The plan will include implementation sequencing and coordination with Caltrans District 8. As indicated on the Caltrans ITS web page, it is important to coordinate with the District “on federal-aid ITS project development procedures to assure compliance with the federal ITS regulations, per Code of Federal Regulations, Chapter 23, Section 940 (23 CFR 940) entitled ‘Intelligent Transportation System Architecture and Standards.’ In addition, these procedures establish the roles and responsibilities for all parties who are involved in the federal-aid ITS process.”

Task Deliverables
- Working paper with discussion of the transit technologies identified in Task 1 and information on a la carte pricing that can be used for future corridor preliminary planning efforts. - Technical Memorandum using the working paper to create a financial and implementation plan for the four Priority Transit and Smart Corridors in this Plan. The Technical Memorandum will also include consideration of strategic federal and State funding opportunities that can be leveraged through the strategic investment of Measure I funds.

Task 5: Draft and Final Plan

The deliverables contained in the above tasks will be compiled into the draft and final Plans. The sections of the draft and final plan will include:

- Inventory of technology upgrade opportunities on four corridors in the Valley subregion,
- Review of current experience with next-generation advanced technology opportunities and their application to the San Bernardino Valley,
- Conceptual design and operational concepts for implementation within the context of San Bernardino County systems, and
- Financial and implementation plan.

The Final Plan will be provided in ADA-compliant PDF format. SBCTA may also produce an optional eStudy web-based version, which functions as a standalone, web-based study platform viewable across digital devices and compliant with WCAG 2.0 accessibility standards. May include but is not limited to interactive, presentations, or other file/media types (e.g., a combination of website material, PDFs, slides, simulations, etc.) as approved by SBCTA. The eStudy will consist of a web-based interface, supporting downloadable PDFs, interactive corridor maps, and embedded visual simulations. Close collaboration will occur with Omnitrans and Caltrans traffic operations staff on the review of the Technical Memorandum as well as the draft and final Plan. The intent is to ensure that the concepts are “in sync” with the expectations and plans of these operating agencies.

Task Deliverables
- Draft Plan - Final Plan - Technical Appendices

Task 6: Board Review/Approval

The consultant will present the Draft Studies to the advisory groups, stakeholders, and the public. Upon feedback, the consultant will incorporate edits and present a second version to the advisory groups and stakeholders. Once edits are incorporated, SBCTA will post the Studies to the SBCTA website. The consultant will incorporate TAC and SBCTA feedback before Board presentation.

Next Steps

Once the Studies are complete, SBCTA will collaborate with Omnitrans, Caltrans, and other partners for use in future projects. In some cases, the lead will be SBCTA. Transit agencies will be

responsible for others, and local jurisdictions. Some of the progress will be dependent upon competitive funding from the State, and potential funding sources will be identified. The goal will be to start implementing advanced technology strategies that benefit the lives of residents in the most under-resourced neighborhoods as well as San Bernardino County residents and businesses more broadly.

Task Deliverables
• Draft Studies/e-Studies • Publication on website • Final Studies (published) that include a summary of next steps towards implementation, credits Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy • Board Agendas, presentation materials, and meeting minutes

Minute Action

AGENDA ITEM: 9

Date: August 12, 2026

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:

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:

- A. Deallocate \$210,000 from the City of Colton – Multimodal Complete Streets Project.
- B. Allocate an additional \$210,000 from the REAP 2.0 CTC Partnership Program funds to the City of Upland – Active Transportation Improvements Around Magnolia and Euclid Affordable Housing 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 Board also authorized the Executive Director, or her designee, to approve the Scope of Work (SOW) and sign the grant applications. Lastly, the Board 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. The original expenditure deadline for this program was June 30, 2026. However, on January 12, 2026, SCAG extended the period of performance to December 31, 2026, to allow sufficient time for completion of all projects.

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 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.

In June 2024, the Board authorized the Executive Director, or her designee, to execute specific competitive Contract Task Orders (CTO) for Planning, SBCOG, and REAP 2.0 programs that are in excess of \$500,000. If the Board approves the following funding allocation changes, the Executive Director, or her designee, shall execute the Amendments to CTO 15 and CTO 19 associated with the funding allocation changes on the following page.

Entity: San Bernardino County Transportation Authority

Project List and Funding Allocation Changes:

The City of Colton (City) is a recipient of REAP 2.0 funding, with \$300,000 allocated for the design of a Class II bike lane on North La Cadena Drive and an additional \$218,054.39 budgeted for construction. On May 28, 2026, the City informed SBCTA that it would not proceed with the construction phase prior to the December 31, 2026, expenditure deadline. While the design plans will still be completed, the construction funds can no longer be utilized as originally intended and should be reallocated to other eligible purposes to ensure funds are kept within San Bernardino County.

On February 6, 2025, the Executive Director approved CTO No. 15 with HNTB with a not-to-exceed amount of \$904,024.94. Amendment No. 1 to the CTO was approved by the Executive Director on June 18, 2025 as a zero-dollar increase to update the SOW that reflected adjustments to the project location and specific services being performed by SBCTA's Consultants on behalf of the City of Upland. On July 28, 2025, the Executive Director approved Amendment No. 2 to add a project sub-consultant, Pacific Railway Enterprises, Inc., to perform the railroad signal design at 2nd Avenue, increasing the CTO by \$97,744 for a not-to-exceed amount of \$1,001,768.94. On September 3, 2025, the Board authorized the Executive Director to execute Work Order No. 15 with the Southern California Regional Rail Authority (SCRRA) in the amount of \$164,795 to expedite the completion of improvement projects. However, upon multiple discussions with SCRRA, it was determined by the engineers that the improvements needed for the project would be better handled as part of the Enhanced Metrolink Service project. On March 31, 2026, the Executive Director approved Amendment No. 3 to CTO No. 15 to revert funds back to the City of Upland and increase the not-to-exceed amount to \$1,166,563.94 to allocate for additional SOW.

The City of Upland, a recipient of REAP 2.0 funding, is recommended to receive reallocation of \$210,000 to prepare the conceptual design of Euclid Avenue between 7th Street and Foothill Boulevard and between Foothill Boulevard and 25th Street. The expanded scope, which remains fully eligible under SCAG's REAP 2.0 guidelines, includes planning for a Class I multi-use path, Class IV bikeways, intersection and Americans with Disabilities Act improvements, identification of environmental and traffic study needs, and traffic signal upgrade recommendations. This revised scope aligns with the City's existing REAP-funded work, supports future multimodal access to affordable housing opportunities, and can be completed within the remaining timeframe upon approval of the reallocation.

HNTB, assigned CTO No. 19 for the design of the Colton bike lane project, incurred additional expenses that account for the remaining \$8,054.39. These costs reflect the extensive effort required to work with the City of Colton and SBCTA staff to develop a design that minimized street parking impacts and to create exhibits used for public engagement.

Approval of this agenda item will formally amend the REAP 2.0 project list, which will be submitted to SCAG for approval. A summary of all recommended changes since last approved by the Board on November 5, 2025 is shown in the table on the following page:

General Policy Committee Agenda Item

August 12, 2026

Page 3

	Projects	Current	Requested Change	New Funding Distribution	Notes
1	Fontana	\$967,371.17	\$ -	\$967,371.17	No change.
2	Ontario	\$970,948.89	\$ -	\$970,948.89	No change.
3	Twentynine Palms	\$511,735	\$ -	\$ 511,735	No change.
4	Upland	\$ 1,166,563.94	\$210,000	\$1,376,563.94	SBCTA recommends allocation of funds for the conceptual design of Euclid Avenue 1) between 7 th St and Foothill Blvd and 2) between Foothill Blvd to 25th St.
5	SCRRA / Upland	\$ -	\$ -	\$ -	No change.
6	Rialto	\$ -	\$ -	\$ -	No change.
7	Colton	\$300,000	(\$210,000)	\$90,000	Construction funds to be reallocated.
8	Montclair	\$975,000	\$ -	\$975,000	No change.
9	Big Bear Lake	\$1,302,256	\$ -	\$1,302,256	No change.
10	Contingency	\$ -	\$ -	\$ -	No change.
11	SBCTA Project Management	\$325,993	\$ -	\$325,993	No change.
		\$6,519,868	\$ -	\$6,519,868	

Financial Impact:

The County Transportation Commission Partnership Program is included in the adopted Budget for Fiscal Year 2026/2027 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 this item.

Responsible Staff:

Richard Berger, Planning Manager

Approved
General Policy Committee
Date: August 12, 2026

Witnessed By:

Minute Action

AGENDA ITEM: 10

Date: August 12, 2026

Subject:

SBCTA/SBCOG Memorandum of Understanding No. 26-1003487

Recommendation:

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

Approve Memorandum of Understanding No. 26-1003487 between SBCTA and SBCOG formalizing the governing relationship between SBCTA and SBCOG with regard to employee services.

Background:

Under the San Bernardino County Transportation Authority (SBCTA) Consolidation Act of 2017, SBCTA is authorized to provide the services of its employees to San Bernardino Council of Governments (SBCOG) under mutually agreed-upon terms. The attached Memorandum of Understanding (MOU) serves as the formal framework for those services and clarifies the financial and working relationship between SBCTA and SBCOG.

SBCOG operates as a Council of Governments formed under a Joint Exercise of Powers Agreement. As noted in the MOU, SBCOG does not employ its own staff and relies on SBCTA employee support to deliver SBCOG programs, projects, and regional initiatives. The language of the MOU formalizes the existing relationship between SBCTA and SBCOG.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2026/2027.

Reviewed By:

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

Responsible Staff:

Monique Reza-Arellano, Director of Council of Governments

Approved
General Policy Committee
Date: August 12, 2026

Witnessed By:

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

Contract No:	<u>26-1003487</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Council of Governments</u>
Vendor No.:		Vendor Name:	<u>SBCOG</u>
Description:	<u>MOU between SBCTA and SBCOG</u>		

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

Board of Directors	Date:	9/2/2026	Committee	Item #
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Zero Dollar Contracts	Sole Source?	N/A	No Budget Adjustment
Zero Dollar	MOU/COOP/JPA (zero dollar contract)		N/A

Estimated Start Date:	7/1/2026	Expiration Date:	12/31/2039	Revised Expiration Date:
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Estimated Start Date:	7/1/2026	Expiration Date:	12/31/2039	Revised Expiration Date:
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NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

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

Prevailing Wage: N/A

[illegible]

Parent Contract	PM Description
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Z-Related Contracts

Monique Reza-Arellano

Task Manager (Print Name)

Additional Notes:

MEMORANDUM OF UNDERSTANDING NO. 26-1003487

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

SAN BERNARDINO COUNCIL OF GOVERNMENTS

FOR EMPLOYEE SERVICES

This Memorandum of Understanding (“MOU”) is executed and entered into by the San Bernardino County Transportation Authority (“SBCTA”) and the San Bernardino Council of Governments (“SBCOG”) and establishes certain aspects of their relationship with respect to SBCTA’s provision of the services of its employees to SBCOG. SBCTA and SBCOG are each a “PARTY” and collectively the “PARTIES”.

RECITALS

- A.** Pursuant to the San Bernardino County Transportation Authority Consolidation Act of 2017, codified at California Public Utilities Code sections 130800 through 130828.1 (the “Act”), SBCTA serves as the county transportation commission, local transportation authority, service authority for freeway emergencies, and local congestion management agency for San Bernardino County.
- B.** SBCOG was voluntarily formed in 1973 (as San Bernardino Associated Governments) pursuant to a Joint Exercise of Powers Agreement (“JPA”). In 2023, the JPA was amended to, amongst other things, formally change the name of the entity from San Bernardino Associated Governments to San Bernardino Council of Governments.
- C.** The Act provides that SBCTA “shall have the power to contract to provide the services of its employees to San Bernardino Associated Governments upon lawful terms and conditions agreed to by” SBCTA and SBCOG. (Pub. Util. Code § 130827.)
- D.** SBCOG has no employees and requires services of SBCTA employees.
- E.** The PARTIES desire to memorialize the terms and conditions by which SBCTA provides services of its employees to SBCOG.

AGREEMENT

NOW, THEREFORE, it is mutually understood and agreed by SBCTA and SBCOG as follows:

- I. SBCTA Responsibilities.** SBCTA will, to the extent it feasibly and practicably can, dedicate employee services as needed to enable SBCOG to operate and maintain its various programs and projects.

II. SBCOG Responsibilities. SBCOG shall be responsible for funding its own costs and its share of indirect costs as identified in the annual budget. SBCOG will allocate time for services provided by SBCTA employees to operate and maintain SBCOG programs and projects. SBCOG, as a blended component unit of SBCTA, reports time proportionate to activities for SBCOG to the SBCOG funds. Similarly, payments to vendors are charged directly to SBCOG funds held by SBCTA.

III. Miscellaneous

1. **Governing Law.** This MOU will be governed by and construed in accordance with the laws of the State of California. Any action or proceeding brought to enforce any provision of this MOU shall be filed in the Superior Court of California for San Bernardino County.
2. **Attorneys' Fees.** If either PARTY commences an action against the other PARTY arising out of or in connection with this MOU, the prevailing party in such litigation will be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.
3. **Recitals.** The Recitals stated above are integral parts of this MOU and are hereby incorporated into the operative terms of this MOU.
4. **Termination.** The Board of Directors of SBCTA and SBCOG shall have the right, at any time, to terminate this MOU by giving thirty (30) calendar days' written notice to the other PARTY, specifying the date of termination, except as to any obligation that, pursuant to the terms of this MOU or law, continue after termination.
5. **Amendment.** This MOU may be amended in writing at any time by the mutual consent of both PARTIES. No amendment shall have any force or effect unless executed in writing by both PARTIES.
6. **Entire Agreement.** This MOU constitutes the entire agreement between the PARTIES relating to its subject matter and supersedes any previous agreements or understandings.
7. **Severability.** If any portion of this MOU shall be held invalid or unenforceable, the remainder of the MOU shall not be affected and shall be enforced to the greatest extent permitted by law.
8. **Effective Date.** This MOU is effective on the date when signed by all PARTIES.

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

**SAN BERNARDINO COUNCIL
OF GOVERNMENTS**

By: _____
Joe Baca Jr.
Board President

By: _____
Joe Baca Jr.
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

Minute Action

AGENDA ITEM: 11

Date: August 12, 2026

Subject:

Contract No. 26-1003432 for Grant Writing and Grant Management Services

Recommendation:

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

Approve Contract No. 26-1003432 for Grant Writing and Grant Management Services to NCB Incorporated in an amount not to exceed \$500,000, to be funded with SBCOG General Assessment Dues and Local Transportation Fund Planning funds, with a term effective through September 30, 2029.

Background:

On April 1, 2026, the Board of Directors approved the release of Request for Proposals (RFP) No. 26-1003432 for Grant Writing and Grant Management Services.

The Request for Proposals (RFP) incorporated a refined Scope of Work (SOW), developed based on lessons learned, to better align consultant services with the current and anticipated grant support needs of the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG). The contract will provide on-call consultant support for identifying funding opportunities, developing competitive grant applications, grant management, and related technical assistance for SBCTA/SBCOG, and member agencies.

RFP No. 26-1003432 was released on April 1, 2026, in accordance with SBCTA's procurement policies and procedures for professional services. The solicitation was electronically sent to 286 consultants registered on PlanetBids and was downloaded by 39 firms. The Q&A period remained open through April 15, 2026, and Addendum No. 1, issued on April 16, 2026, included responses to the questions received.

SBCTA received nine proposals by the submission deadline. A responsiveness review was conducted by the Procurement Professional, confirming that eight submissions met the solicitation requirements and concluding that one was deemed non-responsive for not submitting all required documentation.

On May 1, 2026, the proposals were disseminated to the Evaluation Committee, along with the evaluation materials, including score sheets, reference check forms, the Declaration of Impartiality and Confidentiality form, and Standards of Conduct. The Evaluation Committee was comprised of SBCTA/SBCOG staff.

Each evaluator independently reviewed and scored the proposals based on the evaluation criteria outlined in the RFP, including firm qualifications, staffing and organization, work plan, and price. Following individual evaluations, the Evaluation Committee convened on May 14, 2026, to discuss proposal strengths and weaknesses, finalize technical scores, and identify the highest-ranked firms for interviews.

Based on the technical scores, the Evaluation Committee short-listed four firms for interviews: B&A Associates, Cambridge Systematics Inc., Engineering Solutions Services, and NCB

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

General Policy Committee Agenda Item

August 12, 2026

Page 2

Incorporated. Interviews were conducted on May 21, 2026, and consisted of a presentation and a Q&A session. The interview and technical proposal were weighted 40% and 60%, respectively, for a total combined score of 100%.

Upon completion of the evaluation process, the Committee ranked NCB Incorporated the highest. Variances in the criteria scores were noted and discussed. Full details of the scores are included in the Contract Audit File.

The price proposal submitted by the top-ranking firm was determined to be reasonable and fair when compared with the Independent Cost Estimate.

The Committee considered all proposers qualified to perform the work specified in the RFP. The highest-ranked firm, NCB Incorporated, ranked first in both technical and overall scores. The firm demonstrated a thorough understanding of the SOW, proposed a well-qualified team, and submitted a fair and reasonable cost proposal consistent with the Independent Cost Estimate.

Staff recommends approval of Contract No. 26-1003432 to NCB Incorporated for Grant Writing and Grant Management Services in an amount not to exceed \$500,000, to be funded with SBCOG General Assessment dues and Local Transportation Fund Planning funds for a term through September 30, 2029. The RFP was issued under SBCTA; therefore, the contract is between SBCTA and NCB Incorporated. However, services will be provided to both SBCTA and SBCOG.

Financial Impact:

The Project is included in the Budget for Fiscal Year 2026/2027 and funded in Program 25 with San Bernardino Council of Governments General Assessment Dues and Program 20 with Local Transportation Fund - Planning funds.

Reviewed By:

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

Responsible Staff:

Dulce Spencer, Grants Analyst

Approved
General Policy Committee
Date: August 12, 2026

Witnessed By:

Contract No:	<u>26-1003432</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Council of Governments</u>
Vendor No.:	<u>04139</u>	Vendor Name:	<u>NCB Incorporated</u>
Description:	<u>Grant Writing and Management Services</u>		
List Any Related Contract Nos.:	N/A		

Dollar Amount							
Original Contract		\$	500,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	500,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	500,000.00

Board of Directors	Date:	9/2/2026	Committee	Item #
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Other Contracts		Sole Source?	No	No Budget Adjustment
Local	Professional Services (Non-A&E)			N/A

Estimated Start Date:	9/2/2026	Expiration Date:	9/30/2029	Revised Expiration Date:
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NHS: No QMP/QAP: N/A Prevailing Wage: No

Total Contract Funding: Total Contingency:

[illegible]

Monique Reza-Arellano

Task Manager (Print Name)

Additional Notes:

CONTRACT NO. 26-1003432**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****NCB INCORPORATED****FOR****GRANT WRITING AND GRANT MANAGEMENT SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and NCB Incorporated ("CONSULTANT"), whose address is 4017 Moonlight Drive, Little Elm, TX 75068. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties."

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through September 30, 2029 until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA 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 September 30, 2031.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in or applied to CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Five Hundred Thousand Dollars (\$500,000). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work," and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials" The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 Intentionally Omitted
- 3.4 Intentionally Omitted
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

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

ap@gosbcta.com

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

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 Intentionally Omitted
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA

reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 Intentionally Omitted

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA and 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 SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in

the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

ARTICLE 10. REPORTING AND DELIVERABLES

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

ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.

- 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
- 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
- 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
 - 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:

- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 11.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

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

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, 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 Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

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

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Neil Blais	Economist /Govt. Relations
Andrea Owen	Project Manager
Dawn Olsgaard	Assistant Project Manager

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain

confidential until released in writing by SBCTA except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 17.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

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

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

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$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 three (3) years after Contract completion.

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

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

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

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

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

- \$2,000,000 per occurrence limit for property damage or bodily injury
- \$1,000,000 per occurrence limit for personal injury and advertising injury
- \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract number and a 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.

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 additional 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 limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance. Intentionally Omitted

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA.

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 ("SBCOG"), SBCOG's Entities (listed on Exhibit "C," attached hereto), 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 SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by

a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA. Without SBCTA's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, SBCOG, SBCOG's Entities, and 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. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant

performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.
- 21.2.9 Enforcement. SBCTA may take any steps that are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a

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

- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. Intentionally Omitted
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held

responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

21.2.15 Higher limits If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

22.1 Intentionally omitted

22.2 CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG, SBCOG's Entities (see Exhibit C), and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct" of any Indemnitee.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California,

San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To NCB Incorporated	To SBCTA
4017 Moonlight Drive	1170 W. 3rd Street, 2nd Floor
Little Elm, TX 75068	San Bernardino, CA 92410-1715
Attn: Neil Blais	Attn: Dulce Spencer
Email: nblais@ncbincorporated.com	Email: dspencer@gosbcta.com
Phone: (949) 322-3055	Phone: (909) 884-8276
2nd Contact: Andrea Owen	Copy: Procurement Manager
Email:aowen@ncbincorporated.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 SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

See Article 17.

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, 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 SBCTA. SBCTA’s exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA’s prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

NCB INCORPORATED

By: _____
Neil Blais
Chief Executive Officer

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Joe Baca, Jr.
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Destin Blais
Secretary

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

Attachment: 26-1003432 - PDF (12640 : Contract No. 26-1003432 for Grant Writing and Grant Management Services)

Grant Writing and Grant Management Services Scope of Work

The San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG) are seeking on-call professional services to support the identification of funding opportunities, development of competitive grant applications, grant strategy, and assistance with grant administration activities.

The Grant Writing Consultant shall serve as the grant consultant for SBCTA/SBCOG, attend Board and Committee meetings as requested, interface with SBCTA/SBCOG staff, interface with Member Agency staff, keep SBCTA/SBCOG aware of requirements and opportunities regarding ongoing and new grant programs, write grant applications as requested, and monitor grant compliance as directed.

Grant services are required in a variety of areas, including transportation, infrastructure, rail, public health, housing and community development, climate adaptation and resilience, energy efficiency, air quality, planning, economic development, broadband and digital infrastructure, and public safety. Additionally, services will include submitting grant applications and assisting with the administration of received funding for various awards.

Grant Writing and Management Services Tasks:

Task 1. Program Management and Coordination

The Consultant shall provide project management and administrative support for all assigned work. Services will include:

- Preparing monthly progress reports summarizing work completed, applications supported, issues encountered, and upcoming deadlines
- Preparing invoices and supporting documentation consistent with SBCTA/SBCOG requirements
- Maintaining organized files, schedules, drafts, and documentation for all assigned tasks
- Assisting SBCTA/SBCOG staff with maintaining and updating project inventories used to identify potential project candidates for future funding opportunities
- Preparing public-facing materials related to grant funded or grant supported projects when requested, including content for webpages, presentations, and informational materials
- Supporting updates to grant related communications including webpage content, FAQs, grant tables, announcements, and related materials
- Supporting SBCTA/SBCOG staff with internal tracking tools used to monitor grant cycles, deadlines, and active assignments

Deliverables:

- Periodic progress summaries of grant activities and priorities as requested by project manager, not more than 4 per fiscal year.
- Updated grant tracking tools, project inventories, and schedules
- Documentation supporting the Grant Support Process Program Guidelines
- Coordination materials supporting grant request tracking and prioritization
- Invoices and administrative documentation
- Semi-annual (every six months) summary/POI-style reports
- Grant tracking of applications and awards (e.g., submitted, awarded, unsuccessful, debrief)
- Tracking Member Agency Grant Support Intake Requests

Task 2. Funding Opportunity Monitoring and Strategic Guidance

The Consultant shall support SBCTA/SBCOG in monitoring, evaluating, and communicating grant funding opportunities. Services shall include:

- Monitoring federal, state, regional, and philanthropic funding programs and providing regular updates regarding eligibility, timelines, funding availability, and anticipated cycles
- Identifying funding opportunities that align with regional priorities, project needs, and agency goals
- Preparing funding opportunity summaries that clearly describe requirements, competitive considerations, and readiness needs
- Maintaining and updating project lists or inventories used to evaluate eligibility and readiness for upcoming funding programs
- Evaluating project readiness, eligibility, complexity, and alignment with SBCTA/SBCOG priorities
- Providing strategic guidance on positioning projects for current and future funding cycles
- Identifying projects within SBCTA, SBCOG, and Member Agencies, planning documents that match active or upcoming funding opportunities and recommending project candidates for future cycles
- Working with SBCTA/SBCOG departments and Member Agencies to shape or refine early-stage project concepts to align with competitive funding programs
- Conducting a needs assessment of SBCTA/SBCOG to understand the program and funding needs of the agency
- Evaluating Grant Support Request inquiries submitted by SBCTA/SBCOG departments and Member Agencies to determine eligibility, competitiveness, and alignment with available funding programs
- Assessing whether projects require additional scoping, concept development, cost estimating, or refinement to become competitive for funding
- Recommending the most suitable grant programs for each project based on program requirements, readiness, competitiveness, and strategic considerations
- Updates to grant tracking summaries reflecting current and anticipated funding opportunities and project status

Deliverables:

- Funding opportunity summaries and alerts
- Grant funding needs assessments and priority lists
- Strategic guidance memos aligned with SBCTA/SBCOG priorities
- Project readiness and eligibility evaluations
- Recommendations on grant program fit and timing

Task 3. Grant Applications Development and Technical Support

The Consultant shall assist in preparing competitive, complete, and timely grant applications. Services shall include:

- Coordinating and facilitating discussions with SBCTA/SBCOG staff and partner agencies to shape competitive project scopes
- Preparing narrative sections or reviewing narrative content drafted by SBCTA/SBCOG or Member Agencies

- Preparing and/or reviewing technical materials such as project descriptions, purpose and need statements, work plans, budgets, schedules, benefits, and performance measures
- Developing maps, graphics, tables, and other required visual materials
- Preparing or reviewing application attachments including forms, letters of support, resolutions, and other required documents
- Providing support letter templates, guidance, and coordination to assist Member Agencies in obtaining required letters
- Ensuring all application components are complete, accurate, and aligned with program requirements
- Providing detailed quality assurance to ensure clarity, consistency, and alignment across all sections
- Developing checklists, schedules, and coordination tools for timely application delivery
- Coordinating with partners, stakeholders, and Member Agencies to gather required information
- Providing advisory support to SBCTA/SBCOG staff and Member Agencies for applications they prepare
- Assisting with the preparation of materials related to match commitments when required
- Improving and strengthening previously declined applications when resubmitting projects from past cycles
- Supporting project scoping activities necessary for grant development, including refinement of purpose and need, preliminary work plans, cost estimates, performance measures, and project justification
- Providing timely notifications to SBCTA/SBCOG regarding application status, upcoming deadlines, and required actions

Final grant submission responsibility will be determined by SBCTA/SBCOG on a case-by-case basis.

Deliverables:

- Draft or reviewed grant application narratives
- Technical sections including scope, budget, schedule, and benefits
- Application attachments and supporting documentation
- Coordination materials used to gather partner input
- Complete, submit-ready grant application packages prepared for SBCTA/SBCOG or Member Agency submission, including all required narratives, forms, attachments, and supporting documentation
- Submission of complete applications on behalf of SBCTA/SBCOG when authorized; applications prepared for Member Agencies shall be provided for agency submission
- Final pre-submittal compliance and completeness confirmation prior to submission

Task 4. Post-Award and Compliance Support

If a project is awarded funding, the Consultant may provide post-award support to assist SBCTA/SBCOG and Member Agencies with grant compliance, reporting, and transition to implementation. Services shall include:

- Assisting with the preparation of required reports such as progress reports, reimbursement requests, and closeout documentation

- Supporting SBCTA/SBCOG departments in tracking deadlines, required materials, and compliance obligations
- Reviewing reporting materials prepared by staff for accuracy and completeness
- Supporting documentation needed for reimbursement or program compliance
- Assisting with debriefs for unsuccessful applications to strengthen future submissions
- Supporting preparation of materials for post-award implementation
- Providing additional grant administration support as directed
- Updating grant tracking records to reflect award outcomes and post-award status

Deliverables:

- Reviewed progress and reimbursement reports
- Compliance tracking tools and schedules
- Grant closeout or implementation support documentation
- Debrief summaries for unsuccessful applications
- A post-award transition or hand-off memorandum summarizing key grant requirements, reporting obligations, schedules, and reference materials to support transition to SBCTA/SBCOG department project managers or Member Agency award management responsibilities

Task 5. Quality Assurance and Application Review

The Consultant shall support quality assurance for all grant-related work to ensure accuracy, completeness, consistency, and alignment with SBCTA/SBCOG requirements. Services shall include:

- Conducting detailed reviews of draft and final application materials for accuracy, completeness, consistency, and clarity
- Ensuring all submissions align with requirements and SBCTA/SBCOG expectations
- Providing edits and recommendations to ensure narrative coherence and technical accuracy
- Ensuring all attachments and supporting materials reflect the most current project information
- Supporting refinement of templates, tools, and checklists related to grant application development and review

Deliverables:

- Compliance and completeness checklists
- Redline edits focused on clarity, consistency, and alignment
- Cross-section consistency reviews
- Final application readiness confirmations
- Identification of gaps or risks requiring correction

Task 6. Coordination, Meetings, and Presentations

The Consultant shall attend meetings as directed, including internal coordination meetings, meetings with Member Agencies, and other meetings assigned. Services shall include:

- Preparing meeting materials, summaries, or updates as requested
- Participating in discussions regarding project readiness, funding opportunities, and application strategies

- Supporting coordination for meetings involving partner agencies or multi-jurisdictional efforts
- Presenting on behalf of SBCTA/SBCOG to internal or external audiences as requested
- Assisting with preparation for grant-related workshops, training sessions, and outreach activities

Deliverables:

- Meeting agendas, materials, and summaries
- Coordination notes and action item lists
- Presentations to internal committees or external audiences
- Materials supporting multi-agency coordination

Task 7. Workshops, Trainings, and Additional Services

The Consultant will also coordinate and implement grant-related workshops, trainings, and supplemental support services at the direction of SBCTA/SBCOG to support grant development, readiness, and implementation activities. Services shall include:

- Conducting at least one and up to two grant workshops per fiscal year for SBCTA/SBCOG and Member Agency staff
- Delivering a single recorded post-award workshop addressing common requirements across grant programs
- Conducting project readiness assessments and developing preliminary scopes of work or cost estimates
- Providing GIS mapping, data analysis, benefit-cost analysis, or visual materials
- Supporting multi-jurisdictional applications, grant efforts, or regional coordination activities
- Preparing award nominations or non-grant proposals
- Performing any additional tasks necessary to advance SBCTA/SBCOG grant initiatives

Deliverables:

- Grant workshops and training materials
- Recorded post-award training sessions
- Project readiness assessment summaries
- Preliminary scopes of work or cost estimate support
- Materials supporting regional grant coordination

Task 8. Additional Services

In addition to the tasks and deliverables described herein, the Consultant may be required to perform other related grant writing, grant management, coordination, or advisory services that are consistent with the intent of this Scope of Work and necessary to support SBCTA and SBCOG Grant Support Process Program Guidelines, Grant Funding Needs Assessment, and overall grant strategy, subject to authorization by SBCTA and/or SBCOG.

EXHIBIT B

COMPENSATION SUMMARY

EXHIBIT "B"
COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
NCB Incorporated	To provide Grant Writing and Grant Management Services to SBCTA/SBCOG	\$ 500,000.00
<i>Sub Consultants:</i>		
	None	
TOTAL COSTS		\$ 500,000.00

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

Additional Information

GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2026

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

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

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
S RTP	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

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