

**AGENDA**  
**Board of Directors Meeting**  
**March 1, 2023**

**\*\*\*\*\*Start Time: 10:00 a.m. (CLOSED SESSION)\*\*\*\*\***  
**1170 W. 3rd Street, San Bernardino, CA 92410, 2<sup>nd</sup> Fl. (The Super Chief)**

**\*\*Convene Regular Meeting immediately following Closed Session\*\***

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

**TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:**

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

**Board of Directors**

**President**

Art Bishop, Council Member  
*Town of Apple Valley*

**Vice-President**

Dawn Rowe, Supervisor  
*County of San Bernardino*

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

Paul Courtney, Mayor  
*City of Barstow*

Rick Herrick, Council Member  
*City of Big Bear Lake*

Eunice Ulloa, Mayor  
*City of Chino*

Ray Marquez, Council Member  
*City of Chino Hills*

Frank Navarro, Mayor  
*City of Colton*

Acquanetta Warren, Mayor  
*City of Fontana*

Sylvia Robles, Council Member  
*City of Grand Terrace*

Rebekah Swanson, Council Member  
*City of Hesperia*

Larry McCallon, Mayor  
*City of Highland*

Rhodes "Dusty" Rigby, Council Member  
*City of Loma Linda*

John Dutrey, Mayor  
*City of Montclair*

Janet Jernigan, Mayor  
*City of Needles*

Alan Wapner, Council Member  
*City of Ontario*

L. Dennis Michael, Mayor  
*City of Rancho Cucamonga*

Paul Barich, Mayor Pro Tem  
*City of Redlands*

Deborah Robertson, Mayor  
*City of Rialto*

Helen Tran, Mayor  
*City of San Bernardino*

Joel Klink, Council Member  
*City of Twentynine Palms*

Rudy Zuniga, Council Member  
*City of Upland*

Debra Jones, Mayor  
*City of Victorville*

Bobby Duncan, Mayor Pro Tem  
*City of Yucaipa*

Rick Denison, Mayor  
*Town of Yucca Valley*

Paul Cook, Supervisor  
*County of San Bernardino*

Jesse Armendarez, Supervisor  
*County of San Bernardino*

Curt Hagman, Supervisor  
*County of San Bernardino*

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

Catalino Pining, Caltrans  
*Ex-Officio Member*

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

**AGENDA**

**Board of Directors**

**March 1, 2023**

**\*\*\*10:00 a.m. (CLOSED SESSION)\*\*\***

**1170 W. 3rd St., 2<sup>nd</sup> Fl. (The Super Chief)**

**San Bernardino, CA**

**CLOSED SESSION**

**1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9(d)(1) -- 4 cases

- a. SBCTA--In re: Lumbermen's Mutual Casualty Company, In Liquidation*  
Office of Special Deputy Receiver, Docket No. 12 CH 24227  
Circuit Court of Cook County, Illinois
- b. SBCTA--Daniel Hayler, Leticia Hayler v SBCTA*  
U.S. District Court, Central District of California, Case No. 5:19-cv-02469-CJC-SP
- c. SBCTA--Pulice Construction, Inc. v. SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVDS 2020473
- d. SBCTA--SBCTA v. The Lane-Security Paving Joint Venture*  
San Bernardino Superior Court Case No. (Pending)

**2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

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

SBCTA/SBCOG--Claims filed by Britnee Florez, Christopher Florez, and Gilber Florez  
*Based on existing facts and circumstances there is a significant exposure to litigation.*

**\*\*Convene Regular Meeting immediately following Closed Session\*\***

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

**TELECONFERENCING WILL BE AVAILIABLE AT THE FOLLOWIGN LOCATION:**

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

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

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



## **CALL TO ORDER**

(Meeting Chaired by Art Bishop)

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

Pg. 19

### **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. 20

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.**

## **CONSENT CALENDAR**

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

### **Consent - Administrative Matters**

#### **2. December 2022 and January 2023 Procurement Report**

Pg. 33

Receive the December 2022 and January 2023 Procurement Report.

**Presenter: Beatriz Valdez**

**This item was received by the General Policy Committee on February 08, 2023.**

#### **3. Budget to Actual Report for Second Quarter Ending December 31, 2022**

Pg. 44

Receive and file Budget to Actual Report for the second quarter ending December 31, 2022.

**Presenter: Lisa Lazzar**

**This item was received by the General Policy Committee on February 8, 2023.**

#### **4. Measure I Revenue**

Pg. 55

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

**Presenter: Lisa Lazzar**

**This item was received by the General Policy Committee on February 8, 2023.**

- 5. Measure I Revenue Estimate for Fiscal Year 2023/2024 Allocation Planning** Pg. 57
- That the Board, acting as the San Bernardino County Transportation Authority:
- Approve a Measure I 2010-2040 revenue estimate of \$257 million for Fiscal Year 2023/2024 and the revenue distribution by subarea in Table 2 for purposes of allocation planning for Fiscal Year 2023/2024.
- Presenter: Lisa Lazzar**
- This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023.**
- 6. Contract No. 23-1002833 for Financial Advisory Services and Development of an Operations Model for Toll Operations** Pg. 60
- That the Board of Directors, acting as the San Bernardino County Transportation Authority:
- Approve Contract No. 23-1002833 in the amount of \$71,125 with PFM Financial Advisors, LLC to provide Financial Advisory Services and create a financial model for toll operations for an initial term through March 1, 2026 and two (2) one-year option terms.
- Presenter: Hilda Flores**
- This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.**
- 7. Appointment to the Independent Taxpayer Oversight Committee** Pg. 91
- That the Board, acting as the San Bernardino County Transportation Authority:
- Approve the appointment of Patrick Morris to the Independent Taxpayer Oversight Committee, with a term ending March 1, 2025.
- Presenter: Hilda Flores**
- This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023. The Executive Board reviewed and approved the applicant's appointment to the ITOC on January 5, 2023.**
- 8. Board Presidential Appointments** Pg. 93
- A. Note the presidential appointment for Mayor Helen Tran, City of San Bernardino, to serve on the Southern California Association of Governments (SCAG) Community, Economic, and Human Development Committee.
- B. Note the presidential appointment for Mayor Helen Tran, City of San Bernardino, to serve on the Emerging Technology Ad Hoc Committee.
- Presenter: Marleana Roman**
- This item has not received prior policy committee or technical advisory committee review.**

## **Consent - Air Quality/Traveler Services**

### **9. Award Freeway Service Patrol Technical Support Services Contract No. 22-1002818**

Pg. 94

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

Award Contract No. 22-1002818 to Bernard Arroyo, a Sole Proprietor, for Freeway Service Patrol Technical Support Services, for a five-year term, from April 1, 2023 through March 31, 2028 for a not-to-exceed amount of \$206,437.50.

**Presenter: Cheryl Wilson**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.**

## **Consent - Project Delivery**

### **10. Amendment No. 1 to Contract No. 18-1001811 with Dynamic Engineering Services Inc. for Construction Management Services for the State Route 60 Central Avenue Interchange Project**

Pg. 126

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

A. Approve an exception to the Procurement and Special Risk Assessment Policy No. 11000 and extend the termination date of Contract No. 18-1001811 with Dynamic Engineering Services, Inc. (DESI), to October 4, 2024, which is approximately 18 months beyond the 5-year maximum term outlined in Policy No. 11000.

B. Approve Amendment No. 1 to Contract No. 18-1001811 to extend the contract termination date to October 4, 2024, to allow DESI sufficient time to perform inspections during the one-year plant establishment period and support closeout activities.

**Presenter: Kristi Harris**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.**

### **11. Interstate 10 Corridor Contract 2 - Right-of-Way Appraisals and Offers**

Pg. 131

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

A. Authorize staff to complete appraisal of properties identified in Table A and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the Interstate 10 Corridor Freight and Express Lanes Project - Contract 2; and

B. Authorize the Director of Project Delivery to add or remove parcels in Table A, as deemed necessary for the Project.

**Presenter: Sal Chavez**

**This item was reviewed and recommended for approval (16-0-1; abstained Hagman) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023.**

**12. Interstate 10 Corridor Contract 2 - Contract Task Order No. 15 to Contract No. 18-1001909 for Right-of-Way Services** Pg. 136

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

Approve Contract Task Order (CTO) No. 15 to Contract No. 18-1001909 in the amount of \$909,829.30 for Right-of-Way Services for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2, to Overland Pacific and Cutler, Inc.

**Presenter: Sal Chavez**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA Procurement Manager and Risk Manager have reviewed this item and the draft CTO.**

**13. Interstate 10 Corridor Contract I - Amendment No. 4 to Cooperative Agreement No. 17-1001736 for Design Build and Program Budget and Funding Plan Update** Pg. 149

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

A. Approve Interstate 10 Contract 1 Program Budget and Funding Updates shown within Table 1 as of February 2023, increasing the project budget by \$5.8 million, from \$943.1 million to \$948.9 million.

B. Allocate \$5.8 million in federal formula Surface Transportation Block Grant Program (STP) funds for the project.

C. Approve Amendment No. 4 to Cooperative Agreement No. 17-1001736 with California Department of Transportation for the Design-Build and Right-of-Way phases, increasing the funding by \$5.8 million using STP funds, for the construction phase, for a total of \$134,855,718; and authorize the Executive Director, or his designee, to execute the amendment upon approval as to form by SBCTA General Counsel.

**Presenter: Henry Stultz**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.**

**14. Agreement No. 23-1002854 for Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services** Pg. 160

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

A. Approve Agreement No. 23-1002854 with the City of Irvine Police Department for SBCTA Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services, for an amount not-to-exceed \$30,000, for a five-year term with one (1) five-year option to extend and waive the five-year maximum contract term as stipulated in the SBCTA Contracting and Procurement Policy No. 11000.

B. Approve contingency for Agreement No. 23-1002854 in an amount not-to-exceed \$3,000 over the initial five-year term and an additional \$3,600 over the five-year option term and authorize the Executive Director, or his designee, to release contingency as necessary for SBCTA Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services.

Agenda Item 14 cont.

C. Authorize the Executive Director, or his designee, to exercise a five-year term extension option in an amount not-to-exceed \$36,000 for years six to ten.

**Presenter: Philip Chu**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft agreement.**

**15. Interstate 10 Corridor Contract 2: Right-of-Way Cooperative Agreement No. 23-1002935** Pg. 171

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

Approve Cooperative Agreement No. 23-1002935 with the California Department of Transportation (Caltrans) for the Right-of-Way phase for the Interstate 10 Corridor Freight and Express Lanes Project - Contract 2, wherein SBCTA will reimburse Caltrans up to \$200,000 for oversight services payable from Measure I funds, and authorize the Executive Director, or his designee, to finalize and execute the Agreement upon General Counsel final approval as to form.

**Presenter: Sal Chavez**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.**

**Consent - Regional/Subregional Planning**

**16. Highland/Redlands Regional Connector Project Modifications** Pg. 198

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

Approve the following actions related to Fiscal Year 2015/2016 Transportation Development Act (TDA) Article 3 funds awarded to the City of Highland for the Highland/Redlands Regional Connector Project (Project):

A. Reallocate \$565,529 from construction to pre-construction.

B. Approve a scope change from construction to pre-construction.

C. Rescind the City of Redlands Fiscal Year 2019/2020 TDA Article 3 award in the amount of \$157,934 (allocation L20-0702-0746-00).

D. Separate the ~~4.7~~ **5.25**-mile Project into three (3) separate projects including:

a. North (~~1.5~~ **1.55** miles)

b. Gap (~~2.45~~ **2.85** miles)

c. South (~~0.75~~ **0.85** miles)

E. Authorize SBCTA staff to prepare the Gap Project for possible funding through the Active Transportation Program Cycle 7 by reopening the Incidental Take Permit with California Department of Fish and Wildlife and allocate \$200,000 from the TDA Article 3 funds for the effort.

F. Allocate Federal Carbon Reduction Program (CRP) funding in the amount not-to-exceed \$701,913 to the City of Highland, with a \$150,287 (or 17.64% if the total comes in under budget) local match, for the North Project.

Agenda Item 16 cont.

G. Allocate Federal CRP funding in the amount not-to-exceed \$677,340 to the City of Redlands, with a \$75,260 (or 10% if the total comes in under budget) local contribution, for the South Project.

**Presenter: Ginger Koblasz**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023.**

**17. San Bernardino County Transportation Authority Carbon Reduction Program Funding Strategy** Pg. 205

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

Approve the preliminary Carbon Reduction Program (CRP) project list included in the item as the initial projects to be funded under the CRP, subject to eligibility approval by Southern California Association of Governments and the California Department of Transportation, and authorize staff to coordinate with local agency staff on finalizing the project scope, schedule, and funding for final approval by the SBCTA Board of Directors on a project by project basis.

**Presenter: Josh Lee**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023.**

**18. State Route 18 Corridor Study - US 395 to Los Angeles County** Pg. 208

Receive information on the State Route 18/138 Corridor Study from US 395 to Los Angeles County.

**Presenter: Steve Smith**

**This item was received by the Mountain/Desert Policy Committee on February 17, 2023. An overview of the study was provided to the Transportation Technical Advisory Committee (TTAC), which includes local jurisdiction representatives from the Victor Valley, at the August 1, 2022 meeting.**

**19. Funding Agreement for Cucamonga Station/Milliken Avenue Traffic Study** Pg. 212

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

A. Approve Funding Agreement No. 23-1002948 between SBCTA and the City of Rancho Cucamonga (City) with SBCTA contributing \$200,000 in Measure I Valley Transportation Management Systems (TMS) Program funds to the City for the purpose of preparing the Cucamonga Station/Milliken Avenue Traffic Study.

B. Amend the Fiscal Year 2022/2023 budget to increase Task No. 0404 by \$200,000 in Measure I Valley TMS Program funds to fund the SBCTA contribution to the City of Rancho Cucamonga for preparing the Cucamonga Station/Milliken Avenue Traffic Study.

**Presenter: Steve Smith**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro valley Study Session on February 9, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.**

## **Consent - Transit**

### **20. Bi-Annual Fiscal Year 2022/2023 Railroad Right-of-Way Grants of Right of Use Report** Pg. 223

Receive and file the first half of Fiscal Year 2022/2023 (July through December 2022) Right-of-Way Grants of Right of Use Report.

**Presenter: Ryan Aschenbrenner**

**This item was received by the Transit Committee on February 9, 2023.**

### **21. Amendment No. 6 to Contract No. 17-1001587 with SCRRA for the RPRP** Pg. 225

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

Approve Amendment No. 6 to Contract No. 17-1001587 with the Southern California Regional Rail Authority, for the Redlands Passenger Rail Project close-out services, increasing the contract amount by \$814,129, to be funded with a new allocation of Measure I Valley Rail funds, for a new not-to-exceed amount of \$18,107,680.40.

**Presenter: Victor Lopez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.**

### **22. Redlands Passenger Rail Project - Contingency Increase to Construction Contract No. 17-001705** Pg.234

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

A. Approve an increase in contingency for Contract No. 17-1001705 with Flatiron West, Inc. for the Redlands Passenger Rail Project mainline construction by \$1,500,000.00, increasing it from \$23,134,814.59 to \$24,634,814.59, and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

B. Approve a Fiscal Year 2022/2023 Budget Amendment, increasing Task 0315, Transit Capital, by \$1,500,000 in Measure I Valley Metrolink/Rail Service Funds.

**Presenter: Victor Lopez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023. SBCTA Procurement Manager and Risk Manager have reviewed this item.**

### **23. Right-of-Way Acquisition Property Updates** Pg. 237

Receive and file the updated list of Right-of-Way property acquisitions for the Transit and Rail Department projects, which includes changes to the Board of Directors' authorized property list and provides the current listing of San Bernardino County Transportation Authority Transit and Rail Programs Eminent Domain actions.

**Presenter: Joy Buenaflor**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023.**

- 24. City of San Bernardino Storm Water Maintenance Agreement No. 23-1002838** Pg. 258

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

Approve Agreement No. 23-1002838 with the City of San Bernardino for the maintenance of storm water treatment devices installed as part of the Redlands Passenger Rail Project Rail Storage & Maintenance Facility.

**Presenter: Victor Lopez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.**

- 25. San Bernardino County Quarterly Multimodal Update Fiscal Year 2022/23 First Quarter.** Pg. 280

Receive and file the First Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2022/2023.

**Presenter: Rebekah Soto**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023.**

### **Consent - Council of Governments**

- 26. Fiscal Year 2023/2024 SBCOG Budget Assessment Dues** Pg. 308

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

Adopt the SBCOG Fiscal Year 2023/2024 mandatory assessments and additional mandatory obligations.

**Presenter: Lisa Lazzar**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023.**

- 27. New Program & Task for Council of Governments for Fiscal Year 2022/2023** Pg. 310

That the Board, acting as the San Bernardino Associated Governments:

A. Approve the creation of new Program No. 25 and Task No. 0511 for Council of Governments commencing in Fiscal Year 2022/2023.

B. Approve moving budget from Program No. 10, Task No. 0111 to new Program No. 25 Task No. 0511, in the amount of \$924,020 for Inland Regional Energy Network with no other changes to the Fiscal Year 2022/2023 Budget.

**Presenter: Hilda Flores**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023.**



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

### **28. Programming of Federal Formula Funds in Response to Corrective Action**

Pg. 311

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

Approve projects for programming of Federal Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement Program funds in Fiscal Years 2022/2023 through 2025/2026 in response to the Corrective Action required by Southern California Association of Governments, and authorize staff to make adjustments as necessary to the programmed amounts on the listed projects to maximize programming to the funds available.

**Presenter: Andrea Zureick**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on February 17, 2023.**

### **29. Fiscal Year 2022/2023 Low Carbon Transit Operations Program Apportionment - Population Share**

Pg. 316

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

A. Approve a Low Carbon Transit Operations Program - Population Share Apportionment for Fiscal Year 2022/2023 of \$5,338,388 to be apportioned to the Valley and the Mountain/Desert areas based on the 2022 California Department of Finance Population Data as follows:

- i. Valley Fiscal Year 2022/2023 Apportionment: \$3,866,483
- ii. Mountain/Desert Fiscal Year 2022/2023 Apportionment: \$1,471,905

**Presenter: James Mejia**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023.**

### **30. Fiscal Year 2023/2024 State of Good Repair Program Apportionment**

Pg. 319

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

A. Approve a State of Good Repair – Population Share Apportionment for Fiscal Year (FY) 2023/2024 of \$3,539,505 to be apportioned to the Valley and the Mountain/Desert areas, based on the population estimates approved by the San Bernardino County Transportation Authority Board of Directors in July 2022, as follows:

- i. Valley FY 2023/2024 Apportionment: \$2,563,589
- ii. Mountain/Desert FY 2023/2024 Apportionment: \$975,916

B. Authorize staff to release State of Good Repair - Operator Share funds received in excess of the allocated amount to operators as the funds are received.

**Presenter: James Mejia**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023. On February 9, 2023, the SCO published a reissuance of the FY 2023/2024 SGR estimates for the SGR-Operator Share, which are noted in bold in the item and do not affect the action taken by the Transit Committee.**

**31. Local Transportation Fund Apportionment for Fiscal Year 2023/2024**

Pg. 322

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

A. Maintain Fiscal Year (FY) 2022/2023 Local Transportation Fund apportionment of \$188,144,583, as approved by the Board of Directors (Board) on March 2, 2022.

B. Approve a FY 2023/2024 Fund Reserve of \$15,015,783, representing 10% of the estimated annual revenues for unexpected financial need per Policy No. 31010.

C. Approve a Local Transportation Fund estimated apportionment of \$182,615,139 for FY 2023/2024 as detailed in Attachment A, based on \$150,157,833 in estimated receipts plus a carryover of \$34,104,506 from actual revenue and interest received in FY 2021/2022 over the estimate the Board approved on March 2, 2021, the return of the unused FY 2022/2023 Fund Reserves, less the Fund Reserves in Recommendation B.

**Presenter: Brianna Martinez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023.**

**32. State Transit Assistance Fund-Population Share Apportionment for Fiscal Year 2023/2024**

Pg. 326

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

Approve a State Transit Assistance Fund-Population Share Apportionment for Fiscal Year 2023/2024 of \$26,103,518 based on the State Controller's Office estimate on January 31, 2023, to be apportioned \$22,284,689 to the Valley and \$8,483,408 to the Mountain/Desert areas based on the population estimates approved by the San Bernardino County Transportation Authority Board of Directors in July 2022.

**Presenter: Brianna Martinez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023. On February 9, 2023, the SCO published a reissuance of the FY 2023/2024 STA estimates for the STA-Op Share, which are noted in bold in the item and do not affect the action taken by the Transit Committee.**

**Consent - Legislative/Public Outreach**

**33. State Legislative Update**

Pg. 329

Receive the February 2023 State Legislative Update.

**Presenter: Otis Greer**

**This item was received by the Legislative Policy Committee on February 8, 2023.**

**34. Federal Legislative Update**

Pg. 341

Receive the February 2023 Federal Legislative Update.

**Presenter: Otis Greer**

**This item was received by the Legislative Policy Committee on February 8, 2023.**

**Consent Calendar Items Pulled for Discussion**

**Items removed from the Consent Calendar shall be taken under this item in the order they were presented on the agenda.**

## **DISCUSSION ITEMS**

### **Discussion - Legislative/Public Outreach**

#### **35. Update from California State Treasurer Fiona Ma**

Pg. 343

Receive and file an update from California State Treasurer Fiona Ma.

**Presenter: Otis Greer**

**This item has not received prior policy committee or technical advisory committee review.**

### **Discussion - Administrative Matters**

#### **36. Appoint Alternate for SCAG General Assembly**

Pg. 344

Appoint Mayor John Dutrey, City of Montclair, to serve as the Alternate for Southern California Association of Governments' Annual 2023 Regional Conference and General Assembly.

**Presenter: Marleana Roman**

**This item has not received prior policy committee or technical advisory committee review.**

### **Discussion - Project Delivery**

#### **37. Resolution No. 23-038 Authorizing Section 190 Fund Allocation Request for Cedar Avenue Railroad Overhead Bridge**

Pg. 345

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

Approve Resolution No. 23-038, authorizing the filing of an application to the California Department of Transportation for a \$5 million allocation from the Grade Separation Fund by the California Transportation Commission for the Cedar Avenue Railroad Overhead Bridge reconstruction project.

**Presenter: Sal Chavez**

**This item has not received prior policy committee or technical advisory committee review.**

#### **38. Sole Source Contract No. 23-1002956 with Theodora Oringer for Legal Representation related to Contractor Claims/Litigation**

Pg. 349

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

A. Approve **Sole Source** Contract No. 23-1002956 with Theodora Oringer, P.C., in the not-to-exceed amount of \$650,000, for the period of March 1, 2023 through February 28, 2028, to be funded with Measure I Valley Freeway Program funds, for representation regarding Interstate 10 Contract 1 contractor claims and litigation.

B. Find it in the best interest of the agency to Contract with Theodora Oringer, P.C. without a competitive process in light of the firm's unique qualifications and demonstrated experience in handling similar matters.

**Presenter: Henry Stultz**

**This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel, Risk Manager and Procurement have reviewed this item and the draft contract.**

## **Discussion - Council of Governments**

### **39. Proposed Amendment to SBCOG Bylaws Regarding Stipends**

Pg. 375

That the Board, acting as the San Bernardino Associated Governments:

Review and provide comments on a proposed amendment to Article IV, Section E, of the San Bernardino Associated Governments Bylaws, which would allow the Board of Directors to receive stipends for attending to the business of SANBAG, in addition to attending regular meetings of the Board.

**Presenter: Julianna Tillquist**

**This item was reviewed and unanimously recommended to advance to this Board introduction by the General Policy Committee on February 8, 2023. SBCTA General Counsel has reviewed this item and the proposed amendment to the Bylaws.**

### **40. San Bernardino Regional Housing Trust**

Pg. 390

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

Authorize staff to initiate the process of establishing the San Bernardino Regional Housing Trust, including the process of establishing a new Joint Powers Authority, upon receipt of award of Regional Early Action Planning 2.0 funds.

**Presenter: Monique Reza-Arellano**

**This item was deferred by the Board of Directors Metro Valley Study Session on December 15, 2022 and instead recommended that the Board of Directors create an Ad Hoc Committee. This item was received by the Mountain/Desert Policy Committee on December 16, 2022. On January 4, 2023, the Board of Directors created an Ad Hoc Committee to review staff's recommendation, and the Ad Hoc Committee of the Board of Directors met and confirmed staff's recommendation on January 23, 2023.**

## **Public Comment**

**Brief Comments from the General Public**

## **Comments from Board Members**

**Brief Comments from Board Members**

## **Executive Directors Comments**

**Brief Comments from the Executive Director**

## **ADJOURNMENT**

## **Additional Information**

Attendance

Pg. 564

Acronym List

Pg. 566

## **Agency Reports**

Mobile Source Air Pollution Reduction Review Committee Agency Report

Pg. 568

## **Committee Membership**

Representatives on SCAG Committees

Pg. 571

Appointments to External Agencies

Pg. 572

Committee Membership

Pg. 574

## **Mission Statement**

Mission Statement

Pg. 580

## 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** - The meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

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

**Agenda Actions** – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors or unanimous vote of members present 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 Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may 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 wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address 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 Chair 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. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board’s authority. Matters raised under “Public Comment” may not be acted upon at that meeting. “Public Testimony on any Item” still applies.

**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 Chair 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 Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. 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. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- 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.

### **The Vote as specified in the 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. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

### **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 maker of the original motion is asked if he or she would like to amend his or her 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 require deviation from general practice.
- 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*





# Important Dates to Remember...

## March 2023

**SBCTA Meetings – Cancelled: None**

### SBCTA Meetings – Scheduled:

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

### Other Meetings/Events:

None			
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Communication: Calendar of Events (Announcements)

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

## ***Minute Action***

### AGENDA ITEM: 1

***Date:*** March 1, 2023

***Subject:***

Information Relative to Possible Conflict of Interest

***Recommendation:***

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

***Background:***

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

Item No.	Contract No.	Principals & Agents	Subcontractors
6	23-1002833	PFM Financial Advisors, LLC <i>Peter Shellenberger, Managing Director</i>	None
7	N/A	Patrick Morris	None
9	22-1002818	Bernard Arroyo, a Sole Proprietor <i>Bernard Arroyo</i>	None
10	18-1001811-01	Dynamic Engineering Services, Inc. <i>Chia-Chi Wang</i>	David Evans and Associates, Inc. Transystems Corporation Twining, Inc. ZT Consulting Group, Inc.

Item No. 11 - I- 10 Corridor Contract 2 - Right-of-Way Appraisals and Offers	
APN#	Principals & Agents
023-805-246	Shea Center Ontario
023-805-246	Shea Center Ontario
023-805-244	Shea Center Ontario
023-805-253	VID Enterprises LCC
023-601-110	Southern Pacific Railroad Company
023-603-114	Southern Pacific Railroad Company
023-603-115	Southern Pacific Railroad Company
023-604-125	Southern Pacific Railroad Company
025-114-127	Southern Pacific Railroad Company
025-114-114	Southern Pacific Railroad Company
025-422-111	Southern Pacific Railroad Company
025-324-214	Southern Pacific Railroad Company
025-424-114	Southern Pacific Railroad Company

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

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025-424-106	Southern Pacific Railroad Company
013-221-104	Southern Pacific Railroad Company
025-416-101	Southern Pacific Railroad Company
023-805-139	Pancal Ontario Phase Two 255 LLC
023-805-140	Pancal Ontario Phase Two 255 LLC
N/A	City of Ontario
023-425-218	Starlite Mgmt-III LP
023-425-202	David Dominguez Hooper
023-425-203	Armando Villa
023-425-204	Gustavo De La Cruz
023-425-205	Parham Ghodsi
023-425-206	Mushegain Indust Prop LP
023-425-207	Romero Abele A.
023-425-208	Julie Marie Trinh
023-425-209	Louie A. Sierr
023-425-210	Isidro Mendoza
023-425-214	Uriel Iraheta
023-425-213	Lizbeth Jeanette Godina
023-425-217	Kal Freight Inc
023-517-226	Rosa Fernandez
023-517-217	J. Refugio Esparza
023-517-218	Starlite Management
023-517-010	Lupita Garci
023-517-019	Jose A. Lomeli
023-517-020	14997 Washington LLC
023-517-014	14997 Washington LLC
023-517-015	Hugo Cesar Rodriguez Saldana
023-517-024	Barbara Yescas
023-517-025	Barbara Yescas
023-517-022	Barbara Yescas
023-517-023	Gustavo De La Cruz
023-517-009	Gustavo De La Cruz
023-517-008	Sabrenda L. Gutierrez
023-517-001	Fernando Yanez Sr Family Living Trust
023-518-214	Edmundo Beltran Cazarez
023-518-215	Edmundo Beltran Cazarez
023-518-211	Elizebeth Espinoza
023-518-210	Arnoldo Espinoza
023-518-207	David Ayala
023-518-206	Santi Trust
023-518-205	Leo B. Galvan
023-518-204	Joseph G. McLoughlin Living Trust
023-518-203	Joseph G. McLoughlin Living Trust
023-518-213	Mario A. Benitez
023-521-113	IPT Valley Logistics Center LLC

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025-113-214	Duncan T. Bush
025-113-208	Andres Garcia
025-116-207	Baltimore N. Diaz
025-120-104	Valencia Gateway Retail IV LLC
025-121-119	Extra Space Properties Forty LLC
025-121-121	Sierra ME LLC
025-221-102	Villa Fontana Mobiles Estates LLC
025-211-130	Bell Plaza LLC
025-212-116	Vataylor LLC
025-214-201	Carlos Garcia
025-214-205	ATHSP LLC
025-214-206	ATHSP LLC
025-214-244	Leon R. Rodarte Sr
025-214-245	Arlon Transportation LLC
025-214-237	Felipe Cardenas
025-214-234	Felipe Cardenas
025-214-235	RJL Revocable Living Trust
025-214-210	Pedro P. Custodio
025-214-209	Pedro P. Custodio
025-214-211	Cid Family Trust
025-214-212	Cid Family Trust
025-214-248	Juan Palacious
025-214-241	Kamol Kamilovich Abduvahabov
025-214-240	Pena Brothers LLC
025-214-233	Vera G. Reichert
025-214-238	Julio C. Robles
025-214-239	Julio C. Robles
025-214-227	Erasmus Robles
025-214-228	Erwin Weinhart
025-214-229	Erwin Weinhart
025-214-230	Everardo Cortez Revocable Living Trust
025-214-219	Ruben Zepeda Caballero
025-214-220	Dennis L. Frogge Living Trust
025-214-221	Anania Furdui
025-214-222	Anania Furdui
025-116-116	Eliodoro Gutierrez
025-216-115	Aaron Arellano
013-221-111	William Kalmikov
013-221-108	William Kalmikov

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Item No.	Contract No.	Principals & Agents	Subcontractors
12	18-1001909	Overland Pacific and Cutler, Inc. <i>Mark La Bonte</i>	David Evans Associates Desmond, Marcello & Amster LLC Donna Desmond Associates Coast Surveying, Inc Converse Consultants Hennessey & Hennessey LLC Hodges Lacey & Associates Psomas SCS Engineers
13	17-1001736-04	California Department of Transportation	None
14	23-1002854	City of Irvine Police Department	None
15	23-1002935	California Department of Transportation	None
16	N/A	City of Highland City of Redlands	None
19	23-1002948	City of Rancho Cucamonga	None
21	17-1001587	Southern California Regional Rail Authority	None
22	17-1001705	Flatiron West, Inc. <i>Dale A. Nelson</i>	All American Asphalt Hayward Baker, Inc. Pacific Steel Group Southwest V-Ditch, Inc. Schuff Steel Company Paramount Metal Supply Perimeter Security Group Alcorn Fence Company BC Traffic Specialist Select Electric, Inc. Mass Electric Const. Co. R. Dugan Construction, Inc. Rock Structures

## Board of Directors Agenda Item

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22 cont.			Advanced Geosolutions, Inc. Veolia Transportation Maintenance and Infrastructure
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<b>Item No. 23 – ROW Property Updates</b>	
<b>APN#</b>	<b>Principals &amp; Agents</b>
0110-061-01	DE VAZQUEZ, ELODIS MUNOZ
0110-061-04	SALHAB, FAYEK
0110-061-18	SALHAB, FAYEK J
0110-071-02	SHIH, SEN M
0110-071-06	AMERICAN WEST REGIONAL CENTER LLC
0110-071-07	AMERICAN WEST REGIONAL CENTER LLC
0110-072-10	GRABOWSKI, PATRICK F
0110-072-11	GRABOWSKI, PATRICK F (Comet Trailer Park)
0110-111-10	ROWLANDS PROPERTIES
0110-121-05	MATLOCK LIVING TRUST 1997 4-2-97
0110-121-08	BEACON GROUP INC, THE
0110-121-09	BEACON GROUP INC, THE
0110-121-10	BEACON GROUP INC, THE
0110-131-06	PANNONE PROPERTIES LLC
0110-131-07	PANNONE PROPERTIES LLC
0110-131-08	PANNONE PROPERTIES LLC
0110-131-09	JAUREGUI, FRANCISCO
0110-131-13	LA COMMARE, JAMES AND JOSEPHINE TR
1010-491-02	PAYMASTER ASHWIN C
1010-491-03	MAHDAVI AMIR
1010-491-16	HAGEN JHON D
1010-522-17	SARINANA, LARRY
1010-543-01	CUCCUIA FRANK J FAMILY TRUST
1010-543-02	CUCCUIA FRANK J FAMILY TRUST
1010-543-03	CUCCUIA FRANK J FAMILY TRUST
1010-543-04	NASH MOTOR LLC
1010-543-05	RYAN, E & R MARITAL TRUST 3-31-86
1010-543-06	RYAN, E & R MARITAL TRUST 3-31-86
1010-543-07	ROSE-IN-BLOOM INC
1010-543-09	ROBINSON, LINDA
1010-543-10	CHAROLET, CESAR
1010-543-11	CHAROLET, CESAR
1010-543-12	CAMPIO, EARL
1010-543-13	JUAREZ FAMILY 2005 REV TR 9-23-05
1010-543-14	JUAREZ FAMILY 2005 REV TR 9-23-05
1010-543-32	GRIMES, ELIZABETH TRUST
1010-552-05	DOWNEY BRAD

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1010-552-06	MUNUGALA, BHASKARA
1010-552-07	JAFARARIN, AMIN
1010-552-11	GONZALEZ, ALBERTO
1010-552-12	SOLANKI, GIRISH
1010-552-13	SOLANKI, GIRISH
1010-552-14	MALAGON, SYLVERIO
1010-552-15	MALAGON, SYLVERIO
1010-552-32	JUAREZ, ALBINO
1010-552-33	JUAREZ, ALBINO
1010-552-34	JUAREZ, ALBINO
1010-552-37	JAFARARIN, AMIN
1010-552-38	NABHAN, MAJED
1011-111-04	UTR HOLT BENSON LLC
1011-111-05	HOLT INVESTMENT LLC
1011-111-18	ASTFALK ROY DALE TR
1011-111-20	LIN, SHINN LIANG
1011-111-21	UTR HOLT BENSON LLC
1011-121-02	JAUGERUI TRINIDAD
1011-121-13	HARDEN WILLIAMS
1011-121-17	PIRSEH LLC
1011-121-18	PIRSEH LLC
1011-121-22	ONTARIO ICE SKATING CENTER INC
1011-121-24	JABER FAMILY TRUST
1011-121-26	DEWEY GROUP LP
1011-121-21	BUX KARIM
1011-132-07	PAINT BUCKET INC
1011-132-08	YAVELAK, DUANE & SHIRLEY FAM REV LIV
1011-132-09	YAVELAK FAMILY REVOC LIVING TRUST
1011-132-10	FERNANDEZ FAMILY TRUST 3/2/15
1011-132-11	FERNANDEZ FAMILY TRUST 3/2/15
1011-132-12	VOLM, ROBERT W
1011-141-06	NRP DEVELOPMENT, INC
1011-141-07	GRACE PROPERTY MANAGEMENT LLC
1011-141-11	SHORT, WILLIAM S & AUDREE L
1011-141-13	SHORT, WILLIAM S
1011-141-16	DIBADJ, HAMID
1011-141-30	SHORT, WILLIAM S
1011-141-32	SILVERTON EXEMPT TRUST 3/13/07
1011-141-35	LIEU, KHANG BAO
1011-141-36	KAITZ, ROBERT M & BARBARA E 2001 FAM
1048-471-14	HARB, NADIM FAYEZ
1048-471-15	VALENCIA, BENJAMIN N
1048-471-15	JOYFUL NATIONS MINISTRIES
1048-471-22	JOYFUL NATIONS MINISTRIES
1048-471-23	PAMA IV PROPERTIES LP

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1048-471-24	SKY VILA MOBILE PARK
1048-481-01	SKY VILA MOBILE PARK
1048-481-02	TIRE ZONE LLC
1048-481-03	MILLER LIVING TRUST 3-3-87 - EST OF
1048-481-06	JIMENEZ JOSE
1048-481-07	PATEL, B FAMILY TRUST 2-13-91
1048-481-28	HARB, MAAN F
1048-481-29	HARB, MAAN F
1048-512-10	ALEMAN FAMILY TRUST 2014
1048-512-11	WAS765 LLC
1048-512-13	IMMANUEL PROPERTY
1048-512-14	AREC 8 LLC
1048-512-15	AREC 8 LLC
1048-512-16	CHAVEZ, YOLANDA
1048-512-17	AYALA, SALVADOR & MARIA C FAM TR 4/1
1048-512-18	HALSTEAD, FRANK E & MARIA E FAM TR 8
1048-512-19	CHAING, WILLIAM
1048-512-20	CHAING, WILLIAM
1048-512-21)	BIR, RAGHBIR S
1048-512-22)	BIR, RAGHBIR S
1048-512-28	LOZANO-ORTEGA
1048-522-08	OLIVOS, DANIEL & HEDDY FAM TR 07/31/
1048-522-09	ROSENBLUM, JERRY
1048-522-10	AVILA, RAUL
1048-522-11	BANK OF CALIFORNIA TR
1048-523-15	KB MAASS TRUST 2014
1048-523-16	ELIAS PROPERTIES LLC
1048-523-17	INIGUEZ, MANUEL V
1048-524-14	KIPPER, RONALD A
1048-524-15	KIPPER, RONALD A
1048-524-16	KIPPER, RONALD A
1048-524-17	TAWIL, ELIA REV TR 12/20/06
1048-525-16	SWERDLOFF, RONALD S
1048-525-17	COLLAZO, JOSE
1048-525-18	COLLAZO, JOSE
1048-525-20	CISNEROS, ISRAEL
1048-591-28	EL POLLO LOCO INC
1048-591-29	STATER 108 LLC
1048-591-30	HOLT-SAN ANTONIO LLC
1048-591-32	BAY CAL ONTARIO PARTNERS LLC
1048-604-13	MACK PARTNERS LLC
1048-604-14	RAMIREZ, CRISTOBAL
1048-604-15	AMINI, HAMID
1049-011-03	QUESADA, VICTORIA R TR
1049-011-04	REINA HOLDING COMPANY LLC

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1049-011-05	M & L CENTER LLC
1049-012-01	AMARO REVOCABLE FAMILY TRUST 2008
1049-012-02	KARPOUZIS LIVING TRUST
1049-012-24	KARPOUZIS LIVING TRUST 05/23/05
1049-021-03	CHIANG FAMILY TRUST 7-8-10
1049-021-04	CHIANG FAMILY TRUST 7-8-10
1049-021-28	DINGLE, WILLIAM T & ELIZABETH G (TRU
1049-021-29	KUO, JIINGLIN J
1049-063-01	NA, SUSAN TR
1049-063-02	CITY OF ONTARIO
1049-063-03	ROJAS, ALICIA FAMILY TRUST 12/15/08
1049-063-04	ROJAS, ALICIA FAMILY TRUST 12-15-08
1049-063-05	CARVALHO, JOAO R (LISA)
1049-065-11	B & G PLAZA
1049-066-02	BANH, PHUOC
1049-091-01	KIM, HEE C
1049-091-02	CRAITENBERGER FAMILY TRUST
1049-091-03	AYALCO, LLC
1049-091-04	ALMARAZ, JUDY FAMILY TRUST 6-3-08
1049-093-01	ALMARAZ, JUDY FAMILY TRUST 6-3-08
1049-093-02	ALMARAZ, JUDY FAMILY TRUST 6-3-08
1049-093-03	ALMARAZ, JUDY FAMILY TRUST 6-3-08
1049-093-04	ALMARAZ, JUDY FAMILY TRUST 6-3-08
1049-093-06	ALMARAZ, JUDY FAMILY TRUST 6-3-08
1049-093-07	ALMARAZ, JUDY FAMILY TRUST 6-3-08
1049-012-01	CHAVEZ, JAVIER H TR
1049-093-09	CHAVEZ, JAVIER H TR
1049-093-10	BELICHESKY-FILIPOVIC TRUST 6/23/06
1049-094-01	BELICHESKY-FILIPOVIC TRUST 6/23/06
1049-094-02	CAGLE FAMILY TRUST
1049-094-04	CAGLE FAMILY TRUST
1049-094-14	MILLER, DENYSE M
1049-101-04	ENRIQUEZ, GUY R NON EXEMPT TRUST
1049-101-05	KIM, HENRY C
1049-101-06	KIM, HENRY C
1049-101-07	LANDGRAVE, RAFAEL
1049-101-08	LEON, LINO
1049-101-09	GRIFFITH, ROGER A TR
1049-101-10	GRIFFITH, ROGER ALAN
1049-101-11	LEDESMA FAMILY TRUST 9-29-05
1049-101-12	RAULY'S TRUST 10/24/95
1049-101-13	RAULY'S TRUST 10/24/95
1049-101-14	RAULY'S TRUST 10/24/95
1049-101-15	LEDESMA, DANIEL E
1049-101-16	LEDESMA, DANIEL E

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1049-101-18	CHANG, AARON
1049-101-38	SEA PARTNERS LLC
1049-101-39	GOLDEN STATE ALLIANCE, LLC
1049-101-40	GOLDEN STATE ALLIANCE LLC
1049-131-02	GOLDEN STATE ALLIANCE LLC
1049-131-03	MALAGON, SYLVERIO
1049-131-04	YOO JUN SON FAMILY TRUST
1049-131-05	TREMAZI, MUHAMMAD S
1049-131-06	RELIANCE MOTORS LLC
1049-131-08	HADDAD, RAFFI
1049-131-13	RIVAS, JESUS
1049-131-14	BUSINESS OWNER
1049-131-15	GOLDEN STATE ALLIANCE LLC
1049-131-16	GROUP II AZUSA PROPERTIES
1049-131-18	1010 HOLT LLC
1049-131-20	HOLT HOLDINGS LLC
1010-552-04	HAGE FAMILY TRUST (9/24/1999)
1049-011-01	DURRITZAGUE 2003 REV TRUST A (6-18) 0 DURRITZAGUE 2003 REV TRUST B
1049-011-02	AREP TOWN CENTER ONTARIO LLC
1048-547-94	CHAO PO-HSIANG & CHANG TSAI C (SP-PO-TSIANG
1049-131-19	HUMPHREY, WILLIAM J; HUMPHREY, BEVERLY J
1101-312-28	ABMA JOHN THEODORE & E C FAM TR & TRU
1101-312-25	ONTARIO ICE SKATING CENTER INC
1011-121-05	TFF PROPERTIES LLC
8337-015-34	YINGCHUN LLC
8337-021-47	FAKHOURI, SAMYRA A
8326-024-41	FOUNTAIN OF LOVE CHRISTIAN CENTER INC
8323-016-21	HAN POMONA SQUARE LLC
8323-025-25	14255 ELLSWORTH STREET LLC
8326-026-29	MSW POMONA LLC
1100-921-17	POSEIDON ONTARIO AIRPORT PLAZA LLC
1104-311-11	AIRPORT GATEWAY PLAZA LLC
2102-040-02	AVERKIEFF STACEY LYNN LIVING TR (6/2); CHAVEZ MICHAEL
2102-113-33	STARBRIDGE (ONTARIO) INVESTMENT LLC
1090-531-03	RANCHO MALL LLC
0110-101-01	ROWLAND PROPERTIES
0110-081-?)	HOLT BLVD LLC
0110-081-03	HOLT BLVD LLC
0110-081-06	COMBEE, JOE H
0110-081-07	DITOMMASO, ANTHONY & BEVERLY LIV TR
0110-081-08	HOLT BLVD LLC

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0110-121-03	INTL ASSN OF MACH & AERO WORKERS D L
0110-111-11	OM LAXMI LLC
0110-111-12	OM LAXMI LLC
0110-072-08	415 VINEYARD LLC
0110-072-09	415 VINEYARD LLC
0110-072-16	7 SUMMIT PROPERTIES 2 LLC
0110-111-01	MATLOCK, THOMAS G & JUDITH L TRS
0110-111-02	1624 HOLT LLC
0110-111-03	1624 HOLT LLC
0110-111-06	GOODIN, R J FAMILY TRUST
0110-111-07	GOODIN, R J FAMILY TRUST
0110-111-08	GOODIN, R J FAMILY TRUST
0110-111-09	ROWLANDS PROPERTIES
0110-121-04	MATLOCK LIVING TRUST 1997 4-2-97
0110-072-25	UNITED STATES OF AMERICA
1009-493-11	4480 Holt Blvd Montclair Llc Kzmb Llc
1010-611-12	Hbl Family Llc
1011-052-15	SOUTHEAST STATESBORO LLC
1012-071-03	RFA MONTCLAIR LP
0110-061-23	PAMA IV PROPERTIES LP
0110-101-13	ONTARIO CNG
0229-012-16	YNS Enterprise
1049-093-05	Farid Jalala & Makay Jahangiri
1049-093-08	Farid Jalala & Makay Jahangiri
0238-014-36	ONTARIO MILLS
0238-014-40	ONTARIO MILLS
0238-014-42	ONTARIO MILLS
0136-12-290	SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
0136-12-289	
0136-033-26	CHRESTEN M. KNUDSEN FAMILY LIMITED PARTNERSHIP
0136-122-81	WENHUI LIANG (previously GARDENA BUSINESS GROUP LLC)
0136-042-10	VIDMAR REVOCABLE TRUST
0136-05-114	CITY OF SAN BERNARDINO
0136-03-327	
0136-12-278	
0136-221-28	Christine Li, a single woman (FORMER OWNER - GARY G. & ISABELLA E. WALBOURNE)
0136-032-23	TWENTY-SEVEN SAC SELF-STORAGE LTD PT
0136-251-37	ERIC GRISHAM & ERIC GRISHAM FAMILY TRUST
0136-321-55	BURCHCO LLC
0136-321-04	SALVADOR ANAYA C/O COMMUNITY IRON
0136-401-65	E & W PROPERTIES, LLC
0136-462-05	CH Realty VIII San Bernardino Washington LP (Formerly WASHINGTON LAND VENTURES, LLC)

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0136-451-02	CH Realty VIII San Bernardino Washington LP (Formerly WASHINGTON LAND VENTURES, LLC)
0136-452-26	CH Realty VIII San Bernardino Washington LP (Formerly WASHINGTON LAND VENTURES, LLC)
0136-32-131 0136-32-138 0141-26-205 0170-18-141 0281-02-117 0281-02-121 0281-02-126 0281-02-113 0292-03-121 0292-03-221 0292-03-223 0292-03-411 0292-03-415	SAN BERNARDINO FLOOD CONTROL DISTRICT
0136-401-68	MAD ATOM, LLC
0136-431-14	LGW Equity LLC (FORMER OWNER - RBI LANDSCAPE INC.)
0136-431-34	GREGORY M. ARIAS
0281-411-01	CALIFORNIA HOUSING FOUNDATION
0136-431-01	WILLIE MARTIN, JR., ETAL MICHAEL MARTIN
0281-021-30	COOLEY PROPERTIES, LP
0281-041-29	FORD WHOLESALE COMPANY, INC.
0281-021-15 0281-130-19 0281-104-15	CITY OF RIVERSIDE
0281-041-36	REAGENT CHEMICAL & RESEARCH, INC.
0281-201-01	IAD HANHOUN & SHEREEN HANHOUN
0281-102-11	COUNTY OF SAN BERNARDINO
0292-035-01	DRC LAND CBC, LP
0169-28-119 0169-28-123 0169-36-208 0170-14-207 0170-18-144 0170-19-139 0292-03-402 0292-03-405 0292-03-408 0292-06-402	CITY OF REDLANDS
0292-034-17	OHANIAN REVOCABLE TRUST
0292-034-16	CHASE MANAGEMENT, INC.
0292-064-22	STRICKLER COMMERCIAL, LLC
0169-271-13	PROPERTY ONE, LLC

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0292-064-05	TYRA FAMILY TRUST AGREEMENT 1-29-08; C/O ROY AND LAWANNA TRYA TRUSTEES
0292-064-12	UNITED STATES POSTAL SERVICE
0169-371-02	CITY OF REDLANDS (FORMERLY G & M GAPCO, LLC)
0169-281-45	SPIRIT MASTER FUNDING X, LLC
0169-212-27	ORANGE STREET PLAZA, LLC
0169-312-01	AMCOR PROPERTIES, LLC; C/O LOUIS T BURCH / REDLANDS PET CLINIC
0169-236-07	JAMES F. VER STEEG, SR.
0169-234-01	S. TODD & JOY A. ALLEN
0169-321-01	FOOTHILL REDLANDS
0169-321-02	
0170-191-40	CATALINA GARDENS-REDLANDS, LLC
0170-181-46	UNION PACIFIC RAILROAD CO (FORMERLY SOUTHERN PACIFIC RAILROAD CO)
0170-18-149	
0136-061-16	Gabriella Parrish (FORMER OWNER - NAZARIO & LOUISA ROJAS)
0136-221-36	LEONARD & MARIA KNAPP
0136--32-54	HU FAMILY TRUST
0136-221-41	PRIMA-MILL LLC
0136-221-42	
0281-211-19	CARLOS GARCIA & ALEJANDRA NARANJO
0169-362-15	FRANCHISE REALTY INTERSTATE CORP (McDonald's)
0169-371-16	THOMAS O. BELL
0169-271-54	NYS NORTH, LLC
0169-244-37	STUART STREET REDLANDS, LLC
0170-131-20	TIMOTHY BEST
0170-201-19	REDLANDS PROPERTY MANAGEMENT TR.
0136-121-33	MIRANDA FAMILY HOLDINGS, LLC
0136-321-49	LIH INVESTMENTS, LLC
0281-102-16	VALACAL COMPANY
0136-122-82	ROBERT E. & BEVERLY ANN BOTTS
0141-431-12	IPT WATERMAN DC LP
0136-321-40	GOSAENLEZ, LLC
0136-411-10	199 EAST CENTRAL AVENUE, LLC
0209-032-13	Zarp Properties LLC
0209-032-63	Kinsman, Craig Trust
0209-032-29	JNS Investments LLC
0209-062-04	SBCTA
0209-013-22	SBCTA
8th St ROW	City of Rancho Cucamonga

Item No.	Contract No.	Principals & Agents	Subcontractors
24	23-1002838	City of San Bernardino	None
37	Resolution 23-038	California Department of Transportation	None
38	23-1002956	Theodora Oringher, P.C. <i>Brian Headman</i>	None

***Financial Impact:***

This item has no direct impact on the budget.

***Reviewed By:***

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

***Responsible Staff:***

Approved  
 Board of Directors  
 Date: March 1, 2023

Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** *March 1, 2023*

***Subject:***

December 2022 and January 2023 Procurement Report

***Recommendation:***

Receive the December 2022 and January 2023 Procurement Report.

***Background:***

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

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

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

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

- Two (2) new contracts were executed in the amount of \$55,000.00.
- Six (6) contract amendments were executed in the amount of \$751,779.00.
- One (1) CTO was executed for a total cost of \$999,500.76.
- Two (2) CTO amendments were executed in the amount of \$9,500.00.
- Five (5) Contingency Amendments were executed for a total cost of \$1,148,600.78.
- Six (6) purchase orders were executed for a total cost of \$53,162.06.
- No purchase order amendments were executed.
- No RFPs were released.

Below is a summary of the actions taken by CityCom:

- No new contracts.
- One (1) purchase order was executed for a total cost of \$5,225.00.

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

## Board of Directors Agenda Item

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A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, General Counsel, and/or CityCom during the months of December 2022 and January 2023 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom's contracts and purchase orders are presented in Attachment C.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

***Reviewed By:***

This item was received by the General Policy Committee on February 08, 2023.

***Responsible Staff:***

Beatriz Valdez, Director of Special Projects/Strategic Initiatives

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority



## Attachment A

### December 2022 & January 2023 Contract Actions

#### New Contracts Executed:

Contract No.	Description of Services	Vendor Name	Contract Amount
23-1002923	Litigation defense legal service for challenging receipt of tax on sales of jet fuel.	Best Best & Kreiger, LLP	\$50,000.00
23-1002949	Legal opinion regarding government operations and functions.	Best Best & Kreiger, LLP	\$5,000.00

## Attachment A

## December 2022 &amp; January 2023 Amendment Actions

## Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (Include a Description of the Amendment)	Vendor Name	Contract History	Contract Amount
23-1002921 No. 1	To increase total not-to-exceed amount for continued law enforcement services for Redlands Arrow Service.	San Bernardino County Sheriff's Department	Original	\$100,000.00
			Prior Amendments	\$0.00
			<b>Current Amendment</b>	<b>\$150,634.00</b>
			Total Contract Amount	\$250,634.00
21-1002469 No. 1	To provide railroad flagging on a temporary basis for North 1st Avenue Bridge over BSNF.	Anser Advisory Management, LLC	Original	\$5,924,368.30
			Prior Amendments	\$0.00
			<b>Current Amendment</b>	<b>\$100,000.00</b>
			Total Contract Amount	\$6,024,368.30
23-1002921 No. 2	To increase total not-to-exceed amount and extend the performance through January 31, 2023 for continued law enforcement services for Redlands Arrow Service.	San Bernardino County Sheriff's Department	Original	\$100,000.00
			Prior Amendments	\$150,634.00
			<b>Current Amendment</b>	<b>\$371,774.00</b>
			Total Contract Amount	\$622,408.00
20-1002269 No. 1	To increase total not-to-exceed amount for issuing and paying agent for commercial paper program.	US Bank National Association	Original	\$30,000.00
			Prior Amendments	\$0.00
			<b>Current Amendment</b>	<b>\$1,000.00</b>
			Total Contract Amount	\$31,000.00
18-1001930 No. 3	To assign contract from CASE Emergency Systems to Knightscope, Inc. for Call Box Maintenance Services.	Knightscope, Inc.	Original	\$2,500,000.00
			Prior Amendments	\$635,000.00
			<b>Current Amendment</b>	<b>\$0.00</b>
			Total Contract Amount	\$3,135,000.00
23-1002921 No. 3	To increase total not-to-exceed amount and extend the performance through February 28, 2023 for continued law enforcement services for Redlands Arrow Service.	San Bernardino County Sheriff's Department	Original	\$100,000.00
			Prior Amendments	\$522,408.00
			<b>Current Amendment</b>	<b>\$128,371.00</b>
			Total Contract Amount	\$750,779.00

## Attachment A

## December 2022 &amp; January 2023 Contract Task Order Actions

## Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
22-1002706 No. 3	SYRUSA Engineering, Inc.	On-call construction management services to provide toll implementation support during the design and construction of I-15 Corridor Freight and Express Lanes Project.	\$5,000,000.00 (available <b>\$5,000,000.00</b> )	Original	\$999,500.76
				Prior Amendments	\$0.00
				<b>Current Amendment</b>	<b>\$0.00</b>
				Total CTO Amount	\$999,500.76
22-1002768 No. 3.1	GCAP Services, Inc.	On-call bench labor compliance services extending CTO for one month for the call box maintenance contract.	\$500,000.00 (available <b>\$253,000.00</b> ), shared with Cumming Management Group, Inc. (22-1002769) and Gafcon Inc. (23-1002832)	Original	\$6,500.00
				Prior Amendments	\$0.00
				<b>Current Amendment</b>	<b>\$6,500.00</b>
				Total CTO Amount	\$13,000.00
23-1002832 No. 4.1	Gafcon	On-call bench labor compliance services extending CTO for one month for right-of-way services maintenance contract.	\$500,000.00 (available <b>\$253,000.00</b> ), shared with Cumming Management Group, Inc. (22-1002769) and GCAP. (23-1002768)	Original	\$3,000.00
				Prior Amendments	\$0.00
				<b>Current Amendment</b>	<b>\$3,000.00</b>
				Total CTO Amount	\$6,000.00

## Attachment A

## December 2022 &amp; January 2023 Contingency Released Actions

## Contingency Released Executed:

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Contract History	Contract Amount
16-1001440 3D	To provide additional support to perform close out activities for the Redlands Passenger Rail Project.	AECOM Technical Services, Inc.	Original	\$17,380,058.00
			Prior Amendments	\$1,950,000.00
			Prior Contingencies	\$1,858,006.00
			<b>Current Contingency</b>	<b>\$75,000.00</b>
			Amended Contract Amount	\$21,263,064.00
20-1002266 1D	To include additional scope to perform design of a pier protection (crash) wall for the I-15 Express Lanes Project.	Michael Baker International, Inc.	Original	\$21,319,091.00
			Prior Amendments	\$1,503,227.18
			Prior Contingencies	\$561,008.67
			<b>Current Contingency</b>	<b>\$332,620.26</b>
			Amended Contract Amount	\$23,715,947.11
20-1002388 0C	To include five additional water quality management plans for the Metrolink ATP Phase II Project.	KOA Corporation	Original	\$508,006.41
			Prior Amendments	\$0.00
			Prior Contingencies	\$28,625.06
			<b>Current Contingency</b>	<b>\$1,746.52</b>
			Amended Contract Amount	\$538,377.99
22-1002722 0A	To add additional services for potholing and permit fees for I-10 Corridor Freight and Express Lanes Project.	Advanced Civil Technologies	Original	\$57,791,176.04
			Prior Amendments	\$0.00
			Prior Contingencies	\$0.00
			<b>Current Contingency</b>	<b>\$229,234.00</b>
			Amended Contract Amount	\$58,020,410.04
22-1002736 1A	To provide construction freeway service patrol services on behalf of Caltrans in Beat 9.	Royal Coaches Auto Body & Towing	Original	\$3,102,514.00
			Prior Amendments	\$0.00
			Prior Contingencies	\$0.00
			<b>Current Contingency</b>	<b>\$510,000.00</b>
			Amended Contract Amount	\$3,612,514.00

## Attachment A

### December 2022 & January 2023 Purchase Order Actions

#### Purchase Orders Executed:

PO No.	PO Posting Date	Vendor Name	Description of Services	PO Dollar Amount
4002323	12/02/2022	Archivesocial LLC	Social media archiving services	\$3,408.60
4002326	12/05/2022	CDW Government LLC	Adobe Sign Software	\$2,177.79
4002331	12/21/2022	Intergraph Corporation	Maintenance and support services for project control system (Ecosys)	\$28,700.85
4002335	01/11/2023	County of San Bernardino, Purchasing Department	Printing services for Transit marketing activities	\$10,000.00
4002336	12/21/2022	Wells Fargo Bank N.A./Toyota dealership	Sole source - SUV Hybrid maintenance and upkeep	\$1,374.82
4002337	01/30/2023	County of San Bernardino, Information Services Department	Aerial Imagery	\$7,500.00

## Attachment A

### December 2022 & January 2023 Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Purchase Order History	Purchase Order Amount
None			Original	\$0.00
			Prior Amendments	\$0.00
			<b>Current Amendment</b>	<b>\$0.00</b>
			Amended PO Amount	\$0.00

Attachment: December 2022 and January 2023 Procurement Report Attachment A (9383 : December 2022 and January 2023 Procurement

**Attachment B****December 2022 & January 2023 RFP's, RFQ's and IFB's**

Release of RFP's, RFQ's and IFB's

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

## Attachment C

### December 2022 & January 2023 CityCom's Issued Contracts

New Contracts Executed:

Contract No.	Description of Services	Vendor Name	Contract Amount
None			



## Attachment C

### December 2022 & January 2023 CityCom's Issued Purchase Orders

#### New Purchase Orders Executed:

PO No.	Vendor Name	Description of Services	PO Dollar Amount
SB Depot 48084	Option One Plumbing SD	Unclog the main sewer line to the Depot for suites 140 and 150 by hydro-jetting. New cleanouts were updated and installed to gain access upstream and downstream to service the mainline.	\$5,225.00

## ***Minute Action***

### AGENDA ITEM: 3

***Date:*** *March 1, 2023*

***Subject:***

Budget to Actual Report for Second Quarter Ending December 31, 2022

***Recommendation:***

Receive and file Budget to Actual Report for the second quarter ending December 31, 2022.

***Background:***

The Fiscal Year 2022/2023 Budget for new activity was adopted by the Board of Directors on June 1, 2022. Budgetary information includes the original and revised budgets and expenditures as of December 31, 2022.

The report is broken down by Fund group and provides a percentage of the budget received or expended through December 31, 2022.

The following are explanations for significant percentage changes by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. Interest is distributed to the appropriate funds at year-end based on ending cash balances. The positive balance is partially due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

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

C. Other Financing Sources:

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

Federal Highway Fund

A. Revenues:

1. The timing for collection of revenue fluctuates as all federal grants are on a reimbursement basis.
2. Investment earnings are normally not budgeted.
3. Miscellaneous Revenues are for in-kind contributions from BNSF Railway for the Mount Vernon Viaduct Project.

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

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B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers out represent cash transferred to the Capital Projects fund in relation to the in-kind contributions for the Mount Vernon Viaduct Project.

Federal Transit Administration Fund

A. Revenues:

1. The timing for collection of revenue fluctuates as all federal grants are on a reimbursement basis. The negative balance is due to prior year accrual reversals being higher than actual revenues thus far this year.

B. Expenditures:

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

State Highway Fund

A. Revenues:

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

B. Expenditures:

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

Proposition 1B Fund

A. Revenues:

1. The revenue recognition for most Proposition 1B funds is when expenditures are incurred since the funds are received in advance.
2. Investment earnings lower than expected thus far this year.

B. Expenditures:

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

Local Transportation Fund (LTF)

A. Revenues:

1. LTF revenue is low since July and August receipts pertain to the prior fiscal year.
2. The positive investment earnings balance is mostly due to a reversal of prior year negative accruals related to fair value adjustment. There is also a portion attributed to interest earned from the county-pooled cash.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

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C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund administrative, planning and transit activities, and transit projects. These transfers are based on a reimbursement basis.

State Transit Assistance Fund (STAF)

A. Revenues:

1. The timing for recording of revenues fluctuates based on the period of performance upon distribution from the state.
2. The positive investment earnings balance is mostly due to a reversal of prior year negative accruals related to fair value adjustment. There is also a portion attributed to interest earned from the county-pooled cash.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund transit activities, which are based on a reimbursement basis. The transfer amount is negative due to accrual reversals that have been higher than actual reimbursements thus far.

Senate Bill 1

A. Revenues:

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

B. Expenditures:

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

Measure I 1990-2010 Fund

A. Revenues:

1. Measure I 1990-2010 ended on March 31, 2010, and only interest earnings are accrued based on cash balances.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

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

C. Other Financing Sources:

1. Gain (Loss) on sale of property is related to the Interstate 10 (I-10) Tippecanoe Avenue Interchange.

Measure I 2010-2040 Fund

## A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. Intergovernmental revenue is associated with loans to other jurisdictions that have not had payments received thus far this year.
3. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

## B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.
2. Funds for the Transit and Fund Administration program are encumbered to ensure they are available to pay for the allocations approved by the Board. The encumbrances are removed at year-end and carried over to the new fiscal year.

## C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Enterprise fund for draws on the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan.
2. Operating transfers out represent cash transfers to the General Fund to fund the Indirect Cost Fund and Debt Service Fund to cover debt service expenditures.

Debt Service Fund

## A. Revenues:

1. Investment earnings are not budgeted.

## B. Expenditures:

1. Expenditures to date are low mainly due to the timing of debt service payments.

## C. Other Financing Sources:

1. Transfers in represent cash transfer from the Measure I to cover debt service expenditures.

Capital Projects Fund

## A. Revenues:

1. The timing for collection of revenue fluctuates as most projects are funded on a reimbursement basis.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

## B. Expenditures:

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

## C. Other Financing Sources:

1. Gain (Loss) on sale of property is related to the I-10 Tippecanoe Avenue Interchange.

2. Operating transfers in represent cash transferred from the Federal Highway fund in relation to the in-kind contributions for the Mount Vernon Viaduct Project.
3. Operating transfers out represent cash transfers recorded within the fund for I-10 Cedar Avenue Interchange, and the West Valley Connector project(s) to be consistent with the funding breakdown.

#### Non-major Governmental Funds – Excluding Council of Governments

##### A. Revenues:

1. The timing for collection of revenue fluctuates as most of the state grants are on a reimbursement basis.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

##### B. Expenditures:

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

##### C. Other Financing Sources:

1. Operating transfers in were recorded for Service Authority for Freeway Emergencies (SAFE)-Vehicle Registration Fees to be consistent with the funding breakdown.
2. Operating transfers out represent cash transfers to fund the Indirect Cost Fund and SAFE-Vehicle Registration Fees to be consistent with the funding breakdown.

#### Council of Governments Fund

##### A. Revenues:

1. The timing for collection of revenue fluctuates as this program is mostly funded on a reimbursement basis.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

##### B. Expenditures:

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

##### C. Other Financing Sources:

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

#### ***Financial Impact:***

This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2022/2023 Budget.

#### ***Reviewed By:***

This item was received by the General Policy Committee on February 8, 2023.

#### ***Responsible Staff:***

Lisa Lazzar, Chief of Fiscal Resources

Board of Directors Agenda Item  
March 1, 2023  
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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

**Fiscal Year 2022-2023**  
**Second Quarter Budget to Actual Report**  
**December 31, 2022**

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>GENERAL FUND</b>							
<b>Revenues</b>							
Sales Tax-MSI	2,500,000	-	2,500,000	860,775	-	1,639,225	65.57%
Charges for Services	244,775	-	244,775	537,159	-	(292,384)	-119.45%
Investment Earnings	55,200	-	55,200	3,482,081	-	(3,426,881)	-6208.12%
Miscellaneous	225	-	225	533	-	(308)	-136.89%
Total Revenues	2,800,200	-	2,800,200	4,880,548	-	(2,080,348)	-74.29%
<b>Expenditures</b>							
General Government	12,689,941	(11,000)	12,678,941	5,389,493	53,994	7,235,454	57.07%
Environment and Energy Conservation	24,864	2,500	27,364	4,489	-	22,875	83.60%
Regional & Subregional Planning	1,465,618	-	1,465,618	250,794	15,000	1,199,824	81.86%
Transit	34,701,307	(3,000,000)	31,701,307	10,687,178	345,949	20,668,180	65.20%
Project Delivery	61,414	-	61,414	-	-	61,414	100.00%
Fund Administration	511,662	-	511,662	217,793	-	293,869	57.43%
Total Expenditures	49,454,806	(3,008,500)	46,446,306	16,549,747	414,943	29,481,616	63.47%
<b>Other Financing Sources</b>							
Transfers in	51,221,063	-	51,221,063	12,401,943	-	38,819,120	75.79%
Transfers out	(3,908,122)	-	(3,908,122)	(1,954,061)	-	(1,954,061)	50.00%
Total Other Financing Sources	47,312,941	-	47,312,941	10,447,882	-	36,865,059	77.92%
Revenues Over (Under) Expenditures	658,335	3,008,500	3,666,835	(1,221,317)	(414,943)	5,303,095	
Note: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund.							
<b>FEDERAL HIGHWAY FUND</b>							
<b>Revenues</b>							
Intergovernmental	113,465,220	-	113,465,220	3,308,556	-	110,156,664	97.08%
Investment Earnings	-	-	-	10,270	-	(10,270)	0.00%
Miscellaneous	15,000,000	-	15,000,000	735,078	-	14,264,922	95.10%
Total Revenues	128,465,220	-	128,465,220	4,053,904	-	124,411,316	96.84%
<b>Expenditures</b>							
Transit	1,064,740	-	1,064,740	42,313	-	1,022,427	96.03%
Project Delivery	127,400,480	(20,724,339)	106,676,141	16,211,001	-	90,465,140	84.80%
Total Expenditures	128,465,220	(20,724,339)	107,740,881	16,253,314	-	91,487,567	84.91%
<b>Other Financing Sources</b>							
Transfers out	-	(20,724,339)	(20,724,339)	(20,724,339)	-	-	0.00%
Total Other Financing Sources	-	(20,724,339)	(20,724,339)	(20,724,339)	-	-	0.00%
Revenues Over (Under) Expenditures	-	-	-	(32,923,749)	-	32,923,749	
<b>FEDERAL TRANSIT ADMINISTRATION FUND</b>							
<b>Revenues</b>							
Intergovernmental	10,011,000	-	10,011,000	(22,800)	-	10,033,800	100.23%
Total Revenues	10,011,000	-	10,011,000	(22,800)	-	10,033,800	100.23%
<b>Expenditures</b>							
Transit	10,011,000	51,582,155	61,593,155	21,374,308	260	40,218,587	65.30%
Total Expenditures	10,011,000	51,582,155	61,593,155	21,374,308	260	40,218,587	65.30%
Revenues Over (Under) Expenditures	-	(51,582,155)	(51,582,155)	(21,397,108)	(260)	(30,184,787)	

Attachment: Budget to Actual 2nd Qtr 2023 (9369 : Budget to Actual Report - 2nd Qtr. 2022/2023)



**Fiscal Year 2022-2023**  
**Second Quarter Budget to Actual Report**  
**December 31, 2022**

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>STATE HIGHWAY FUND</b>							
<b>Revenues</b>							
Intergovernmental	104,310,107	-	104,310,107	12,035,892	-	92,274,215	88.46%
Total Revenues	104,310,107	-	104,310,107	12,035,892	-	92,274,215	88.46%
<b>Expenditures</b>							
General Government	12,462	-	12,462	252	-	12,210	97.98%
Regional & Subregional Planning	211,242	-	211,242	148,726	-	62,516	29.59%
Transit	22,100,600	-	22,100,600	4,884,394	-	17,216,206	77.90%
Project Delivery	81,141,507	-	81,141,507	27,970,395	-	53,171,112	65.53%
Fund Administration	844,296	-	844,296	381,875	-	462,421	54.77%
Total Expenditures	104,310,107	-	104,310,107	33,385,642	-	70,924,465	67.99%
Revenues Over (Under) Expenditures	-	-	-	(21,349,750)	-	21,349,750	
<b>PROPOSITION 1B FUND</b>							
<b>Revenues</b>							
Intergovernmental	14,733,541	-	14,733,541	660,474	-	14,073,067	95.52%
Investment Earnings	1,898,025	-	1,898,025	14,642	-	1,883,383	99.23%
Total Revenues	16,631,566	-	16,631,566	675,116	-	15,956,450	95.94%
<b>Expenditures</b>							
Transit	10,094,214	(1,000,000)	9,094,214	5,405,708	-	3,688,506	40.56%
Project Delivery	6,462,352	-	6,462,352	1,633,218	-	4,829,134	74.73%
Total Expenditures	16,556,566	(1,000,000)	15,556,566	7,038,926	-	8,517,640	54.75%
Revenues Over (Under) Expenditures	75,000	1,000,000	1,075,000	(6,363,810)	-	7,438,810	
<b>LOCAL TRANSPORTATION FUND</b>							
<b>Revenues</b>							
Sales Tax-LTF	133,685,831	-	133,685,831	49,436,422	-	84,249,409	63.02%
Investment Earnings	2,000,000	-	2,000,000	3,937,988	-	(1,937,988)	-96.90%
Total Revenues	135,685,831	-	135,685,831	53,374,410	-	82,311,421	60.66%
<b>Expenditures</b>							
Transit	113,186,500	-	113,186,500	51,160,167	327,545	61,698,788	54.51%
Total Expenditures	113,186,500	-	113,186,500	51,160,167	327,545	61,698,788	54.51%
<b>Other Financing Sources</b>							
Transfers out	(23,314,726)	-	(23,314,726)	(7,525,783)	-	(15,788,943)	67.72%
Total Other Financing Sources	(23,314,726)	-	(23,314,726)	(7,525,783)	-	(15,788,943)	67.72%
Revenues Over (Under) Expenditures	(815,395)	-	(815,395)	(5,311,540)	(327,545)	4,823,690	
<b>STATE TRANSIT ASSISTANCE FUND</b>							
<b>Revenues</b>							
Intergovernmental	28,640,408	-	28,640,408	8,737,876	-	19,902,532	69.49%
Investment Earnings	1,050,000	-	1,050,000	1,795,907	-	(745,907)	-71.04%
Total Revenues	29,690,408	-	29,690,408	10,533,783	-	19,156,625	64.52%
<b>Expenditures</b>							
Transit	26,234,448	-	26,234,448	463,990	-	25,770,458	98.23%
Total Expenditures	26,234,448	-	26,234,448	463,990	-	25,770,458	98.23%
<b>Other Financing Sources</b>							
Transfers out	(17,381,710)	-	(17,381,710)	383,994	-	(17,765,704)	102.21%
Total Other Financing Sources	(17,381,710)	-	(17,381,710)	383,994	-	(17,765,704)	102.21%
Revenues Over (Under) Expenditures	(13,925,750)	-	(13,925,750)	10,453,787	-	(24,379,537)	

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

Attachment: Budget to Actual 2nd Qtr 2023 (9369 : Budget to Actual Report - 2nd Qtr. 2022/2023)

**Fiscal Year 2022-2023**  
**Second Quarter Budget to Actual Report**  
**December 31, 2022**

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>SENATE BILL 1 Fund</b>							
<b>Revenues</b>							
Intergovernmental	56,830,002	-	56,830,002	6,069,318	-	50,760,684	89.32%
Total Revenues	56,830,002	-	56,830,002	6,069,318	-	50,760,684	89.32%
<b>Expenditures</b>							
Commuter and Motorist Assistance	2,211,530	-	2,211,530	690,188	-	1,521,342	68.79%
Regional & Subregional Planning Program	432,000	-	432,000	74,619	-	357,381	82.73%
Transit	16,250,000	-	16,250,000	-	-	16,250,000	100.00%
Major Project Delivery	36,241,981	-	36,241,981	7,700,094	-	28,541,887	78.75%
Total Expenditures	55,135,511	-	55,135,511	8,464,901	-	46,670,610	84.65%
Revenues Over (Under) Expenditures	1,694,491	-	1,694,491	(2,395,583)	-	4,090,074	
<b>MEASURE I 1990-2010 FUND</b>							
<b>Revenues</b>							
Investment Earnings	42,000	-	42,000	48,021	-	(6,021)	-14.34%
Total Revenues	42,000	-	42,000	48,021	-	(6,021)	-14.34%
<b>Expenditures</b>							
Project Delivery	1,808,481	-	1,808,481	203,424	-	1,605,057	88.75%
Total Expenditures	1,808,481	-	1,808,481	203,424	-	1,605,057	88.75%
<b>Other Financing Sources</b>							
Gain (loss) from Sale of Assets	-	-	-	35	-	35	0.00%
Total Other Financing Sources	-	-	-	35	-	(35)	0.00%
Revenues Over (Under) Expenditures	(1,766,481)	-	(1,766,481)	(155,368)	-	(1,611,113)	
<b>MEASURE I 2010-2040 FUND</b>							
<b>Revenues</b>							
Sales Tax-MSI	211,209,543	-	211,209,543	85,216,702	-	125,992,841	59.65%
Intergovernmental	36,290,457	-	36,290,457	-	-	36,290,457	100.00%
Investment Earnings	3,743,000	-	3,743,000	5,024,513	-	(1,281,513)	-34.24%
Total Revenues	251,243,000	-	251,243,000	90,241,215	-	161,001,785	64.08%
<b>Expenditures</b>							
General Government	1,145,662	5,000	1,150,662	346,052	-	804,610	69.93%
Environment and Energy Conservation	280,232	(2,500)	277,732	32,928	-	244,804	88.14%
Commuter and Motorist Assistance	996,821	(30,000)	966,821	19,199	-	947,622	98.01%
Regional & Subregional Planning	1,407,228	-	1,407,228	343,607	-	1,063,621	75.58%
Transit	39,153,104	5,629,530	44,782,634	22,666,115	92,172	22,024,347	49.18%
Project Delivery	294,314,453	-	294,314,453	78,358,019	412,211	215,544,223	73.24%
Fund Administration	145,038,276	-	145,038,276	27,705,279	1,360,513	115,972,484	79.96%
Total Expenditures	482,335,776	5,602,030	487,937,806	129,471,199	1,864,896	356,601,711	73.08%
<b>Other Financing Sources</b>							
Transfers in	125,394,175	-	125,394,175	54,496,653	-	70,897,522	56.54%
Transfers out	(19,013,335)	-	(19,013,335)	(8,476,141)	-	(10,537,194)	55.42%
Total Other Financing Sources	106,380,840	-	106,380,840	46,020,512	-	60,360,328	56.74%
Revenues Over (Under) Expenditures	(124,711,936)	(5,602,030)	(130,313,966)	6,790,528	(1,864,896)	(135,239,598)	

Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.

Attachment: Budget to Actual 2nd Qtr 2023 (9369 : Budget to Actual Report - 2nd Qtr. 2022/2023)

**Fiscal Year 2022-2023**  
**Second Quarter Budget to Actual Report**  
**December 31, 2022**

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>DEBT SERVICE FUND</b>							
<b>Revenues</b>							
Investment Earnings	-	-	-	26,614	-	(26,614)	0.00%
Total Revenues	-	-	-	26,614	-	(26,614)	0.00%
<b>Expenditures</b>							
Debt Service	13,266,915	-	13,266,915	3,844,506	-	9,422,409	71.02%
Total Expenditures	13,266,915	-	13,266,915	3,844,506	-	9,422,409	71.02%
<b>Other Financing Sources</b>							
Operating Transfers In	13,266,915	-	13,266,915	5,519,547	-	7,747,368	58.40%
Total Other Financing Sources	13,266,915	-	13,266,915	5,519,547	-	7,747,368	58.40%
Revenues Over (Under) Expenditures	-	-	-	1,701,655	-	(1,701,655)	
<b>CAPITAL PROJECTS FUND</b>							
<b>Revenues</b>							
Intergovernmental	90,671,461	-	90,671,461	4,469,162	-	86,202,299	95.07%
Investment Earnings	2,074,240	-	2,074,240	182,381	-	1,891,859	91.21%
Miscellaneous	7,861,675	-	7,861,675	51,282	-	7,810,393	99.35%
Total Revenues	100,607,376	-	100,607,376	4,702,825	-	95,904,551	95.33%
<b>Expenditures</b>							
Environment and Energy Conservation	659,500	-	659,500	1,900	-	657,600	99.71%
Commuter and Motorist Assistance	501,340	-	501,340	178,973	-	322,367	64.30%
Regional & Subregional Planning	251,255	-	251,255	23,860	-	227,395	90.50%
Transit	57,562,643	(51,582,155)	5,980,488	2,454,961	-	3,525,527	58.95%
Project Delivery	39,150,996	20,724,338	59,875,334	7,002,724	150,339	52,722,271	88.05%
Fund Administration	1,229,700	-	1,229,700	-	-	1,229,700	100.00%
Total Expenditures	99,355,434	(30,857,817)	68,497,617	9,662,418	150,339	58,684,860	85.67%
<b>Other Financing Sources</b>							
Gain (loss) from Sale of Assets	-	-	-	132	-	(132)	0.00%
Operating Transfers in	-	20,738,025	20,738,025	20,738,025	-	-	0.00%
Operating Transfers out	-	(13,687)	(13,687)	(13,687)	-	-	0.00%
Total Other Financing Sources	-	20,724,338	20,724,338	-	-	(132)	0.00%
Revenues Over (Under) Expenditures	1,251,942	51,582,155	52,834,097	(4,959,593)	(150,339)	37,219,559	
<b>NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND</b>							
<b>Revenues</b>							
Intergovernmental	11,243,851	-	11,243,851	1,094,363	-	10,149,488	90.27%
Investment Earnings	44,800	-	44,800	53,320	-	(8,520)	-19.02%
Miscellaneous	45,000	-	45,000	-	-	45,000	100.00%
Total Revenues	11,333,651	-	11,333,651	1,147,683	-	10,185,968	89.87%
<b>Expenditures</b>							
General Government	87,540	(2,000)	85,540	38,441	1,000	46,099	53.89%
Commuter and Motorist Assistance	3,849,541	37,375	3,886,916	1,356,302	58,979	2,471,635	63.59%
Regional & Subregional Planning	440,479	-	440,479	15,263	-	425,217	96.54%
Transit	4,262,000	-	4,262,000	-	-	4,262,000	100.00%
Total Expenditures	8,639,560	35,375	8,674,935	1,410,005	59,979	7,204,951	83.05%
<b>Other Financing Sources</b>							
Transfers in	-	7,375	7,375	7,375	-	-	0.00%
Transfers out	(315,314)	-	(315,314)	(165,032)	-	(150,282)	47.66%
Total Other Financing Sources	(315,314)	7,375	(307,939)	(157,657)	-	(150,282)	48.80%
Revenues Over (Under) Expenditures	2,378,777	(28,000)	2,350,777	(419,979)	(59,979)	2,830,735	

Attachment: Budget to Actual 2nd Qtr 2023 (9369 : Budget to Actual Report - 2nd Qtr. 2022/2023)

**Fiscal Year 2022-2023**  
**Second Quarter Budget to Actual Report**  
**December 31, 2022**

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>COUNCIL OF GOVERNMENTS FUND</b>							
<b>Revenues</b>							
Intergovernmental	2,214,477	-	2,214,477	112,555	-	2,101,922	94.92%
Special Assessments	331,276	-	331,276	331,276	-	-	0.00%
Investment Earnings	9,500	-	9,500	15,414	-	(5,914)	-62.25%
Miscellaneous	225,000	-	225,000	43,614	-	181,386	80.62%
Total Revenues	2,780,253	-	2,780,253	502,859	-	2,277,394	81.91%
<b>Expenditures</b>							
General Government	869,806	34,581	904,387	159,081	-	745,306	82.41%
Environment and Energy Conservation	1,139,753	-	1,139,753	51,320	-	1,088,433	95.50%
Regional & Subregional Planning	1,021,632	-	1,021,632	176,354	-	845,278	82.74%
Total Expenditures	3,031,191	34,581	3,065,772	386,755	-	2,679,017	87.38%
<b>Other Financing Sources</b>							
Transfers in	130,614	-	130,614	-	-	130,614	100.00%
Transfers out	(685,385)	-	(685,385)	(277,386)	-	(407,999)	59.53%
Total Other Financing Sources	(554,771)	-	(554,771)	(277,386)	-	(277,385)	50.00%
Revenues Over (Under) Expenditures	(805,709)	(34,581)	(840,290)	(161,282)	-	(679,008)	

Attachment: Budget to Actual 2nd Qtr 2023 (9369 : Budget to Actual Report - 2nd Qtr. 2022/2023)

## ***Minute Action***

AGENDA ITEM: 4

***Date:*** March 1, 2023

***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 December 31, 2022, were \$2,128,477,795.

Included is a summary of the current Measure I receipts by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for October through December represent sales tax collections from July through September.

Measure I revenue for the 2022/2023 Fiscal Year Budget was estimated to be \$250,000,000. Actual Measure I receipts for Fiscal Year 2022/2023 October through December are \$66,271,275, in comparison to \$61,231,465 received during the quarter ending December 2021/2022, with an increase of 8.23%.

***Financial Impact:***

Measure I revenues for the second quarter of Fiscal Year 2022/2023 exceeded prior years' collections.

***Reviewed By:***

This item was received by the General Policy Committee on February 8, 2023.

***Responsible Staff:***

Lisa Lazzar, Chief of Fiscal Resources

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*

## Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
<b>Receipts Prior to FY 2010/11</b>						<b>\$7,158,800</b>
<b>Fiscal Year 2010/11</b>	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	<b>\$122,761,879</b>
<b>Fiscal Year 2011/12</b>	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	<b>\$253,570,624</b>
<b>Fiscal Year 2012/13</b>	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	<b>\$391,572,794</b>
<b>Fiscal Year 2013/14</b>	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	<b>\$535,038,944</b>
<b>Fiscal Year 2014/15</b>	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	<b>\$685,657,380</b>
<b>Fiscal Year 2015/16</b>	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	<b>\$845,145,110</b>
<b>Fiscal Year 2016/17</b>	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	<b>\$1,008,277,649</b>
<b>Fiscal Year 2017/18</b>	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	<b>\$1,176,858,666</b>
<b>Fiscal Year 2018/19</b>	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	<b>\$1,357,345,167</b>
<b>Fiscal Year 2019/20</b>	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	<b>\$1,535,799,994</b>
<b>Fiscal Year 2020/21</b>	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	<b>\$1,744,874,794</b>
<b>Fiscal Year 2021/22</b>	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	<b>\$1,997,667,772</b>
<b>Fiscal Year 2022/23</b>	64,538,748	66,271,275	0	0	130,810,023	<b>\$2,128,477,795</b>
% Increase Over 21/22	0.75%	8.23%				

Attachment: MSI Receipts (9372 : Measure I Revenue - 2nd Qtr Fiscal Year 2022/2023)

## ***Minute Action***

### AGENDA ITEM: 5

***Date:*** *March 1, 2023*

***Subject:***

Measure I Revenue Estimate for Fiscal Year 2023/2024 Allocation Planning

***Recommendation:***

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

Approve a Measure I 2010-2040 revenue estimate of \$257 million for Fiscal Year 2023/2024 and the revenue distribution by subarea in Table 2 for purposes of allocation planning for Fiscal Year 2023/2024.

***Background:***

San Bernardino County Transportation Authority (SBCTA) staff is beginning the allocation planning process for Fiscal Year (FY) 2023/2024. The purpose of this process is to provide information to be used by both SBCTA and its member agencies in preparation of their capital budgets.

SBCTA staff must first develop an estimate of Measure I revenue by subarea and program for FY 2023/2024. This agenda item requests approval of a Measure I revenue estimate for budgeting and allocation purposes for the next FY. Staff is estimating a 2.80% increase in Measure I sales tax revenue from the current year budget of \$250 million, for an estimate of \$257 million for the FY 2023/2024 budget. The increase of sales tax for FY 2023/2024 is a conservative estimate as in prior years. FY 2022/2023 sales tax revenues are resulting higher than expected. The FY 2022/2023 receipts through December 2022 is a 4.41% increase over the actual receipts during the same period for FY 2021/2022.

Distribution of Measure I revenues to subareas for FY 2023/2024 is net of the administration fee of 1%. The net amount is allocated to subareas based on percentage of sales tax revenue generated by each area. Then, the amount of each subarea is further allocated based on allocations described in the transportation expenditure plan as shown in Table 1.

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**Table 1**

<u>Valley Subarea</u>	
Freeway projects	29%
Freeway interchange projects	11%
Major street projects	17%
Local street projects	20%
Metrolink/rail service	8%
Senior and disabled transit service	8%
Express bus/bus rapid transit service	5%
Traffic management systems	2%
<u>Mountain/Desert Subareas excluding Victor Valley</u>	
Local street projects	68%
Major local highway projects	25%
Senior and disabled transit service	5%
Traffic management systems	2%
<u>Victor Valley Subareas</u>	
Local street projects	67%
Major local highway projects	25%
Senior and disabled transit service	6%
Traffic management systems	2%

The distribution of the estimated FY 2023/2024 Measure I revenue of \$254.43 million (\$257 million less 1% for administration) is provided in Table 2.

**Table 2**  
**Estimate of Measure I Revenue by Subarea**  
**For Fiscal Year 2023/2024**

<b>Subarea</b>	<b>Estimated Revenues (In Thousands)</b>	<b>Percentage of Total Subarea</b>
Cajon Pass *	\$ 7,285,100	2.9%
Valley	209,153,000	82.2%
Victor Valley	26,400,100	10.4%
Colorado River	467,100	0.2%
Morongo Basin	3,058,700	1.2%
Mountain	2,818,100	1.1%
North Desert	5,247,900	2.1%
Total Subarea	<u>\$ 254,430,000</u>	<u>100%</u>

\* Cajon Pass is funded with 3% of Valley and Victor Valley Measure I funds

The numbers in Table 2 represent estimates for apportionment/allocation planning purposes only. Each subarea will receive the actual revenue collected according to the provisions of the Measure I 2010-2040 Expenditure Plan. Current trends indicate continued growth, but may result in actual distributions that are different than displayed in Table 2.



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***Financial Impact:***

This item imposes no financial impact on the Fiscal Year 2022/2023 Budget. It will be utilized in the Measure I revenue estimate for the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023.

***Responsible Staff:***

Lisa Lazzar, Chief of Fiscal Resources

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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San Bernardino County Transportation Authority

## *Minute Action*

### AGENDA ITEM: 6

***Date:*** *March 1, 2023*

***Subject:***

Contract No. 23-1002833 for Financial Advisory Services and Development of an Operations Model for Toll Operations

***Recommendation:***

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

Approve Contract No. 23-1002833 in the amount of \$71,125 with PFM Financial Advisors, LLC to provide Financial Advisory Services and create a financial model for toll operations for an initial term through March 1, 2026 and two (2) one-year option terms.

***Background:***

In January 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors awarded Contract No. 16-1001369 for Financial Advisor Services for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects. Services provided under the contract included review and support for the Transportation Infrastructure Finance and Innovation Act (TIFIA) Letter Of Intent, development of a financial model, plan of finance and assistance with the TIFIA application process.

**The commencement of draws on the TIFIA loan in Fiscal Year (FY) 2021/2022 and the start of toll operations expected next fiscal year has created a need to create an operations model. An operations model will enable staff to generate reports required by TIFIA and also track various reserves including Measure I supplement and backstop investment.** It is prudent to ensure compliance with the requirements of the TIFIA loan and the requested Financial Advisor Services will assist SBCTA to adhere to debt covenants and loan requirements. There is also a desire to have the Financial Advisor Services contract available to assist in future toll projects that may require assistance with review and support of future Letters Of Intent, development of other financial models, plans of finance and assistance with other application processes.

The Requests for Proposals (RFP) was released on August 23, 2022, and the notice was received by 645 consultants registered on PlanetBids and was downloaded by 68 firms.

On September 23, 2022, SBCTA received three (3) proposals from Ernst and Young Infrastructure Advisors, Inc., PFM Financial Advisors, LLC and Sperry Capital, Inc.

The Evaluation Committee (Committee) consisted of five SBCTA staff. The procurement professional reviewed each proposal to determine whether it was responsive to the requirements of the RFP. Each panel member independently read and scored each firm's proposal and on October 11, 2022, the Committee met to evaluate and rank the firms based on qualifications, related experience, reference scores, staffing and organization, and work plan. The panel members individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm – 25 points, Proposed Staffing and Project Organization – 30 points, Work Plan - 35 points, and Price- 10 points for a total of 100 points.

*Entity: San Bernardino County Transportation Authority*

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On, November 8, 2022, all three firms were invited for a virtual interview to further assess their firms' capabilities in being able to fulfill the obligations of the Scope of Work. The Committee independently scored each firm based on the firms' answers to the questions.

The interview and technical proposal were weighted 60% and 40%, respectively. PFM Financial Advisors, LLC was ranked number 1, Ernst and Young Infrastructure Advisors, Inc., was ranked number 2, followed by Sperry Capital, Inc. who ranked number 3. As a result of the scoring, the Committee recommended that the contract to perform the scope of work, as outlined in the RFP No. 23-1002833, be awarded to PFM Financial Advisors, LLC. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team.

Conclusively, staff recommends PFM Financial Advisors, LLC be awarded the contract in the amount not-to-exceed \$71,125, for an initial term through March 1, 2026, with two (2) one-year option terms. The maximum term of this Contract, including the option terms, if exercised shall not exceed March 1, 2028.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:



**CONTRACT NO. 23-1002833****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****PFM FINANCIAL ADVISORS, LLC****FOR****FINANCIAL ADVISORY SERVICES FOR THE DEVELOPMENT OF AN OPERATIONS  
MODEL FOR TOLL OPERATIONS**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and PFM Financial Advisors, LLC ("CONSULTANT"), whose address is 44 Montgomery Street 3<sup>rd</sup> Floor, San Francisco, CA 94104. 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 Hilda Flores 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, and as otherwise authorized by SBCTA policies, but is not authorized to receive or issue payments.

## **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 March 1, 2026 until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for Two (2) one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed March 1, 2028.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Seventy One Thousand, One Hundred Twenty Five Dollars (\$71,125). 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 Form". The hourly billing 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 State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses unless those expenses are included in Exhibit B or otherwise agreed to in writing and approved by SBCTA as required under this Contract.
- 3.3 INTENTIONALLY OMITTED.
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 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 of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10<sup>th</sup>. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

[ap@gosbcta.com](mailto:ap@gosbcta.com)

For large files over 30 megabytes, invoices can be submitted using this link:

<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during

the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

4.4 INTENTIONALLY OMITTED

4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

## **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, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above upon reasonable notice. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

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

## **ARTICLE 10. REPORTING AND DELIVERABLES**

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

## **ARTICLE 11. TECHNICAL DIRECTION**

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

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

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

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

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

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

11.2.1 Increases or decreases the Scope of Work;

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

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

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

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

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

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

## **ARTICLE 12. CHANGES**

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their

services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

#### **ARTICLE 14. CONFLICT OF INTEREST**

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

#### **ARTICLE 15. KEY PERSONNEL**

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

<b>Name</b>	<b>Job Classification/Function</b>
Peter Shellenberger	Engagement Manager
Darren Hodge	Project Support – Transportation Expertise
David Miller	Project Support – Toll Expertise
Brad Gullmino	Project Support – Transportation Policy Expertise
Liang Shan	Project Support – Toll Modeling Expert
Mudra Patel	Day to Day Support – Toll Modeling Expert
Eric Heidel	Day to Day Support – Quantitative Analyst

#### **ARTICLE 16. REPRESENTATIONS**

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

## ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall



preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
  - 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

## **ARTICLE 19. STOP WORK ORDER**

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

## **ARTICLE 20. CLAIMS**

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

## **ARTICLE 21. INSURANCE**

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- Coverage shall be appropriate for the CONSULTANT’S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall secure and maintain “tail” coverage for a minimum of 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 **\$3,000,000 each occurrence and in the aggregate.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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



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

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

**21.1.5 Commercial Auto.** The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including, hired 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 Cyber Liability Insurance.** appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per claim made. Any policy issued on a claims made basis shall have a retro date that is prior to the start of any contract with SBCTA. Claims made policies will require tail coverage for no less than five (5) year after the last payment on this contract is issued by SBCTA. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

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

#### 21.1.8 Railroad Protective Liability Intentionally Omitted

### 21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation, Cyber Liability, and Professional Liability insurance, shall be endorsed by an endorsement that provides the broadest additional insured coverage available in the commercial insurance market at the time of initial issuance and at each renewal,, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each applicable 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, CONTRACTOR shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any

deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$200,000 , the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

- 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', 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, except for Professional Liability, 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 [procurement@gosbcta.com](mailto:procurement@gosbcta.com), to the attention

of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 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.
- 21.2.11 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.
- 21.2.12 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, the SBCTA's Entities and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness,

or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

- 22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCTA's Entities and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from the negligent or intentional wrongful acts, errors, or omissions of any of CONSULTANT'S agents, officers, or employees and for any costs or expenses incurred by SBCTA on account of such Claims, 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 SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

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

## ARTICLE 32. COMMUNICATIONS AND NOTICES

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

<b>To CONSULTANT</b>	<b>To SBCTA</b>
44 Montgomery Street 3 <sup>rd</sup> Floor	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
San Francisco, CA 94104	<b>San Bernardino, CA 92410-1715</b>
Attn: Peter Shellenberger	<b>Attn: Hilda Flores</b>
Email: shellenbergerp@pfm.com	<b>Email: hflores@gosbcta.com</b>
Phone: 415-982-5544	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Darren Hodge	<b>Copy: Procurement Manager</b>
Email: hodged@pfm.com	<b>Email: procurement@gosbcta.com</b>

## ARTICLE 33. DISPUTES

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

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

#### **ARTICLE 34. GRATUITIES**

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

#### **ARTICLE 35. REVIEW AND ACCEPTANCE**

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

#### **ARTICLE 36. CONFIDENTIALITY**

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which 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. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA unless required to do so by law or judicial or regulatory process, in which case CONSULTANT shall provide written notice to SBCTA prior to such release.

#### **ARTICLE 37. EVALUATION OF CONSULTANT**

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

#### **ARTICLE 38. SAFETY**

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

#### **ARTICLE 39. DRUG FREE WORKPLACE**

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.



**ARTICLE 40. ASSIGNMENT**

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

**ARTICLE 41. AMENDMENTS**

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

**ARTICLE 42. INTENTIONALLY OMITTED****ARTICLE 43. CONTINGENT FEE**

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

**ARTICLE 44. FORCE MAJEURE**

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

**ARTICLE 45. WARRANTY**

CONSULTANT warrants that all Work performed shall be performed 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.

**PFM Financial Advisors, LLC**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

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

Peter Shellenberger  
Managing Director

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

Art Bishop  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

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

Sarah Hollenbeck  
Managing Director

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

Juanda L. Daniel  
Assistant General Counsel

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

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

**CONCURRENCE**

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

Shaneka M. Morris  
Procurement Manager

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

## EXHIBIT A SCOPE OF WORK

### FINANCIAL ADVISORY SERVICES FOR THE DEVELOPMENT OF AN OPERATIONS MODEL FOR TOLL OPERATIONS

#### OVERVIEW

Highways and interstates within San Bernardino County represent critical routes for commuters, recreational, and goods movement traffic across the region. Many of these facilities experience congestion which is expected to worsen as the County population continues to grow. San Bernardino County Transportation Authority (SBCTA) is currently developing projects on the Interstate 10 (I-10) and Interstate 15 (I-15) corridors to provide tolled express lanes to address this congestion. The Financial Advisor for these Corridor Projects, referred to herein as CONSULTANT, shall provide a range of financial services required to support and lead the effective planning, tracking, and reporting of the toll operations as well as planning for viable financing alternatives for future projects on the I-10 and I-15 corridors. The CONSULTANT will also assist in guiding the operations reporting and flow of funds as required in the related bond/loan indentures.

#### Project Descriptions

##### **I-10 Corridor Project**

The approved I-10 Corridor Project provides for one to two express lanes in each direction for approximately 33 miles from the Los Angeles County Line to Ford Street in Redlands. The project will be delivered in separate contract packages, known as I-10 Corridor Contract 1 (Los Angeles County Line to I-15), I-10 Corridor Contract 2 (I-15 to Pepper Avenue), and I-10 Corridor Contract 3 (Pepper Avenue to Interstate 215). Additional I-10 contract packages may also be considered from Interstate 215 to Ford Street. The Fully Funded Phase (Contract 1) is currently under construction by way of a design-build delivery process providing two express lanes from the Los Angeles/San Bernardino County line to I-15. The \$929 million project is partly funded by a \$225 million TIFIA loan.

Major project milestones for the I-10 Corridor Project(s) are as follows:

- I-10 Corridor Project Approval (PA)/Environmental Document (ED) Approval (7/6/17)
- Award Toll Services Provider (TSP) Contract to TransCore Holdings Inc. / Issue TSP Notice To Proceed (NTP)1 (6/13/18)
- Award Design-Builder (DB) Contract to Lane-Security Paving Joint Venture (8/16/18)
- Issue DB NTP 1 (9/7/18)
- FHWA Approves Initial Financial Plan (IFP) (9/19/18)
- Issue TSP Contract NTP2 (2/15/19)
- Issue DB Contract NTP2 (3/11/19)
- TIFIA Close of Finance (4/26/19)
- Begin Construction (DB Contract) (4/28/20)
- TIFIA interest rate reset, new loan closed (6/17/21)
- DB/TSP Contract Substantial Completion (August 2023)
- Revenue Service Commencement (August 2023)
- DB Contract Final Acceptance (December 2023)

- Project closeout (March 2024)

Additional information on this project can be found at [I-10 Express Lanes - SBCTA \(gosbcta.com\)](https://www.gosbcta.com/I-10-Express-Lanes).

### **I-15 Corridor Project**

The approved I-15 Corridor Project provides for one to two express lanes in each direction for approximately 14 miles from Cantu-Galleano Ranch Road south of State Route 60 to Duncan Canyon Road north of SR-210. Additional projects may be considered extending north to US-395. The first phase of the project from south of Cantu-Galleano Ranch Road in Riverside County to north of Foothill Boulevard is known as the I-15 Corridor Freight and Express Lanes Project - Contract 1 and will be delivered through a Design-Bid-Build approach utilizing traditional funding sources.

The current milestones are as follows:

- I-15 Corridor Project Approval (PA)/Environmental Document (ED) initiated (October 2014)
- Completion of PA/ED phase/ED Approval (December 2018)
- Completion of Design (PS&E) phase (May 2023)
- Begin Procurement phase (June 2023)
- Commence Construction (January 2024)
- Revenue Service Commencement (July 2026)
- Completion of Construction phase (May 2027)
- End Closeout Phase (August 2027)

Additional information on this project can be found at [I-15 Express Lanes - SBCTA \(gosbcta.com\)](https://www.gosbcta.com/I-15-Express-Lanes).

### **Deliverables**

The deliverables to be provided will be driven by the substantial completion of I-10 Corridor Contract 1, evaluation of financing strategies for new projects (or subsequent phases), and achieving financial close for new projects (or subsequent phases). Performance of the CONSULTANT services will include close coordination with SBCTA, the SBCTA Toll Service Provider, the SBCTA Traffic and Revenue (T&R) consultant, and the I-10 and I-15 environmental and engineering consultants.

### **I-10 Corridor Contract 1 Substantial Completion**

CONSULTANT shall perform the following services:

1. Furnish a Project Manager to coordinate all CONSULTANT activities with SBCTA.
2. Develop an operations model that incorporates the reporting requirements in the TIFIA loan for the I-10 Contract 1. Items to be include in the operations model:
  - a. Calendar of events that will trigger any prepayment(s), deposits to reserve accounts,
  - b. Schedule of events requiring TIFIA notification (substantial completion, change to projected substantial completion, etc.),
  - c. Monthly calculations/tracking of the flow of funds to all accounts per the requirements of the TIFIA loan agreement.
  - d. Compare Base case financial model against budgeted and actuals,
  - e. Debt matrix and coverage debts as well as other debt inputs per the TIFIA loan agreement,
  - f. Schedule to track major maintenance and repairs, to be started five years after substantial completion,
  - g. Schedule for the Annual operating budget and compare against actuals for expenditures and revenues
  - h. Operations and Maintenance (O&M) reporting,

- i. Monthly/quarterly traffic and operations reports, and
  - j. Other required reports/schedules.
3. Coordinate with the rating agencies to provide information necessary for the annual ratings.
4. Coordinate with the Toll Service Provider to obtain the detailed information for reporting, including financial and traffic reporting.

In performing the above services, CONSULTANT shall coordinate with the SBCTA finance team, which may include monthly/quarterly meetings.

**Potential additional Services for I-10 Corridor Contract 2 /3, I-15 Corridor Contract 1 and other I-10 and I-15 Projects that have not yet been identified**

The deliverables shall include general express lanes financial advisor support as needed to assist SBCTA in the continued decision making on future express lanes projects. Support may include development of an initial financial model as directed by SBCTA.

Additional services to be included in the scope of work but not the budgeted hours as the schedule and financing approach for the projects are not defined at this time.

The additional services shall be focused on achieving the following major Project milestones:

- Financial Model Development
- Indicative Rating and TIFIA Term Sheet or Other Credit Requirements
- Financial Close

The initial financial model and plan shall focus on assisting SBCTA with continued funding and financing decision making for each project. Should toll-based financing be selected for an identified project, CONSULTANT services will focus on achieving an Indicative Rating and TIFIA Term Sheet. Following completion of the initial plan, the plan shall be updated and finalized to support financial close.

Close coordination with SBCTA, the SBCTA T&R consultant, and environmental/engineering consultants will be a key requirement for the CONSULTANT.

CONSULTANT shall perform the following services:

1. Furnish a Project Manager to coordinate all CONSULTANT activities with SBCTA.
2. Periodically advise SBCTA regarding market conditions and financial strategies that could reduce the overall financing cost and/or the associated risk for SBCTA.
3. Develop a financial model that incorporates latest requirements for TIFIA, other credit, toll revenue bonds, SBCTA measure funds, and other available state and local revenue sources for each project. CONSULTANT shall make market-based assumptions for key financial inputs, including the proper use of discount rates, effective combination of senior and subordinate debt instruments, reasonable inflation rates, and appropriate values for debt service coverage ratios, reserve funds, capitalized interest and other financial inputs. Provide SBCTA with multiple financing alternatives, and recommend an optimal plan including an explanation of the basis for the recommendation. Emphasis shall be placed on developing a debt structure that is both deliverable and in the best interests of SBCTA.

4. Provide sensitivity analyses of the financial model as needed to support project financing and policy decision making.
5. Coordinate with SBCTA T&R consultant as needed during the development of Investment Grade T&R forecast, including review of the T&R results, and incorporate T&R results into the financial model.
6. Coordinate with consultants performing the PA/ED work, including review of capital cost estimates and O&M estimates, lifecycle costs and incorporate the resulting costs into the financial model.
7. Prepare a summary report for each project financing that would document the forecasting methodology, assumptions, inputs, findings and results. Discuss the different financial options that were considered and why the recommended financial structure represents the best value to SBCTA. Summary documents shall include a Financial Plan, pursuant to current FHWA guidance, and a Plan of Finance to support the TIFIA/other credit process and toll revenue bond financing.
8. Develop documents, exhibits, or other financial summaries that support the credit rating agency review process.
9. Participate in meetings as needed with SBCTA including presentations to rating agencies, bond insurers, institutional investors, and the TIFIA Joint Program Office to support a toll revenue bond financing and the process to acquire a TIFIA/other credit loan.
10. Lead the TIFIA/other credit process by developing documents that support the TIFIA application process including Letter of Interest, project presentation, TIFIA application, and any other support needed to secure TIFIA funding. Provide support during the TIFIA Credit Agreement negotiation and finalization.
11. Provide support and negotiate pricing of toll revenue bonds with the SBCTA financial underwriter team. If applicable, develop marketing strategies and an investor outreach plan which will result in the most favorable terms for the toll revenue bond financings.
12. Assist with financial plan sections of any required NEPA documents.
13. Provide additional financial advisor services as needed to support continued decision making and financial close for each of the three listed projects.

In performing the above services, CONSULTANT shall coordinate with the SBCTA Finance team, including other SBCTA Financial Advisor, bond and disclosure counsel, and a team of financial underwriters, as directed by SBCTA.

Services listed above may be expanded, reduced or eliminated if toll-based financing is not ultimately selected for one or more of the identified projects, or if one or more of the projects scheduled are delayed.





## EXHIBIT B -PRICE PROPOSAL for Time and Materials

23-1002833

### Key Personnel

Name	Classification/Title	Job Function	No. of Hours	Hourly Rate
Peter Shellenberger	Managing Director	Engagement Manager	65	\$ 350
Darren Hodge	Director	Project Support	5	\$ 325
David Miller	Managing Director	Project Support	15	\$ 350
Brad Guilmino	Director	Project Support	5	\$ 325
Liang Shan	Director	Project Support	15	\$ 325
Mudra Patel	Sr. Managing Consultant	Project Support	95	\$ 300
Eric Heidel	Sr. Analyst	Project Support	20	\$ 250
				\$
				\$
				\$
				\$
				\$
				\$
				\$
		<b>TOTAL:</b>	<b>220</b>	<b>\$ 69,625</b>

### Other Direct Cost Schedule (ODC)

*All ODC's are to be proposed at cost-without mark-ups.*

Type of ODC	Unit Cost	Estimated Budget Amount
Eligible expenses reimbursable with appropriate documentation and receipts	\$	\$ 1,500
	\$	\$
	\$	\$
	\$	\$
	\$	\$

PFM Financial Advisors LLC  
Proposer

Signature of Authorized Person

11/29/2022

Date



## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** March 1, 2023

***Subject:***

Appointment to the Independent Taxpayer Oversight Committee

***Recommendation:***

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

Approve the appointment of Patrick Morris to the Independent Taxpayer Oversight Committee, with a term ending March 1, 2025.

***Background:***

The Independent Taxpayer Oversight Committee (ITOC) was authorized as part of the Measure I Ordinance approved by the voters. The ITOC is a five-member body with particular experience and expertise that would aid them in reviewing the implementation of the Measure I expenditure plan. One of three current vacant positions on the ITOC is for a member of the public, who possesses the knowledge and skills, which will be helpful to the work of the ITOC. Staff received an application from Patrick Morris, former Mayor of the City of San Bernardino and San Bernardino County Transportation Authority (SBCTA) Board member, who possesses the requisite knowledge and skills gained from a career serving in a variety of elected and appointed positions overseeing public and non-profit agencies which includes the following:

- 5 years serving on the governing board of the San Bernardino City Unified School District, overseeing the budget of the largest school district in San Bernardino County.
- 30 years serving as a Superior Court Judge including several years as Presiding Judge overseeing the budget of one of California's largest judicial administrative units.
- 4 years serving on the California Judicial Council overseeing the administration, policies and budget of the California Judicial System.
- 8 years serving as Mayor of the City of San Bernardino overseeing policies and budget for a city of 220,000.
- 8 years serving on the San Bernardino Associated Governments (SANBAG) Board of Directors (Board) and chairing the Public Transportation Committee.
- 8 years serving on the Metrolink Board including two years as board chairman.
- 8 years serving on the Omnitrans Board.
- 50 years serving on the University of Redlands Board Of Trustees, overseeing the institutional policies and budget of the university.
- 8 years serving on the board of Loma Linda University Health's SACHS Clinics located throughout the Inland Empire.
- Many years serving on the governing boards of regional non-profits including Children's Fund, Habitat for Humanity, Boys and Girls Club, and the First Presbyterian Church of San Bernardino.

Normally the General Policy Committee would appoint an ad hoc committee to select ITOC member(s), but since only one application was received, staff instead conferred with the San Bernardino County Transportation Authority Executive Board, and is recommending the appointment of Mr. Morris to the ITOC.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

March 1, 2023

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Information on the ITOC, including the ITOC application and credentials or experience required to be a member, is available on the SBCTA website at [Independent Taxpayer Oversight Committee \(ITOC\) - SBCTA \(gosbcta.com\)](http://IndependentTaxpayerOversightCommittee(ITOC)-SBCTA(gosbcta.com)). **Two of the remaining vacancies are for members who are a current or retired manager of a major publicly and privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.**

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023. The Executive Board reviewed and approved the applicant's appointment to the ITOC on January 5, 2023.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

## ***Minute Action***

AGENDA ITEM: 8

***Date:*** *March 1, 2023*

***Subject:***

Board Presidential Appointments

***Recommendation:***

A. Note the presidential appointment for Mayor Helen Tran, City of San Bernardino, to serve on the Southern California Association of Governments (SCAG) Community, Economic, and Human Development Committee.

B. Note the presidential appointment for Mayor Helen Tran, City of San Bernardino, to serve on the Emerging Technology Ad Hoc Committee.

***Background:***

**Recommendation A:** This recommendation is to apprise the Board of the presidential appointment made for Mayor Helen Tran, City of San Bernardino, to serve on the Southern California Association of Governments (SCAG) Community, Economic and Human Development Committee. Per Policy No. 10001, the San Bernardino County Transportation Authority (SBCTA) Board President is authorized to make appointments to SCAG Committees. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of \$120 for up to four (4) Policy or Task Force meetings per month paid by SCAG. Terms of appointment expire December 31 of odd-numbered years.

**Recommendation B:** This recommendation is to apprise the Board of the presidential appointment made for Mayor Helen Tran, City of San Bernardino, to serve on the SBCTA Emerging Technology Ad Hoc Committee. This committee looks broadly at Transportation Technology and has a term end date of December 31, 2023.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review.

***Responsible Staff:***

Marleana Roman, Clerk of the Board

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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

## ***Minute Action***

### AGENDA ITEM: 9

***Date:*** March 1, 2023

***Subject:***

Award Freeway Service Patrol Technical Support Services Contract No. 22-1002818

***Recommendation:***

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

Award Contract No. 22-1002818 to Bernard Arroyo, a Sole Proprietor, for Freeway Service Patrol Technical Support Services, for a five-year term, from April 1, 2023 through March 31, 2028 for a not-to-exceed amount of \$206,437.50.

***Background:***

On November 1, 2022, Requests for Proposals (RFP) No. 22-1002818 was released for Freeway Service Patrol (FSP) Technical Services Support to seek a consultant to provide data collection and technical services support for the FSP Program.

An essential part of FSP program funding is the ability to provide accurate statistical data on a yearly basis to the California Department of Transportation (Caltrans). This data is collected through FSP tablets that are utilized by the drivers while they are in the field assisting motorists. FSP assist data is stored for both the San Bernardino and Riverside FSP programs through a shared stand-alone server that is managed by both San Bernardino County Transportation Authority (SBCTA) and Riverside County Transportation Commission (RCTC). SBCTA's FSP technical consultant will provide the following support: review and analyze the SBCTA FSP Customer Survey Card system, review and utilize the benefit/cost model that Caltrans requires for each Beat, and address a variety of data and program related tasks.

Pursuant to policy direction, SBCTA is required to award these types of contracts on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SBCTA. Such selection shall take into consideration prior experience of the consultant and/or representatives, understanding of work to be completed, and particular skills and expertise of the consultant and/or representatives proposed for the function.

The RFP notification for this project was received by 292 consultants registered on PlanetBids and was downloaded by 16 consultants.

On November 29, 2022, SBCTA received two (2) proposals, one from IC Systems, LLC and the other from Bernard Arroyo, a Sole Proprietor.

The Evaluation Committee (Committee) consisted of one SBCTA staff member, one representative from RCTC and one representative from the California Highway Patrol. The procurement professional reviewed each proposal to determine whether it was responsive to the requirements of the RFP. Each panel member independently read and scored each consultants proposal, and on December 12, 2022, the Committee met to evaluate and rank the proposals based on qualifications, related experience, reference scores, staffing and organization, and work plan. The Committee individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm – 30 points, Proposed Staffing and Project Organization – 20 points, Work Plan - 25 points, and Price - 25 points, for a total of 100 points.

*Entity: San Bernardino County Transportation Authority*

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On December 15, 2022, IC Systems, LLC and Bernard Arroyo, a Sole Proprietor, were invited to virtual interviews to further assess their capabilities in being able to fulfill the obligations of the scope of work. The Committee independently scored each proposal based on the bidder's answers to questions.

The interview and technical proposal were weighted 40% and 60%, respectively. Bernard Arroyo, a Sole Proprietor, was ranked number 1, while IC Systems, LLC., was ranked number 2. As a result of the scoring, the Committee recommended that the contract to perform the scope of work, as outlined in RFP No. 22-1002818, be awarded to Bernard Arroyo, a Sole Proprietor. Bernard Arroyo, a Sole Proprietor, ranked first in technical score and overall score. Furthermore, the consultant clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid plan.

Conclusively, staff recommends Bernard Arroyo, a Sole Proprietor, be awarded the contract in the amount not-to-exceed \$206,437.50 for a term through March 31, 2028.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

***Responsible Staff:***

Cheryl Wilson, Management Analyst II

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

## Contract Summary Sheet

9.a

## General Contract Information

Contract No: 22-1002818 Amendment No.: \_\_\_\_\_Contract Class: Payable Department: Air Quality and MobilityVendor No.: 00168 Vendor Name: Bernard Arroyo, a Sole ProprietorDescription: Freeway Service Patrol (FSP) Technical Support Services

Dollar Amount							
Original Contract		\$	206,437.50	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	206,437.50	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	206,437.50

## Contract Authorization

Board of Directors \_\_\_\_\_ Date: 03/01/2023 \_\_\_\_\_ Board \_\_\_\_\_ Item # 9345

## Contract Management (Internal Purposes Only)

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

State/Local \_\_\_\_\_ Professional Services (Non-A&amp;E) \_\_\_\_\_ N/A

## Accounts Payable

Estimated Start Date: 04/01/2023 Expiration Date: 03/31/2028 Revised Expiration Date: \_\_\_\_\_NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding		Total Contingency:	
							\$	206,437.50	\$	-
GL:	2810	15	0704	0000	52001	42212001	SAFE VEH REG		41,287.50	-
GL:	2820	15	0704	0000	52001	42213017	FSP.FSP22-6507.030_23-1002748		82,575.00	-
GL:	2820	15	0704	0000	52001	42213018	FSP.FSP23-6507.036_23-1002876		82,575.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Cheryl Wilson

Project Manager (Print Name)

Steven Smith

Task Manager (Print Name)

Additional Notes:

Attachment: 22-1002818-CSS (9345 : Award Freeway Service Patrol (FSP) Technical Support Services Contract - RFP No. 22-1002818)

**CONTRACT NO. 22-1002818****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****BERNARD ARROYO, A SOLE PROPRIETOR****FOR****TECHNICAL SUPPORT SERVICES FOR THE  
FREEWAY SERVICE PATROL PROGRAM**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Bernard Arroyo, a sole proprietor ("CONSULTANT"), whose address is 595 W. Rocks Drive Sanibel, FL 33957. 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 Cheryl Wilson, 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, and as otherwise authorized by SBCTA policies, but is not authorized to receive or issue payments.

## **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 March 31, 2028 until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Two Hundred Six Thousand Four Hundred Thirty Seven dollars and Fifty Cents (\$206,437.50). 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 Form". The hourly billing 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 State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses unless those expenses are included in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 INTENTIONALLY OMITTED.
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.



- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards..
- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 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 monthly payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with 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 monthly billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10<sup>th</sup>. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

[ap@gosbcta.com](mailto:ap@gosbcta.com)

For large files over 30 megabytes, invoices can be submitted using this link:

<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

## **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, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

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

of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 10. REPORTING AND DELIVERABLES**

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

## **ARTICLE 11. TECHNICAL DIRECTION**

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

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

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

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

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

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

11.2.1 Increases or decreases the Scope of Work;

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

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

- 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the “COMPENSATION” Article or the time required for Contract performance;
  - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
  - 11.2.6 Interferes with CONSULTANT’s right to perform the terms and conditions of the Contract unless identified herein; or
  - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA’s Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the “DISPUTES” Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA’s Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA’s Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA’s Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT’s letter that the Technical Direction is or is not within the scope of this Contract.
  - 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 12. CHANGES**

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



### **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

### **ARTICLE 14. CONFLICT OF INTEREST**

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

### **ARTICLE 15. KEY PERSONNEL**

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

<b>Name</b>	<b>Job Classification/Function</b>
Bernard Arroyo	Owner

## **ARTICLE 16. REPRESENTATIONS**

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

## **ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium (including any kind of social media) without first receiving the express written consent 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, other publications or any form of social media are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

## **ARTICLE 18. TERMINATION**

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



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

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

## **ARTICLE 19. STOP WORK ORDER**

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

## **ARTICLE 20. CLAIMS**

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

## **ARTICLE 21. INSURANCE**

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

21.1.1 Professional Liability. The policies must include the following:

A limit of liability not less than \$1,000,000 per claim

An annual aggregate limit of not less than \$1,000,000

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's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All sub-consultants of any tier performing any portion of the WORK for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONSULTANT.

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. Intentionally Omitted.

21.1.6 Pollution Liability Intentionally Omitted.

21.1.7 Cyber Liability Insurance – The policy must include the following:

- Policy form appropriate to the Consultant's profession and work hereunder, with limits not less than **\$1,000,000** per occurrence.
- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security.
- The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT.

21.1.8 Railroad Protective Liability – Intentionally Omitted.

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation, Pollution Liability and Professional Liability insurance, shall be endorsed by an additional insured endorsement that provides the broadest coverage that is available in the current commercial insurance market at the time of initial issuance and then at each renewal, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's

expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is 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 CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

- 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, Pollution 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 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 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.
- 21.2.11 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.
- 21.2.12 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, the SBCTA's Entities and their authorized officers, employees, agents and

volunteers (collectively “Indemnitees”), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

- 22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCTA’s Entities and their authorized officers, employees, agents and volunteers (“Indemnitees”), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA 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 SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

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

## **ARTICLE 32. COMMUNICATIONS AND NOTICES**

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

<b>To CONSULTANT</b>	<b>To SBCTA</b>
595 W. Rocks Drive	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Sanibel, FL 33957	<b>San Bernardino, CA 92410-1715</b>
Attn: Bernard Arroyo	<b>Attn: Cheryl Wilson</b>
Email: bernardarroyo@gmail.com	<b>Email: cwilson@gosbcta.com</b>
Phone: 858-344-7195	<b>Phone: (909) 884-8276</b>
	<b>Copy: Shaneka Morris</b>
	<b>Email: smorris@gosbcta.com</b>

## **ARTICLE 33. DISPUTES**

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA’s Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds

of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.

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

#### **ARTICLE 34. GRATUITIES**

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

#### **ARTICLE 35. REVIEW AND ACCEPTANCE**

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

#### **ARTICLE 36. CONFIDENTIALITY**

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which 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. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

#### **ARTICLE 37. EVALUATION OF CONSULTANT**

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

**ARTICLE 38. SAFETY**

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

**ARTICLE 39. DRUG FREE WORKPLACE**

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.

**ARTICLE 40. ASSIGNMENT**

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

**ARTICLE 41. AMENDMENTS**

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

**ARTICLE 42. PREVAILING WAGES**

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

**ARTICLE 43. CONTINGENT FEE**

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

**ARTICLE 44. FORCE MAJEURE**

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the

financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

#### **ARTICLE 45. WARRANTY**

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

#### **ARTICLE 46. ENTIRE DOCUMENT**

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

#### **ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

#### **ARTICLE 48. EFFECTIVE DATE**

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

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

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

**BERNARD J. ARROYO, A SOLE  
PROPRIETOR**

**SAN BERNARDINO COUNTY  
TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
Bernard J. Arroyo

By: \_\_\_\_\_  
Art Bishop  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

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

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

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

**EXHIBIT A**  
**SCOPE OF WORK**  
**TECHNICAL SUPPORT SERVICES FOR**  
**THE FREEWAY SERVICE PATROL PROGRAM**

**I. TECHNICAL SUPPORT SERVICES FREEWAY SERVICE PATROL (FSP) TASKS**

CONSULTANT shall provide support for the FSP Customer Survey Card system, including but not limited to, reviewing and utilizing the benefit/cost model that Caltrans requires for each Beat, and addressing a variety of data and program related tasks. Each year, CONSULTANT must assist SBCTA to report to Caltrans detailed statistics of its FSP Program.

CONSULTANT to assist SBCTA FSP Program staff with a variety of tasks, which include but not limited to:

**A. Monthly, Quarterly, and Annual Report Processing:**

Various monthly, quarterly, annual, and as needed reports or analysis are requested and need to be created by CONSULTANT. In addition, it is critical for the CONSULTANT to understand that the FSP Program reports all assist data to the Caltrans in Sacramento on an annual basis and that the data must be accurate as it is used to calculate the cost benefit for the FSP Program.

- 1. Quarterly Assist Report:** Each quarter a detailed report of all assists that were completed by all of the FSP tow truck operators must be provided in an Excel format. The report must detail a summary of assist types based on each FSP Tow Truck and needs to include the following:
  - a. Vehicles Towed To
  - b. Additional Assistance Needed
  - c. Problem with Vehicle
  - d. Type of Vehicle Serviced
  - e. Location of Vehicle
  - f. Incident Was Located By
- 2. Annual Caltrans Report:** CONSULTANT, in coordination with SBCTA FSP Program staff, must submit an annual report to Caltrans of all data that is needed for the Caltrans Cost Benefit model review and analysis. This data is reviewed by Caltrans in Sacramento, and needs to be prepared to address any questions from Caltrans regarding the data provided in a timely manner.
- 3. Monthly Drive Reports:** CONSULTANT to provide an analysis to SBCTA on a monthly basis regarding FSP Driver assists that had incomplete data entries and where motorist survey cards were not correctly handed out to the motoring public (therefore, addressing the duplicate survey issue that occurs).



4. **Quarterly Driver Survey Reports:** Quarterly Reports indicating motorist customer survey report based on each individual FSP tow truck driver. These quarterly reports must be received a minimum of two weeks prior to the quarterly FSP Driver meetings. The survey comments from the “customer survey cards” must be produced so that SBCTA FSP Program staff can easily print off and insert the comments for each driver in individual envelopes for each FSP tow truck driver.
  5. **Annual Year End FSP Assist Report:** CONSULTANT to provide a Fiscal Year summary to SBCTA of all assists formatted like the Quarterly Report noted above.
- B. Analysis, Review, and Document Creation (Tow Operator & Miscellaneous FSP Program support)**
1. **FSP Beat Descriptions:** CONSULTANT will manage and maintain the FSP Beat descriptions, providers, billing rates, number of trucks, if there are weekend services, and other pertinent information related to the FSP Program.
  2. **Caltrans Cost Benefit Model:** CONSULTANT must have the ability and a minimum of three (3) years’ of experience in utilizing and understanding the Caltrans FSP Cost Benefit Model.
  3. **Caltrans Annual MIS Report:** CONSULTANT to review and comment on the accuracy of the Management Information System (MIS) Report that is produced and distributed by Caltrans Sacramento indicating the cost benefit analysis for all of the San Bernardino FSP Beats.
  4. **FSP Program Analysis:** CONSULTANT to conduct various analysis, and special requests as requested by SBCTA FSP Program staff which includes, but not limited to:
    - a. FSP operating hours analysis
    - b. Trends in types of assists
    - c. Truck mileage analysis
    - d. Other analysis, as requested by SBCTA FSP Program staff
  5. **Assist and provide support in drafting Scopes of Work in areas that are deemed to be of expertise of the CONSULTANT for the FSP program to define deliverables, tasks, and data related requirements.**
  6. **Long Term Budget Plan (10 years) for the FSP Program**
    - a. CONSULTANT to work closely with SBCTA FSP Program Manager to review and provide an accurate analysis regarding the overall FSP Program budget. FSP budget analysis to be performed approximately every 24 months.
  7. **Maintain and Manage Tablet Inventory**
    - a. Ensure that all FSP tablets are assigned and with the correct FSP tow operator.
    - b. Maintain and manage the FSP tablet inventory spreadsheet.

- c. Monitor FSP tablet data use, cross check data provider FSP tablet billing/invoices.

**8. Create, Update, and/or Review Billing Invoices**

- a. Develop and/or update FSP Tow Operator invoice templates, which is used for monthly tow operator invoicing. Accuracy of data/information is extremely important.
- b. If requested by SBCTA FSP Program staff, CONSULTANT to assist in reviewing the accuracy of the data/information for monthly tow operator invoices.

**9. Assist FSP Program staff with various management and coordination of the FSP Program tasks**

- a. CONSULTANT to assist SBCTA Program staff with various data, analysis and report support requests as needed.

**II. FSP SERVICE PATROL - Program Deliverables**

CONSULTANT to maintain a server and database on a Microsoft SQL server to communicate and collect data from all of the San Bernardino FSP tablets. Please note, the SBCTA FSP Programs shares this server and the database with Riverside County Transportation Commission (RCTC) FSP Program. CONSULTANT will need to coordinate and maintain a professional, collaborative working relationship with the RCTC FSP Program staff and the RCTC consultant, who also uses, accesses and helps maintain the server and database for RCTC. SBCTA CONSULTANT to co-manage the FSP database, as well as maintain server operations, daily back-up, data processing, data review, etc.

- A.** CONSULTANT must be available on an on-call basis to provide FSP server and application support in the event of an FSP server outage.
- B.** CONSULTANT to ensure all SBCTA FSP data is backed up on a monthly basis (minimum).
- C.** CONSULTANT shall provide an electronic copy of the FSP database in a Microsoft Access format twice per year (every six months) to SBCTA FSP Program staff.
- D.** CONSULTANT shall keep the FSP data collection database unlocked for SBCTA use and access. SBCTA shall have the in-house ability to modify FSP tablet software and data collection database.
- E.** CONSULTANT will be responsible for facilitating the purchase of all software licenses needed for SBCTA FSP operations.
- F.** CONSULTANT shall develop and update FSP system web interfaces/applications and tools to allow SBCTA and CHP efficient and user-friendly access to SBCTA FSP data.
- G.** CONSULTANT shall process monthly and quarterly statistics package. This includes creating a detailed level report that breaks down motorist assists by truck, Beat, assist type, etc. Data is used for monitoring overall system performance and provided to state annually. Additional reports will be automated as needed for program analysis.



- H. CONSULTANT shall have the ability to update the FSP data collection software application using the Droid DB software. The software application should be updated “Over the Air” to all tablets in the field that are being used by tow truck operators. Software updates for devices shall be conducted on an as needed basis (historically 1-2 times a year) to accommodate the changes in the FSP program, for example: new drivers, changes in Beats or a major software upgrade (for example, adding new data collection forms to the existing software).
- I. CONSULTANT shall maintain a system to ensure all tablet devices can be setup to accommodate the FSP software application and are properly collecting data and reporting to the FSP server. CONSULTANT shall maintain all tablet devices to ensure they are correctly operating. This includes updating tablet software, inspecting tablet devices, monitoring equipment, purchasing tablets, tablet protective gear, mounts, etc., on SBCTA’s behalf when needed and with SBCTA’s Program staff written (email okay) approval.
- J. CONSULTANT shall maintain and process data for Customer Satisfaction Surveys. This includes maintaining the website that allows the end user to provide customer input on the FSP Program. Data from Customer Service Surveys is merged with FSP data to measure customer satisfaction. This data is also used in monitoring the accuracy of data input in the tablet devices when a motorist assist is completed.
- K. As the server is shared with RCTC, Consultant should coordinate server support and software updates with RCTC.
- L. CONSULTANT shall develop procedures and/or manuals documenting how to perform the applicable technical related tasks associated with SBCTA FSP Program.

### III. FSP SOFTWARE AND HARDWARE EXPERIENCE

Consultant shall utilize and maintain several different “off the shelf” software programs to collect and manage data for the day-to-day program operations. CONSULTANT primary business operations must be based in the United States. CONSULTANT must support at a minimum the following software and hardware:

- A. **Droid DB Software:** this software is utilized on Android tablets to create the FSP data collection application for the FSP Program. The application is used to collect the following data: tow operator assists, mileage logs, and tow truck inspection reports. CONSULTANT must have the ability to program and compile the software application, and make changes to the programming code when needed. CONSULTANT will be required to maintain the software version control and the “User’s Guide” for the FSP Standard Operating Procedures (SOP).
- B. **Xline ASP Runner Pro Software:** software used to create the on-line website that allows for real time data to be viewed and downloaded, including the: tow operator assist, mileage logs, tow truck inspection reports, and the online motorist survey form. CONSULTANT needs to facilitate the purchase of the annual software licenses.

- C. Microsoft Server:** Microsoft SQL server used to store and retrieve data as requested by the FSP data collection application. CONSULTANT is responsible for updating and maintaining the FSP server.
- D. Android Tablets:** There are 40-plus tablets in use by the SBCTA FSP tow truck operators to collect assist data (referenced above). CONSULTANT must ensure all tablets are up to date with the latest version of the FSP software application.
- E. Air Droid Software:** Software is used to manage software updates and provide remote support for the tablets while they are out in the field. This allows for the tablets to be updated and configured over the air as well as addressing any issues the end user may have with the tablets.
- F. APP Blocker Software:** Software used to block the use of specific applications.

# EXHIBIT B PRICE FORM

9.d



## Time and Materials / Key Personnel

Name	Classification / Title	Job Function (Arroyo to do All work in RFP)	Estimated # of hours	Hourly Rate	Total
B. Arroyo	Owner	FY 22/23 (3 mo)	70.5	\$ 130	\$9,165
		FY 23/24	282	\$ 135	\$38,070
		FY 24/25	282	\$ 140	\$39,480
		FY 25/26	282	\$ 145	\$40,890
		FY 26/27	282	\$ 150	\$42,300
		FY 27/28 (9 mo)	211.5	\$ 155	\$32,782.50
			<b>1,410</b>		<b>\$202,687.50</b>

## Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Amount	Budget
Annual software license, Xline (\$10.38 mo), Airdroid (\$52.08 mo). To be billed monthly @ \$62.50	\$ 750 per yr.	\$ 3,750	
	\$	\$	
	\$	\$ 3,750	

**Grand Total \$206,437.50**

## ***Minute Action***

### AGENDA ITEM: 10

***Date:*** March 1, 2023

***Subject:***

Amendment No. 1 to Contract No. 18-1001811 with Dynamic Engineering Services Inc. for Construction Management Services for the State Route 60 Central Avenue Interchange Project

***Recommendation:***

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

A. Approve an exception to the Procurement and Special Risk Assessment Policy No. 11000 and extend the termination date of Contract No. 18-1001811 with Dynamic Engineering Services, Inc. (DESI), to October 4, 2024, which is approximately 18 months beyond the 5-year maximum term outlined in Policy No. 11000.

B. Approve Amendment No. 1 to Contract No. 18-1001811 to extend the contract termination date to October 4, 2024, to allow DESI sufficient time to perform inspections during the one-year plant establishment period and support closeout activities.

***Background:***

The State Route (SR) 60 Central Avenue Interchange Project (Project) proposes to widen the existing Central Avenue Bridge over SR 60, widen both westbound and eastbound on-ramps, and improve both ramp intersections. The Project would improve local street circulation, facilitate freeway access for the City of Chino (City), and improve regional mobility. San Bernardino County Transportation Authority (SBCTA) and the City executed Cooperative Agreement No. R14050 in June 2014, whereby SBCTA would be the lead agency for all Project phases. Since then, the Project has begun construction.

On April 4, 2018, Contract No. 18-1001811 was executed with Dynamic Engineering Services, Inc. (DESI) for construction management of the SR 60 Central Avenue Interchange Project in the City of Chino. Construction Management activities include constructability review of the project plans and specifications, bid and award support, and management of the construction contract. Advertisement of the contract was deferred as staff applied for, and was able to allocate, over \$8 million of State Transportation Corridor Improvement Funds (TCIF). On August 4, 2020, the construction contract was advertised and on December 2, 2020, the construction contract was awarded. Work began after a Notice to Proceed (NTP) was issued on January 20, 2021.

At the time of the NTP, California Department of Transportation (Caltrans) was wrapping up their Three Bridges Replacement Project with an anticipated completion date of April 28, 2021. The bridges included in the Caltrans project are Pipeline Avenue, Monte Vista Avenue, and Benson Avenue. The SR 60 Central Avenue Bridge is in between two of the three bridges in the three-bridge project. Benson Avenue is to the east of Central Avenue; and Monte Vista Avenue and Pipeline Avenue are to the west of Central Avenue.

Construction on the SR 60 Project initially proceeded as planned with grading of the ramps and interchange gore areas, construction of the abutments, and installation of the bridge girders on the northbound bridge. In summer 2021, the contractor notified the Resident Engineer and SBCTA that they would be unable to proceed with retaining wall (RW) work per their approved Critical Path Method (CPM) schedule because the temporary striping in place for the Caltrans

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

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Three Bridges Replacement Project conflicted with the temporary striping that would allow full work area access to build the SR 60 Central RWs (RW 12 and RW 29).

The Caltrans contract pushed the traffic to the outside lanes to create work zones for the Caltrans bridge widening in median. The SR 60 Central Bridge Project pushed traffic inwards, to create work zones in the outer lanes. With the projects shifting traffic in opposite directions, the SR 60 Central Project could not implement the temporary striping per plan without creating an abrupt traffic shift. Therefore, the temporary striping had to be adjusted in order to achieve a safe and allowable taper.

SBCTA's construction management team worked with the contractor to shift work around to minimize delay impacts and to complete other elements of the projects. A portion of the Stage 1 temporary striping plan was revised via Change Order No. 4 due to striping conflict with adjacent project (Caltrans' Three Bridges Replacement Project (EA0F030)); Change Order No. 23 adjusted the temporary striping for Stage 2 work.

Based on a review of the remaining construction management support from DESI, staff is recommending that the Board approve a contract time extension for Contract No. 18-1001811 through October 4, 2024, to allow DESI sufficient time to perform inspections during the one-year plant establishment period and support closeout activities. This termination date places the contract duration approximately 18 months beyond the five-year contract term under SBCTA's Procurement and Special Risk Assessment Policy No. 11000. DESI was selected through a competitive procurement process as the most qualified firm to perform design services for this Project based on a review of their proposal and an interview by a panel consisting of SBCTA, the City, and Caltrans staff. DESI has been providing competent services in execution of their contract. This amendment will provide the needed construction services during plant establishment and closeout without disruption to the overall Project delivery. To date, the qualifications and performance, support processing this amendment with DESI through Project completion. This amendment complies with Policy No. 11000, V.C.3.d, and V.C.f.iii, as DESI is the best firm positioned to perform this work due to their unique knowledge of the Project.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0820, Sub-Task No. 0893 (SR-60 Central Avenue Interchange).

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

***Responsible Staff:***

Kristi Harris, Construction Manager

Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

## General Contract Information

Contract No: 18-1001811 Amendment No.: 1Contract Class: Payable Department: Project DeliveryVendor No.: 02924 Vendor Name: Dynamic Engineering Services, Inc.Description: Construction Management services for the SR-60 Central Avenue Interchange project

Dollar Amount							
Original Contract		\$	3,196,115.80	Original Contingency		\$	319,611.00
Prior Amendments		\$	6,000.00	Prior Amendments		\$	(6,000.00)
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	3,202,115.80	Total Contingency Value		\$	313,611.00
	Total Dollar Authority (Contract Value and Contingency)					\$	3,515,726.80

## Contract Authorization

Board of Directors Date: 03/01/2023 Board Item # 9337

## Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No No Budget Adjustment

Local MOU/COOP/JPA Monthly

Accounts Payable													
Estimated Start Date:		04/04/2018			Expiration Date:		04/04/2023			Revised Expiration Date:		10/04/2024	
NHS:		N/A		OMP/QAP:		N/A		Prevailing Wage:		Yes			
									Total Contract Funding:		Total Contingency:		
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	3,202,115.80	\$	313,611.00	
GL:	6010	40	0830	0893	52005	42405002	5	City of Chino		1,882,844.09		184,403.27	
GL:	4120	40	0830	0893	52005	41100000	5	MSI (4120)		1,319,271.71		129,207.73	
GL:										-		-	
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Paul Melocoton

Henry Stultz

Project Manager (Print Name)

Task Manager (Print Name)

Contingency release No. 1, \$6,000 on 6/21/2018.

This amendment is for a time extension only.

Attachment: CSS 18-1001811 (9337 : Amendment No. 1 to Contract No. 18-1001811 - SR 60 CM Services with DESI)

**AMENDMENT NO. 1 TO CONTRACT No. 18-1001811**

**FOR**

**CONSTRUCTION MANAGEMENT SERVICES**

**SR-60/CENTRAL AVENUE INTERCHANGE IMPROVEMENT PROJECT**

**(DYNAMIC ENGINEERING SERVICES, INC.)**

This AMENDMENT No. 1 to Contract No. 18-1001811 is made by and between Dynamic Engineering Services, Inc. ("Consultant") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

**RECITALS:**

- A. On April 4, 2018, SBCTA approved Contract No. 18-1001811 ("Contract") to engage the services of Consultant to provide professional services for construction management of the State Route 60 Interchange Improvement ("Project").
- B. On June 21, 2018, a contingency amendment of \$6,000 was approved, increasing the contract amount by \$3,202,115.80.
- C. Completion of the construction of the Project is now forecasted to extend beyond the original planned completion date due to several factors, therefore extending the project schedule.
- D. Parties desire to amend Contract termination date to allow Consultant to complete work within the revised project schedule.

**NOW THEREFORE**, the Parties agree as follows:

1. Amend Section 4.1 in its entirety to read as follows:  
  
"This Contract shall go into effect on April 4, 2018, contingent upon approval by SBCTA's Awarding Authority, and Consultant shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on October 4, 2024, unless extended by written amendment."
2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect.
4. This Amendment No. 1 is effective on the date executed by SBCTA.

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

IN WITNESS WHEREOF, the authorized parties have signed below.

**DYNAMIC ENGINEERING SERVICES,  
INC., A CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Victor O Moore  
Chief Executive Officer

By: \_\_\_\_\_  
Art Bishop  
Board President

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chia-Chi Wang  
Chief Financial Officer

By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

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

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

CONCURRENCE

By: \_\_\_\_\_  
Beatriz Valdez  
Director of Special Projects and  
Strategic Initiatives.

DRAFT

Attachment: 18-1001811-01 (9337 : Amendment No. 1 to Contract No. 18-1001811 - SR 60 CM Services with DESI)



## ***Minute Action***

### AGENDA ITEM: 11

***Date:*** March 1, 2023

***Subject:***

Interstate 10 Corridor Contract 2 - Right-of-Way Appraisals and Offers

***Recommendation:***

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

- A. Authorize staff to complete appraisal of properties identified in Table A and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the Interstate 10 Corridor Freight and Express Lanes Project - Contract 2; and
- B. Authorize the Director of Project Delivery to add or remove parcels in Table A, as deemed necessary for the Project.

***Background:***

San Bernardino County Transportation Authority (SBCTA) is proceeding with the delivery of the I-10 Corridor Freight and Express Lanes Project - Contract 2. The acquisition of Temporary Construction Easements (TCE) and Partial Fee from 97 properties, which includes two (2) Common Street Area, two (2) industrial, 12 Railroad, one (1) retail, 53 commercial, and 27 residential properties, are required to construct and operate the Project.

It is anticipated that in March 2023, a cooperative agreement will be approved between SBCTA and the California Department of Transportation (Caltrans), authorizing expenditures for Right-of-Way (ROW) and defining SBCTA's role as the lead agency for acquisition of ROW. Costs for ROW on this Project will be funded with Measure I. Environmental approval occurred on May 15, 2017, and staff would like to proceed with appraisals. The anticipated property rights needed for the Project are listed in Table A below.

**Table A: Anticipated Property Rights Needed**

<b>Assessor Parcel Number</b>	<b>Current Owner</b>	<b>Current Land Use</b>	<b>Remarks</b>
023-805-246	Shea Center Ontario	Common Street Area	TCE-Retaining Wall
023-805-246	Shea Center Ontario	Common Street Area	Fee-EB Off at Etiwanda Ave
023-805-244	Shea Center Ontario	Industrial	TCE-Retaining Wall
023-805-253	VID Enterprises LCC	Industrial	Fee-EB Off at Etiwanda Ave
023-601-110	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
023-603-114	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
023-603-115	Southern Pacific Railroad	Railroad	TCE-Retaining

*Entity: San Bernardino County Transportation Authority*

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	Company		Wall/Barrier
023-604-125	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-114-127	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-114-114	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-422-111	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-324-214	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-424-114	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-424-106	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
013-221-104	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-416-101	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
023-805-139	Pancal Ontario Phase Two 255 LLC	Commercial-Landscape Area	TCE-Retaining Wall/Barrier
023-805-140	Pancal Ontario Phase Two 255 LLC	Commercial-Landscape Area	TCE-Retaining Wall/Barrier
N/A	City of Ontario	Public Right-of-Way	TCE-Retaining Wall/Barrier
023-425-218	Starlite Mgmt-III LP	Residential	TCE-Sound Wall
023-425-202	David Dominguez Hooper	Residential	TCE-Sound Wall
023-425-203	Armando Villa	Residential	TCE-Sound Wall
023-425-204	Gustavo De La Cruz	Residential	TCE-Sound Wall
023-425-205	Parham Ghodsi	Residential	TCE-Sound Wall
023-425-206	Mushegain Indust Prop LP	Residential	TCE-Sound Wall
023-425-207	Romero Abele A.	Residential	TCE-Sound Wall
023-425-208	Julie Marie Trinh	Residential	TCE-Sound Wall
023-425-209	Louie A. Sierr	Residential	TCE-Sound Wall
023-425-210	Isidro Mendoza	Residential	TCE-Sound Wall
023-425-214	Uriel Iraheta	Residential	TCE-Sound Wall
023-425-213	Lizbeth Jeanette Godina	Residential	TCE-Sound Wall
023-425-217	Kal Freight Inc	Residential-Vacant	TCE-Sound Wall
023-517-226	Rosa Fernandez	Commercial	TCE-Sound Wall
023-517-217	J. Refugio Esparza	Residential	TCE-Sound Wall
023-517-218	Starlite Management	Residential	TCE-Sound Wall
023-517-010	Lupita Garci	Residential	TCE-Sound Wall
023-517-019	Jose A. Lomeli	Residential	TCE-Sound Wall
023-517-020	14997 Washington LLC	Commercial	TCE-Sound Wall

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023-517-014	14997 Washington LLC	Commercial	TCE-Sound Wall
023-517-015	Hugo Cesar Rodriguez Saldana	Residential	TCE-Sound Wall
023-517-024	Barbara Yescas	Commercial	TCE-Sound Wall
023-517-025	Barbara Yescas	Commercial	TCE-Sound Wall
023-517-022	Barbara Yescas	Commercial	TCE-Sound Wall
023-517-023	Gustavo De La Cruz	Commercial	TCE-Sound Wall
023-517-009	Gustavo De La Cruz	Commercial	TCE-Sound Wall
023-517-008	Sabrenda L. Gutierrez	Commercial	TCE-Sound Wall
023-517-001	Fernando Yanez Sr Family Living Trust	Commercial	TCE-Sound Wall
023-518-214	Edmundo Beltran Cazarez	Commercial	TCE-Sound Wall
023-518-215	Edmundo Beltran Cazarez	Commercial	TCE-Sound Wall
023-518-211	Elizebeth Espinoza	Commercial	TCE-Sound Wall
023-518-210	Arnoldo Espinoza	Commercial	TCE-Sound Wall
023-518-207	David Ayala	Commercial	TCE-Sound Wall
023-518-206	Santi Trust	Commercial	TCE-Sound Wall
023-518-205	Leo B. Galvan	Commercial	TCE-Sound Wall
023-518-204	Joseph G. McLoughlin Living Trust	Commercial	TCE-Sound Wall
023-518-203	Joseph G. McLoughlin Living Trust	Commercial	TCE-Sound Wall
023-518-213	Mario A. Benitez	Commercial	TCE-Sound Wall
023-521-113	IPT Valley Logistics Center LLC	Commercial	Fee-Drainage
025-113-214	Duncan T. Bush	Residential-Vacant	TCE-Sound Wall
025-113-208	Andres Garcia	Residential	TCE-Sound Wall
025-116-207	Baltimore N. Diaz	Residential	TCE-Sound Wall
025-120-104	Valencia Gateway Retail IV LLC	Retail-Parking	TCE-Retaining Wall
025-121-119	Extra Space Properties Forty LLC	Commercial-Landscape Area	TCE-Sound Wall
025-121-121	Sierra ME LLC	Mobile Park	TCE-Sound Wall
025-221-102	Villa Fontana Mobiles Estates LLC	Mobile Park	TCE-Sound Wall
025-211-130	Bell Plaza LLC	Commercial-Landscape Area	TCE-Sound Wall
025-212-116	Vataylor LLC	Commercial-Landscape Area	TCE-Sound Wall
025-214-201	Carlos Garcia	Commercial/Residential	TCE-Sound Wall
025-214-205	ATHSP LLC	Commercial/Residential	TCE-Sound Wall
025-214-206	ATHSP LLC	Commercial/Residential	TCE-Sound Wall
025-214-244	Leon R. Rodarte Sr	Commercial/Residential	TCE-Sound Wall
025-214-245	Arlon Transportation LLC	Commercial/Residential	TCE-Sound Wall

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025-214-237	Felipe Cardenas	Commercial/Residential	TCE-Sound Wall
025-214-234	Felipe Cardenas	Commercial/Residential	TCE-Sound Wall
025-214-235	RJL Revocable Living Trust	Commercial/Residential	TCE-Sound Wall
025-214-210	Pedro P. Custodio	Commercial/Residential	TCE-Sound Wall
025-214-209	Pedro P. Custodio	Commercial/Residential	TCE-Sound Wall
025-214-211	Cid Family Trust	Commercial/Residential	TCE-Sound Wall
025-214-212	Cid Family Trust	Commercial/Residential	TCE-Sound Wall
025-214-248	Juan Palacious	Commercial/Residential	TCE-Sound Wall
025-214-241	Kamol Kamilovich Abduvahabov	Commercial/Residential	TCE-Sound Wall
025-214-240	Pena Brothers LLC	Commercial/Residential	TCE-Sound Wall
025-214-233	Vera G. Reichert	Commercial/Residential	TCE-Sound Wall
025-214-238	Julio C. Robles	Commercial/Residential	TCE-Sound Wall
025-214-239	Julio C. Robles	Commercial/Residential	TCE-Sound Wall
025-214-227	Erasmio Robles	Commercial/Residential	TCE-Sound Wall
025-214-228	Erwin Weinhart	Commercial/Residential	TCE-Sound Wall
025-214-229	Erwin Weinhart	Commercial/Residential	TCE-Sound Wall
025-214-230	Everardo Cortez Revocable Living Trust	Commercial/Residential	TCE-Sound Wall
025-214-219	Ruben Zepeda Caballero	Commercial/Residential	TCE-Sound Wall
025-214-220	Dennis L. Frogge Living Trust	Commercial/Residential	TCE-Sound Wall
025-214-221	Anania Furdui	Commercial/Residential	TCE-Sound Wall
025-214-222	Anania Furdui	Commercial/Residential	TCE-Sound Wall
025-116-116	Eliodoro Gutierrez	Residential	TCE-Sound Wall
025-216-115	Aaron Arellano	Residential	TCE-Sound Wall
013-221-111	William Kalmikov	Residential	TCE-Retaining Wall
013-221-108	William Kalmikov	Residential	TCE-Retaining Wall

Upon completion of appraisals, Just Compensation will be offered to property owners of record, in an amount not less than the appraised value of the property rights required for Project implementation. Staff will make diligent efforts to reach settlements with affected property owners. Per the terms of the cooperative agreement, in the event that settlement agreements cannot be reached with property owners, as the lead for eminent domain, the SBCTA Board of Directors will conduct Resolutions of Necessity (RON) hearings to consider adoption of RONs as necessary.

As the final design progresses, the property rights needed and properties listed in Table A could slightly change. For the purposes of streamlining the ROW process, and in order to meet the Project schedule, staff recommends the Director of Project Delivery be authorized to make changes to Table A, provided the properties are environmentally cleared. Any changes will be presented at a future Board of Directors Metro Valley Study Session meeting as an informational item.

## Board of Directors Agenda Item

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The anticipated property rights needed currently consist of TCEs needed to construct the Project and permanent access control limits needed to accommodate safe ingress and egress to adjacent properties when the future geometric configuration of the facility is in place.

The anticipated property rights needed currently consists of sliver fee acquisitions, permanent easement, and TCEs needed to construct, operate, and maintain the Project.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (16-0-1; abstained Hagman) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023.

***Responsible Staff:***

Sal Chavez, Project Delivery Manager

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 12

***Date:*** March 1, 2023

***Subject:***

Interstate 10 Corridor Contract 2 - Contract Task Order No. 15 to Contract No. 18-1001909 for Right-of-Way Services

***Recommendation:***

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

Approve Contract Task Order (CTO) No. 15 to Contract No. 18-1001909 in the amount of \$909,829.30 for Right-of-Way Services for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2, to Overland Pacific and Cutler, Inc.

***Background:***

On March 7, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded On-Call Right-of-Way (ROW) Services Contracts to Bender Rosenthal, Inc. (Contract No. 18-1001823), Property Specialists, Inc. (Contract No. 18-1001906), Epic Land Solutions, Inc. (Contract No. 18-1001907), and Overland Pacific and Cutler, Inc. (Contract No. 18-1001909), with the intent to competitively award Contract Task Orders (CTOs) as the need arises.

The Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 is currently in final design phase and it is anticipated that three (3) sliver fee and 94 temporary construction easements will be required based on the single express lane design. ROW appraisal and support services for the acquisition of these properties are anticipated within the next month.

A Request for Proposals for ROW Services on the I-10 Corridor Freight and Express Lanes Project – Contract 2, was issued on October 25, 2022 to the on-call ROW bench: Bender Rosenthal, Inc., Epic Land Solutions, Inc., Overland Pacific & Cutler, Inc. (OPC), and Property Specialists, Inc. As of November 14, 2022, two (2) proposals were received from Bender Rosenthal, Inc. and OPC.

Proposals received by the date and times specified were evaluated by staff. Written questions were submitted and responded to via e-mail. Based upon the information presented in the proposals, staff is recommending that Contract Task Order (CTO) No. 15 be awarded to OPC for an amount not-to-exceed \$909,829.30 to be funded with Measure I Valley Freeway Program funds, consistent with the 10-Year Delivery Plan.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA Procurement Manager and Risk Manager have reviewed this item and the draft CTO.

***Responsible Staff:***

Sal Chavez, Project Delivery Manager

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
March 1, 2023  
Page 2

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

San Bernardino County Transportation Authority



## Contract Task Order

Except as otherwise expressly provided herein, Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Master Contract referenced below. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

Consultant Name: Overland Pacific and Cutler (OPC) Contract No.: 18-1001909

CTO No.: 15

Amendment No.: 0

Period of Performance: CTO Start Date is effective on date executed by SBCTA CTO Completion Date: 03/31/2023

### Scope of Work Description – Attach Scope of Work

### CTO Pricing – Attach Price Proposal

☐ Lump Sum ☒ Time and Materials

Original CTO Amount: \$	Not to Exceed CTO Amount: \$	\$909,829.30
Amendment # <u>    </u> to CTO # <u>    </u>	Not to Exceed Amendment Amount: \$	<u>    </u>
Cumulative Amount of All Amendments: \$		<u>    </u>
REVISED TOTAL CTO AMOUNT (Amount includes all Amendments): \$		\$909,829.30
Funding String For This CTO:		<u>0821.640.000.53750</u>

<u>Subcontractors:</u>	DBE	Amount	Cumulative Amount
<u>    </u>	<u>    </u>	\$ <u>    </u>	\$ <u>    </u>
<u>    </u>	<u>    </u>	\$ <u>    </u>	\$ <u>    </u>

Consultant hereby acknowledges receipt and acceptance of the Contract Task Order. Authorized to sign:

Name

Date

San Bernardino County Transportation Authority

Board President

Date

**\*Amendment 1 for this contract is being processed for a one year time extension. A CTO amendment will be processed to extend the expiration date.**

Contract Expires: 03/31/2023

Available Authority: \$3,925.061.78 – Remaining authority: \$3,015,232.48



**ATTACHMENT A**  
**SCOPE OF WORK**

### **Scope of Work (SOW)**

San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the Right-of-Way (ROW) phase of the Interstate 10 (I-10) Corridor Freight and Express Lane Project - Contract 2 (“Project”) from Interstate 15 (I-15) to Pepper Avenue. SBCTA Sales Tax Measure I will be used to cover the cost of the preparation of the ROW phase.

The project proposes to add one express lane in median in each direction through this corridor segment. At I-15, one express lane will be added in each direction, connecting to the existing express lane in each direction currently being constructed by SBCTA. The express lane will continue to Pepper Avenue, then transition back to the existing general purpose lanes at Pepper Avenue. In addition, auxiliary lanes and other operational improvements are planned through this corridor.

The environmental document and project report for an entire corridor was approved in May, 2017. Final design for the single express lane is currently underway and will minimize impacts to ROW. Currently, it is anticipated that three (3) sliver fee and ninety-four (94) Temporary Construction Easements (TCE) will be required for the project. The TCEs are necessary to construct soundwalls along the existing State ROW.

#### **I. APPLICABLE STANDARDS**

All documents shall be prepared in accordance with current SBCTA, Caltrans, local agency (City of Ontario, Fontana, Rialto, and Colton) (City) regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

#### **II. GENERAL DESCRIPTION OF REQUIRED SERVICES**

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, and exhibits, necessary to complete the ROW services.
- C. The deliverables list for the ROW will be refined during the initial planning and scoping Project Development Team (PDT) and/or ROW meeting. Not all deliverables may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the ROW meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this

Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.

- G. The ROW will be prepared in English units.
- H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information.
- K. The final engineering documents must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer or land surveyor most directly in responsible charge or other registered or certified professional working on the document as specified in Section 9 of the Project Development Procedures Manual.
- L. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files. For preliminary and draft documents, electronic copies will be submitted to SBCTA for review. Hardcopies of final reports will be provided to Caltrans and SBCTA.

### III. GENERAL ASSUMPTIONS

- A. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- B. CONSULTANT will coordinate with SBCTA, Cities, and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- C. SBCTA design consultant will perform all ROW Engineering services (ROW Appraisal Maps, Legal Description and Plats including Closure Report, Resolution of Necessity Exhibits, Exhibits for ROW acquisition, and Deeds).
- D. Assume one SBCTA peer review and two Caltrans and City reviews for each major deliverable and a workshop for comment resolution, if required.
- E. Assume up to 5 fee parcel and 97 temporary construction easements will be acquired as part of the ROW Services for the project.
- F. Assume up to 5 Goodwill Appraisals.
- G. Preliminary Title Reports will be acquired by CONSULTANT.

#### IV. SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

#### V. SUMMARY OF TASKS

##### **TASK 3.100.15 - PROJECT MANAGEMENT**

###### Task 3.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

###### *Deliverables:*

- *Monthly Progress Reports*

###### Task 3.100.15-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans, City, and other agencies, in ROW meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and distribution of project records and information, and responses to all internal requests for information about the project.

###### *Deliverables:*

- *ROW meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.*

###### Task 3.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule monthly or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Quality Control/Quality Assurance (QA/QC) Plan and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

*Deliverables:*

- *Project Schedules*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*

**TASK 3.225-PERFORM RIGHT OF WAY APPRAISALS AND ACQUISITIONS**

Task 3.225-1 Right-of-Way Appraisal Services – CONSULTANT shall provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such appraisal services may include, but are not limited to the following:

1. CONSULTANT shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Chapter 6. Art 1. Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP) and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. CONSULTANT must be licensed by the State of California.
2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. All reports and deliverables shall generally be transmitted electronically to AUTHORITY.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required because of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.
6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by CONSULTANT to accompany the CONSULTANT during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the CONSULTANT to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the CONSULTANTS responsibility to contact SBCTAs project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the CONSULTANT may need cross sections or other project engineering data to complete the report.

8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
9. Where the acquisition involves only a part (or portion) of the property, the CONSULTANT will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The CONSULTANT will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
12. The CONSULTANT must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.
13. CONSULTANT shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering). CONSULTANT may be required to coordinate with SBCTA staff and/or consultants for such services as directed by SBCTA. Fees charged by SBCTA staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by SBCTA.
15. It is the CONSULTANT'S responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.
16. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall notify SBCTA who will request a legal opinion. SBCTA's legal counsel shall render all legal opinions.
17. It is the CONSULTANT's responsibility to contact SBCTA's project manager to arrange for legal counsel discussions and/or clarifications in identifying personal or real property.
18. If hazardous waste is discovered on the property, CONSULTANT shall notify SBCTA.



*Deliverables:*

- *Appraisal Report*

Task 3.225-2 Goodwill Appraisal – Goodwill Appraisals services will include, but are not limited to the following:

1. CONSULTANT's Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. All reports and deliverables shall generally be transmitted electronically to SBCTA.
4. Appraiser may be required to meet with and coordinate their efforts with SBCTA staff. SBCTA legal counsel or other consultants or Caltrans staff: participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.
6. It is the Appraiser's responsibility to contact SBCTA's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from SBCTA legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion all legal opinions shall be rendered by SBCTA's legal counsel.
9. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of the Measure 1 Program and other Federally Funded Programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.

*Deliverables:*

- *Goodwill Appraisal Report*

Task 3.225-3 Right-of-Way Acquisition and Relocation, Real Property Searches, Identification and Feasibilities studies for replacement and Mitigation Sites, and Cost Estimates – CONSULTANT services may include, but are not limited to the following:

1. All CONSULTANT work shall comply with applicable Federal, State and local statutes and regulations, including but not limited to the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch. 6, Art 1.

Section 6000 et seq.); the California Code of Civil Procedure; the Uniform Standards for Federal Land Acquisition Act; the California Public Utilities Code; and the California Streets and Highways Code.

2. All reports and deliverables shall generally be transmitted electronically to SBCTA.
3. CONSULTANT may be required to meet and coordinate their efforts with SBCTA staff. SBCTA legal counsel and other consultants or Caltrans staff: participate in office or project meetings.
4. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.
5. CONSULTANT may be required to take direction from SBCTA's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by CONSULTANT to SBCTA.
6. If any legal issues exist during the course of CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. SBCTA's legal counsel shall render all legal opinions.
7. CONSULTANT may be required to review right of way acquisition and relocation files of current and past SBCTA projects to ensure compliance with applicable state and/or federal regulations.
8. CONSULTANT's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.
9. CONSULTANT must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans) railroad entities and major utility owners.

*Deliverables:*

- *Acquisition Offers, Documents, and/or Correspondents*

Task 3.225-4 Title and Escrow Services – CONSULTANT shall provide Title and Escrow Services as follows:

1. At the initiation of the work program, the CONSULTANT shall meet with SBCTA staff regarding AUTHORITY's requirements for specific title work and escrow services assignments.
2. CONSULTANT shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by SBCTA.
3. CONSULTANT shall ensure that all Preliminary Title Reports are accurate and complete.



4. CONSULTANT shall provide all additional legal documents required by SBCTA, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
5. CONSULTANT staff shall prepare and review all legal documents necessary to ensure that SBCTA is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.
6. CONSULTANT shall provide all necessary assistance to SBCTA to clear all exceptions stated in the Preliminary Title Reports, unless waived by AUTHORITY in writing.
7. CONSULTANT shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. CONSULTANT shall prepare, subject to review and approval al by SBCTA’s Legal Counsel, Escrow Instructions for execution by SBCTA and the grantor(s) or grantee(s) CONSULTANT shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. CONSULTANT shall provide efficient Escrow Services to SBCTA and property owners involved in SBCTA related transactions.
10. CONSULTANT shall prepare all necessary conveyance documents: demand and release of lien/encumbrance documents and submit the same for approval by SBCTA Legal Counsel prior to close of escrow.
11. CONSULTANT shall obtain grantor(s) Tax Identification Number. Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to SBCTA.
12. CONSULTANT shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State. County and City recorder's office.
13. CONSULTANT shall prepare an Escrow Closing Schedule in accordance with written instructions from SBCTA and property owners.
14. CONSULTANT shall meet and coordinate its work with other right of way consultants as directed by SBCTA.
15. Immediately prior to Close of Escrow, CONSULTANT shall order and provide SBCTA with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by SBCTA.
16. At Close of Escrow, CONSULTANT shall prepare and submit an Escrow Closing Statement to SBCTA and other parties to the transaction, together with copies of all documents conveying title to SBCTA, copies of releases of liens and encumbrances. Receipt for payments made on behalf of SBCTA and the other parties to the transaction.
17. At Close of Escrow, the CONSULTANT shall issue a Standard Owner's Policy of Title Insurance effectively insuring SBCTA’s interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by SBCTA.

18. CONSULTANT shall provide multi-lingual services as needed for efficient closing of SBCTA transactions.
19. As requested by SBCTA, CONSULTANT may be required to testify in any administrative or judicial proceeding.
20. CONSULTANT shall perform an)' other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by SBCTA.
21. CONSULTANT shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of SBCTA.
22. If legal issues exist during CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. All legal opinions shall be rendered or concurred to by SBCTA's legal counsel.

*Deliverables:*

- *Purchase and Sale Agreement (PSA)*
- *Title and Escrow Documents*

## ***Minute Action***

### AGENDA ITEM: 13

***Date:*** March 1, 2023

***Subject:***

Interstate 10 Corridor Contract I - Amendment No. 4 to Cooperative Agreement No. 17-1001736 for Design Build and Program Budget and Funding Plan Update

***Recommendation:***

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

- A. Approve Interstate 10 Contract 1 Program Budget and Funding Updates shown within Table 1 as of February 2023, increasing the project budget by \$5.8 million, from \$943.1 million to \$948.9 million.
- B. Allocate \$5.8 million in federal formula Surface Transportation Block Grant Program (STP) funds for the project.
- C. Approve Amendment No. 4 to Cooperative Agreement No. 17-1001736 with California Department of Transportation for the Design-Build and Right-of-Way phases, increasing the funding by \$5.8 million using STP funds, for the construction phase, for a total of \$134,855,718; and authorize the Executive Director, or his designee, to execute the amendment upon approval as to form by SBCTA General Counsel.

***Background:***

The Interstate 10 (I-10) Corridor Contract 1 Project (Project) current budget is \$943.1 million and this construction project is approximately 75% complete. The project is managed by a combination of in-house staff, consultants, and California Department of Transportation (Caltrans) team members. Due to the current construction status and potential project delay of nine (9) months, staff has reviewed the Project budget and is proposing several funding updates as discussed herein. At the January 2023 San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) meeting, the Board approved a budget increase of \$14,012,063. This approved cost increase was only for the Project/Construction Management (PCM) contract to adequately support the Project through the revised completion date. During the January 2023 Board meeting, staff discussed that the complete program would be evaluated for other impacted contracts, and additional budget and funding refinements would be forthcoming to complete the project. These additional funding increases will be incorporated, upon approval by the Board, with the January 2023 approved changes and included within Amendment No. 4 to Cooperative Agreement No. 17-1001736 with Caltrans for the Design-Build and Right-of-Way (ROW) phases of the Project.

In order to fully update and reconcile the costs required for the successful completion of the Project, staff recommends that the Board review and authorize necessary contractual changes and financial adjustments discussed herein.

This item is intended to provide a project overview, cost update and an explanation of recommended budget refinements. Collectively, these recommended Board actions will result in a programmed budget increase of \$5.8 million, from the current programmed amount of \$943.1 million to a new total programmed amount of \$948.9 million as shown in Table 1, representing an increase of approximately 0.8%.

*Entity: San Bernardino County Transportation Authority*

Table 1- Funding Plan Update (February 2023)

	Original Budget	Current Budget	February 2023 Update	Increase/(Decrease)
Program Management	\$15,625,530	\$12,625,530	\$14,325,530	\$1,700,000
Prelim Eng. And Environmental	\$8,828,472	\$8,828,472	\$8,828,472	-
Project Development	\$8,607,500	\$7,857,500	\$8,957,500	\$1,100,000
Project Construction Management	\$51,994,950	\$76,311,934	\$76,311,934	-
Project Construction Management Contingency	\$1,005,050	\$3,000,129	\$3,000,129	-
Caltrans Support (PE)	\$1,400,000	\$400,000	\$400,000	-
Caltrans Support (ROW/DB Construction)	\$17,900,000	\$21,000,000	\$23,000,000	\$2,000,000
Design Build Contract	\$672,900,000	\$675,945,146	\$685,678,938	\$9,733,792 CCOs to date
Design Build Contingency/Supplemental Work	\$73,265,930	\$48,820,784	\$39,086,992	(\$9,733,792) CCOs to date
Toll Service Provider w/ Contingency	\$20,405,596	\$20,405,596	\$20,405,596	-
Toll Collection System w/Contingency	\$0	\$0	\$1,000,000	\$1,000,000
Right of Way	\$46,000,000	\$56,500,000	\$56,350,000	(\$150,000)
Landscape Maintenance	\$4,200,000	\$4,200,000	\$4,200,000	-
Financial Costs	\$6,964,000	\$7,214,000	\$7,364,000	\$150,000
Total	\$929,097,028	\$943,109,091	\$948,909,091	\$5,800,000

### Program Management

Staff is requesting cost increases for additional Program Management to adequately support and complete the Project. The primary reasons for the increase to the Program Management cost is due to the unanticipated time extension to complete construction, currently estimated at nine (9) months. The increased budget will include additional costs in project management, SBCTA staff, and miscellaneous management costs allocated to the Project. Excluding public outreach, which is detailed below, staff estimates that an additional \$1,400,000 is required for this additional work.

### Public Outreach

This time extension also affects the separate SBCTA outreach efforts, which is a critical aspect of successful project delivery and messaging to the community. The Costin Public Outreach Group, a separate consultant team providing this effort for the Project, consistently provides timely and accurate project information to more than 250,000 daily commuters, hundreds of thousands of local residents, and numerous businesses along the 10-mile corridor.

San Bernardino County Transportation Authority

The information, provided on a regular basis using various tools, shares details of the construction project to the communities and general public, so that they may be well informed while traveling throughout the western portion of the county. The team also routinely addresses unanticipated construction impacts and sometimes engage as first line customer management staff, easing concerns over field conditions or changes throughout the Project. Due to the extension, this team is required to perform these related services requiring additional resources, and estimates that an additional \$300,000 budget is required to accomplish this additional work.

#### Project Development

Considering the status of construction, staff is also identifying cost increases for additional Project Development work to adequately support the Project related to anticipated financial modeling work and additional legal support for the Project. The primary reason for this anticipated increased effort is that, due to the late project delivery, the financial model delivered to the United States Department of Transportation to support the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan requires revisions to show how the Project delay will impact the anticipated toll revenues prior to the start of TIFIA loan repayment. In addition, given the current construction status and number of potential claims that require resolution by the team, staff is recommending the budget be increased for additional legal support. Due to the extension and resources required for these efforts, staff estimates an additional \$1,100,000 to accomplish this additional work.

#### Caltrans Construction Support and Inspection

Considering the status of construction and unanticipated time extension, staff is also requesting cost increases for additional Caltrans construction support and inspections to complete the project. The primary reason for the increased effort is that, due to the delayed project delivery and extended duration, additional budget is needed to compensate the Caltrans staff and inspectors across the Project. Using the average support costs over the past year, and projecting additional budgets needed to accommodate the time extension, staff estimates an additional \$2,000,000 to accomplish this work.

#### Toll Collection System

In January 2018, the Board approved Cooperative Agreement No. 18-1001854 with the Transportation Corridor Agencies (TCA) for the provision of toll transaction and violation processing, customer service and account management, and other toll operations related services for Express Lanes within San Bernardino County. The agreement stated that SBCTA is responsible for all startup cost such as design, development, testing and training for additional customer service representatives. In addition to TCA startup costs, there are other Express Lanes maintenance startup costs required prior to beginning operations; such as purchasing a bituminous machine for delineator maintenance, spare Express Lanes signage, walk in center furniture, equipment, and other related costs. These costs were not fully known or contemplated within the original funding plan since staff did not have an order of magnitude fully capturing these specific items until the Express Lanes business rules and other operational procedures were established. As a result, staff has outlined these items and estimates an additional \$1,000,000 budget for these Express Lanes and TCA project startup requirements.

## Board of Directors Agenda Item

March 1, 2023

Page 4

Financial Costs

Staff recommends shifting projected ROW budget savings to the Financial Costs category to fund the continued need for annual credit reports and loan service fees through the extended project duration. Staff estimates an additional \$150,000 is needed for these services, but with the projected savings in the ROW Phase, this results in no increase to the Project budget.

To complete the amendment and implement the Funding Plan Updates shown within Table 1, one (1) amendment and certain fund programming allocations are necessary at this time. Amendment No. 4 to Cooperative Agreement No. 17-1001736 is needed with Caltrans to update the funding table and increase the federal formula Surface Transportation Block Grant Program (STP) funds in order to accommodate these cost increases. As discussed in a concurrent Board agenda item, SBCTA has programming authority over STP funds until June 30, 2023. Staff has analyzed the current STP programming capacity and has determined that an additional \$5.8 million can be programmed for this Project without impacting other planned STP-funded projects. Because many of the cost increases described above are not federally eligible, staff will remove local funds as needed from contingency and backfill with the increased STP funds. Upon approval of these budget increases, staff will prepare separate contract amendments discussed herein and bring them to the Board for approval at a future meeting.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

***Responsible Staff:***

Henry Stultz, Director of Project Delivery

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

## General Contract Information

Contract No: 17-1001736 Amendment No.: 4Contract Class: Receivable Department: Project DeliveryCustomer ID: 00450 Customer Name: CaltransDescription: I-10 Corridor Design Build (DB) Cooperative AgreementList Any Accounts Payable Related Contract Nos.: c08112 16-1001530 17-1001590 17-1001668 PSA 6053-130

Dollar Amount							
Original Contract		\$	100,033,440.00	Original Contingency		\$	-
Prior Amendments		\$	186,439,560.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	286,473,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	286,473,000.00

## Contract Authorization

Board of Directors Date: 03/01/2023 Board Item # 9341

## Contract Management (Internal Purposes Only)

Federal/State Funding Agreement N/A

## Accounts Receivable

Total Contract Funding: \$ 286,473,000.00 Funding Agreement No: DA08-1645.17-1001736Beginning POP Date: 06/28/2017 Ending POP Date: N/A Final Billing Date: N/AExpiration Date: 12/31/2039 Fund Admin: N/A

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 2550	40	0820	0823	42205006	109,542,000.00	GL:					-
GL: 2550	40	0820	0823	42205009	8,213,000.00	GL:					-
GL: 2704	40	0820	0823	42217705	64,000,000.00	GL:					-
GL: 2704	40	0820	0823	42217705	53,831,000.00	GL:					-
GL: 2701	40	0820	0823	42217702	6,169,000.00	GL:					-
GL: 2520	40	0820	0823	42202014	39,745,000.00	GL:					-
GL: 2580	40	0820	0823	42208010	4,973,000.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Chad Costello

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes: Amendment 4 updates the STP for the increase and change in funding tables. No changes to TCEP/ STIP/SHOPP/TCIF/LPP shown above.



Agreement 08-1645 A-4  
 EA 0C251  
 Project ID 0816000076  
 07-LA-I 0-44.9/48.3  
 08-SBD-10-0.0/13.2  
 SBCTA Agreement 17-1001736-04

**AMENDMENT NO. 4 TO AGREEMENT 08-1645  
 FOR DESIGN-BUILD OF THE INTERSTATE 10 CORRIDOR CONTRACT 1  
 EXPRESS LANES PROJECT**

This Amendment No. 4 (AMENDMENT) to Agreement 08-1645 (AGREEMENT), effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as SBCTA.

**RECITALS**

1. CALTRANS and SBCTA, collectively referred to as PARTIES, entered into an AGREEMENT on July 28, 2017, defining the terms and conditions of PROJECT to include two express lanes in each direction, including the EXPRESS LANES TOLL FACILITY and related improvements on the Interstate 10 corridor from 0.4 miles west of the White Avenue overcrossing to 0.2 miles west of the Cherry Avenue overcrossing.
2. The PARTIES entered into Amendment No. 1 to AGREEMENT 08-1645, on March 16, 2018, to identify BETTERMENTS as State rehabilitation work defined within EA 1H321 and also EA 1F550 within the PROJECT identified herein.
3. The PARTIES entered into Amendment No. 2 to AGREEMENT 08-1645, on June 26, 2018, to modify and update the PROJECT Funding and Spending Summaries and include SB-1 language into the coop.
4. The PARTIES entered into Amendment No. 3 to AGREEMENT 08-1645, on July 12, 2021, to modify and update the PROJECT Funding and Spending Summaries.
5. At the January 4, 2023 Board of Directors meeting, the SBCTA Board approved Amendment No. 4 to Agreement 08-1645 for initial funding increases to accommodate the I-10 PCM contract. After approval but before execution of Amendment No. 4, the Funding and Spending needs for this PROJECT changed, and SBCTA now seeks to again update the funding for this AGREEMENT and incorporate the latest funding increases into Amendment No. 4 to Agreement 08-1645.
6. The PARTIES now seek to replace FUNDING SUMMARY No. 03, with FUNDING SUMMARY No. 04.



Agreement 08-1645 A-4  
EA 0C251  
Project ID 0816000076  
07-LA-I 0-44.9/48.3  
08-SBD-10-0.0/13.2  
SBCTA Agreement 17-1001736-04

**IT IS THEREFORE MUTUALLY AGREED:**

1. A revised FUNDING SUMMARY NO 4 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO 4 attached herein.
2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
3. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

SIGNATURES ON NEXT PAGE

Agreement 08-1645 A-4  
 EA 0C251  
 Project ID 0816000076  
 07-LA- I 0-44.9/48.3  
 08-SBD-10-0.0/13.2  
 SBCTA Agreement 17-1001736-04

## **SIGNATURES**

PARTIES are empowered by the law to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT.

This AMENDMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AMENDMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA**  
**DEPARTMENT OF**  
**TRANSPORTATION**

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

District Director

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

**SAN BERNARDINO COUNTY**  
**TRANSPORTATION AUTHORITY**

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

Raymond W. Wolfe  
 Executive Director

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

**APPROVED AS TO FORM**

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

District Budget Manager

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

Juanda L. Daniel  
 Assistant General Counsel

## FUNDING SUMMARY NO. 04

FUNDING TABLE(\$)						
IMPLEMENTING AGENCY			SBCTA	SBCTA	SBCTA	SBCTA
Source	Party	Fund Type	ROW Support	ROW Capital	Construction Support	Construction Capital
FEDERAL	SBCTA	CMAQ	3,561,450	30,200,550		87,104,000
LOCAL	SBCTA	TIFIA				225,000,000
LOCAL	SBCTA	LOCAL	3,947,050	22,174,623	3,381,673	75,723,141
LOCAL	SBCTA	STP			62,446,251	72,409,467
LOCAL	SBCTA	STIP				39,745,000
STATE	SBCTA	TCIF				4,973,000
LOCAL	SBCTA	LPP-Formula				6,169,000
LOCAL	SBCTA	TCEP Regional				53,831,000
STATE	CALTRANS	TCEP State				64,000,000
STATE	CALTRANS	SHOPP 1			11,000,000	98,542,000
STATE	CALTRANS	SHOPP 2				8,213,000
Totals			7,508,500	52,375,173	76,827,924	735,709,608

SPENDING SUMMARY(\$)									
	ROW				Construction				
	Support		Capital		Support		Capital		
Fund Type	CALTRANS	SBCTA	CALTRANS	SBCTA	CALTRANS	SBCTA	CALTRANS DFM	SBCTA	Totals
Local (TSP)	0	0	0	0	0	7,000	0	490,000	497,000
STP (TSP)	0	0	0	0	0	1,712,574	0	18,425,237	20,137,811
Local (DB)*	0	2,133,717	0	11,300,814	0	3,021,500	500,000	24,909,793	41,865,824
TIFIA (DB)	0	0	0	0	0	0	0	225,000,000	225,000,000
CMAQ(DB)	0	3,561,450	0	30,200,550	0	0	0	87,104,000	120,866,000
STP (DB)	0	0	0	0	23,000,000	37,733,677	0	53,984,230	114,717,907
STIP (DB)	0	0	0	0	0	0	0	39,745,000	39,745,000
TCIF (DB)	0	0	0	0	0	0	0	4,973,000	4,973,000
LPP-Formula (DB)	0	0	0	0	0	0	0	6,169,000	6,169,000
TCEP (Regional) (DB)	0	0	0	0	0	0	0	53,831,000	53,831,000
TCEP (State) (DB)	0	0	0	0	0	0	0	64,000,000	64,000,000
Local (Betterments)		1,813,333		10,873,809		353,173		49,823,348	62,863,663
SHOPP 1 (SHOPP)	0	0	0	0	0	11,000,000	0	98,542,000	109,542,000
SHOPP 2 (SHOPP)								8,213,000	8,213,000

Totals	0	7,508,500	0	52,375,173	23,000,000	53,827,924	500,000	735,209,608	872,421,205
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\*Note: These SHOPP funds will be paid as a reimbursable State financial contribution and SB'CTA will invoice CALTRANS in accordance with the funding table. Construction support for SBCTA and the Design Builder will be allocated under construction capital.

Notwithstanding SECTION III, or any other provision of the agreement, the PARTIES, or either of them, may change the funding sources allocations and/or identified funding sources set above without amendment to the Agreement.

DRAFT

## ***Minute Action***

### AGENDA ITEM: 14

***Date: March 1, 2023***

***Subject:***

Agreement No. 23-1002854 for Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services

***Recommendation:***

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

A. Approve Agreement No. 23-1002854 with the City of Irvine Police Department for SBCTA Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services, for an amount not-to-exceed \$30,000, for a five-year term with one (1) five-year option to extend and waive the five-year maximum contract term as stipulated in the SBCTA Contracting and Procurement Policy No. 11000.

B. Approve contingency for Agreement No. 23-1002854 in an amount not-to-exceed \$3,000 over the initial five-year term and an additional \$3,600 over the five-year option term and authorize the Executive Director, or his designee, to release contingency as necessary for SBCTA Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services.

C. Authorize the Executive Director, or his designee, to exercise a five-year term extension option in an amount not-to-exceed \$36,000 for years six to ten.

***Background:***

In accordance with California Vehicle Code 40255, express lanes customers have the right to contest a notice of toll evasion. In response to the dispute, the San Bernardino County Transportation Authority (SBCTA) or its processing agency will perform an investigation and reach a decision. If the customer does not agree with the decision in response to such contest, the customer has the right to appeal the decision by requesting an administrative review.

In January 2018, the SBCTA Board of Directors (Board) approved Cooperative Agreement No. 18-1001854 with the Transportation Corridor Agencies (TCA) for the provision of toll transaction and violation processing, customer service and account management, and other toll operations related services for express lanes within San Bernardino County. The City of Irvine Police Department has provided Toll Violation and Delinquent Toll Evasion Administrative Review Services for TCA customers under their Toll Violation Administrative Review agreement since 1994. City of Irvine police officers conduct reviews for protests of toll violation and delinquent toll evasion notices issued to TCA customers pursuant to their adopted ordinance. The service is provided on an as-needed basis and the cost is \$250 per case reviewed.

Staff solicited interest in local police departments providing Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services for SBCTA. No local police departments have shown interest or have the capability to provide such service since they contract out such services to a third party administrator for their parking citation reviews. Staff recommends to contract directly with the City of Irvine Police Department to provide Toll Violation and Delinquent Toll Evasion Administrative Review Services without a competitive process as allow per California Public Utilities Code 130221 by finding it is in SBCTA's best interest to remain consistent with TCA's current operation process. Although the review will be

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

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held in the City of Irvine, SBCTA Express Lanes customers have the option to be heard via teleconference or written declaration.

Since this service is required as long as SBCTA operates an express lanes system, staff anticipates the need to extend the agreement with the City of Irvine Police Department after the initial five-year term, hence a five-year option term is included in the agreement. In case the option term is exercised by SBCTA, a waiver of SBCTA Contracting and Procurement Policy No. 11000. Section IV. B. (4) which stipulates a maximum five-year contract term is requested. The total not-to-exceed amount is \$30,000 for years one to five and a not-to-exceed amount of \$36,000 for the option term, years six to ten, for providing this service to SBCTA. In addition, the recommendation allows for the Executive Director, or his designee to execute the option if deemed necessary and appropriate prior to the original five-year term expiration.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget as the express lanes facility is not anticipated to begin revenue service until Fiscal Year 2023/2024. Costs for SBCTA Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services will be incorporated into the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Philip Chu, Chief of Toll Operations

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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San Bernardino County Transportation Authority

# Contract Summary Sheet

14.a

## General Contract Information

Contract No: 23-1002854 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Toll Operations  
 Vendor No.: 03795 Vendor Name: City of Irvine  
 Description: Toll Violation and Delinquent Toll Evasion Administrative Review Services  
 List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount							
Original Contract		\$	30,000.00	Original Contingency		\$	3,000.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	30,000.00	Total Contingency Value		\$	3,000.00
	Total Dollar Authority (Contract Value and Contingency)					\$	33,000.00

## Contract Authorization

Board of Directors Date: 03/01/2023 Board Item # 9342

## Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? Yes No Budget Adjustment N/A  
 Professional Services (Non-A&E) N/A

## Accounts Payable

Estimated Start Date: 07/01/2023 Expiration Date: 07/01/2028 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$
GL	7550	70	0750				I-10 C1 Enterprise Fund	30,000.00		3,000.00
GL								30,000.00		3,000.00
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-

Philip Chu

Tim Byrne

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Strings and annual amount will be provided 3 months prior to express lanes operations and will be paid from toll revenue in fund 7550.

Attachment: 23-1002854 CSS (9342 : Agreement No. 23-1002854 Express Lanes Administrative Review Services)



**AGREEMENT NO. 23-1002854****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****THE CITY OF IRVINE****FOR****TOLL VIOLATION ADMINISTRATIVE REVIEW**

This Agreement (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and CITY OF IRVINE (“CITY”), whose address is 1 Civic Center Plaza, Irvine CA 92606. SBCTA and CITY are each a “Party” and are collectively the “Parties”.

**WITNESSETH:**

WHEREAS, pursuant to California Streets and Highways Code section 149.11 et seq., SBCTA is authorized to conduct, administer, and operate a value-pricing program in the Interstate 10 and Interstate 15 corridors in the County of San Bernardino, including approaching and departing connectors into the County of Los Angeles and the County of Riverside (“SBCTA Express Lanes System”); and

WHEREAS, California Vehicle Code 40255 prescribes the process by which a person may contest a notice of toll evasion violation or notice of delinquent toll evasion, including the right to request an administrative review; and

WHEREAS, SBCTA has contracted with the Transportation Corridor Agencies (“TCA”) to provide transaction processing, customer service, account management and other functions for the SBCTA Express Lanes System; and

WHEREAS, TCA has entered into an agreement with the City of Irvine to conduct administrative reviews for contests of toll violation notices issued to TCA users pursuant to California Vehicle Code 40255 (b); and

WHEREAS, the City of Irvine has no financial interest in the SBCTA Express Lanes System and has the requisite qualifications, training, and experience necessary and appropriate to conduct administrative reviews of toll evasion violations and notices of delinquent toll evasion; and

WHEREAS, SBCTA has determined that it would be most efficient and in its best interest to enter into an agreement with the City of Irvine to conduct administrative reviews of toll evasion violations and notices of delinquent toll evasion for the SBCTA Express Lanes System.

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

1. CITY AGREES-

- a. To conduct administrative reviews for protests of toll violation notices and notices of delinquent toll evasion issued to persons pursuant to SBCTA Administrative Code and Toll Policy.
- b. To provide qualified administrative review officers for the toll violation hearings. Such administrative review officers shall be persons experienced with conducting the CITY's parking violation hearings, and shall be knowledgeable of the SBCTA Administrative Code and Toll Policy.
- c. Toll violation and delinquent toll evasion administrative reviews will be conducted on a monthly basis. CITY shall hold all toll violation and delinquent toll evasion administrative reviews requested by SBCTA within 45 calendar days following the receipt of the request.
- d. Any SBCTA communications or materials to which CITY or agents have access, or materials prepared by CITY under the terms of this Agreement, shall be held in confidence by CITY, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. CITY shall not release any reports, information or promotional material or allow for the use of any photos related to this Agreement for any purpose without prior written approval of SBCTA.
- e. To inform itself and make its employees and agents aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same. If required and requested by SBCTA, CITY will ensure that all employees and agents who could have access to confidential information of SBCTA sign a SBCTA Confidentiality Agreement. (attached Exhibit A)
- f. To comply with all applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) in performing work under this Agreement.

- g. To provide SBCTA a copy of all correspondence and materials generated during the administrative hearing review process to develop the justification included in the final decision and the final decision letter within 15 days upon completion of the hearing.

## 2. SBCTA AGREES-

- a. To pay CITY for toll violation and delinquent toll evasion administrative reviews conducted by the CITY at the rate of \$250 per toll violation or delinquent toll evasion administrative review. Payment for the anticipated toll violation and delinquent toll evasion administrative review(s) shall be made monthly in advance, on the 15<sup>th</sup> day of each month. If more than one hearing is required for toll violation and delinquent toll evasion administrative review in any given month, SBCTA shall pay the CITY a \$250 fee for each additional hearing during any given month. CITY shall coordinate the review schedule to minimize the number of days on which toll violation and delinquent toll evasion administrative reviews are conducted.
- b. Payment for additional toll violation and delinquent toll evasion administrative review hearings during any month shall be made by SBCTA with its next monthly payment for the regularly scheduled monthly toll violation and delinquent toll evasion administrative review.
- c. To provide a copy of the current SBCTA adopted SBCTA Administrative Code, Toll Policy and Business Rules prior to commencement of toll revenue service on the SBCTA Express Lanes System, as well as any updated or revisions to such matters within 45 days of final approval.

## 3. IT IS MUTUALLY AGREED-

- a. The agreement shall be effective beginning July 1, 2023 and will remain in effect until July 1, 2028 unless terminated pursuant to the terms of this agreement.
- b. Parties may extend the original term of the agreement for one five-year option term. The maximum term of this agreement, including the Option Term, if exercised, will not exceed July 1, 2033.
- c. If Parties agree to exercise the option to extend the agreement per Section 3.b the rate for year six to year ten will be \$300 per toll violation or delinquent toll evasion administrative review.
- d. To establish and identify primary point of contacts within their respective agencies to coordinate activities related to the fulfillment of this Agreement and resolution of any associated problems as designated below. Any changes to the primary point of contacts shall be communicated to the other Party in writing within 45 days of such change.

For SBCTA:

Philip Chu  
Chief of Toll Operations  
1170 W 3<sup>rd</sup> Street  
San Bernardino CA 92410  
909-884-8276  
[pchu@gosbcta.com](mailto:pchu@gosbcta.com)

For City of Irvine:

Jessica Moore  
Traffic Program Supervisor  
1 Civic Center Plaza  
Irvine CA 92606  
949-724-7173  
[jessicamoore@cityofirvine.org](mailto:jessicamoore@cityofirvine.org)

- e. CITY 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 marked with SBCTA's Agreement number, and description. Invoices should be e-mailed to SBCTA at the following address: [ap@gosbcta.com](mailto:ap@gosbcta.com)
- f. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any services under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection this Agreement.
- g. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with services under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection this Agreement.
- h. Either Party may terminate this Agreement: (1) upon six month's written notice to the other Party; or (2) immediately upon written notice if the other fails to perform according to the terms of this Agreement.
- i. The failure of performance by either Party hereunder shall not be deemed to be a default where delays or defaults are due to the events beyond the control and without the fault of the non-performing

- j. CITY is and shall be at all times an independent contractor. Accordingly, all work provided by CITY shall be done and performed by CITY under the sole supervision, direction and control of CITY. SBCTA shall rely on CITY for results only, and shall have no right at any time to direct or supervise CITY or CITY's employees in the performance of work or as to the manner, means and methods by which work is performed. All personnel furnished by CITY pursuant to this Agreement, and all representatives of CITY, shall be and remain the employees or agents of CITY at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.
- k. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

### **SIGNATURES TO TOLL VIOLATION ADMINISTRATIVE REVIEW AGREEMENT**

**CITY OF IRVINE**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
**Michael Kent**  
**Chief of Police**

By: \_\_\_\_\_  
**Art Bishop**  
**President, Board of Directors**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Juanda L. Daniel**  
**Assistant General Counsel**

**EXHIBIT A**

**CONFIDENTIALITY STATEMENT AND AGREEMENT**

**FOR**

**EMPLOYEE OR AGENT OF CONTRACTOR**

As an employee or agent of \_\_\_\_\_ (“Contractor”) working on San Bernardino County Transportation Authority (SBCTA) matters, you may have access to private, confidential, or otherwise sensitive information and records that relate to persons accessing agency services, and/or the agency itself (“Confidential Information”). The purpose of this statement and agreement is to define your duties and responsibility regarding Confidential Information.

By way of example and not limitation, Confidential Information includes personal information (*e.g.*, address, telephone number, social security number, date of birth, information gathered for ridesharing or carpooling programs), home address and phone number of elected or appointment officials, financial records (*e.g.*, bank information and personal assets), other personally identifiable information as defined by California or federal law, medical records (*e.g.*, reports, test results, notes, intake forms), employee records (*e.g.*, personnel files, employment history, payroll forms, and employment benefit elections), communications with and work product of SBCTA’s legal counsel and other SBCTA business records exempt from public disclosure, information proprietary to other companies or persons, sensitive security information as defined by 49 CFR Part 15, blueprints of public works, locations of archeological sites, and any other non-public information disclosed, made available, or known to you as a consequence of your contractor status. In the course of your duties you may learn of, or have access to, some or all of this Confidential Information. This information is valuable and sensitive and may be protected by state and federal laws, and/or SBCTA policies. The intent of these laws and policies is to assure that Confidential Information will remain confidential and only be used as necessary for SBCTA business purposes.

As an employee or agent of a Contractor working for SBCTA whose duties may necessitate or involve access to Confidential Information, you are required to conduct yourself with personal and professional integrity and in strict conformance to applicable laws and SBCTA policies governing Confidential Information. You are required to read, acknowledge and abide by the principal obligations outlined below, as well as other applicable SBCTA policies and guidelines. The violation of any of these duties may subject you civil liabilities and criminal prosecution.

**AGREEMENT:**

In consideration of SBCTA granting me access to Confidential Information (as defined above) for the purpose of performing my duties and/or functions as an employee or agent of Contractor working on SBCTA matters, I acknowledge the sensitive nature of the Confidential Information, as well as the applicable laws and policies pertaining to Confidential Information, and agree as follows:

1. During my engagement, as well as after the termination of such period, I will hold the Confidential Information of SBCTA and other entities and persons in trust and confidence, and I will not access, use or disclose it in whole or in part, directly or indirectly, except as may be necessary in the performance of my duly authorized duties and activities on behalf of and for the benefit of the SBCTA,

and then only to persons with a legitimate business need for such information. I understand that disclosure could be highly damaging to SBCTA, its employees, business partners, and others.

2. I will use/access Confidential Information only as needed to perform my duties as an employee or agent of Contractor working on SBCTA matters.
  3. I will not in any manner remove from, divulge, photocopy, digitally copy, release, sell, loan, review, alter, or destroy any materials containing Confidential Information, in whole or in part, directly or indirectly, except as properly authorized within the scope of my employment duties or authorized activities.
  4. I will not misuse Confidential Information or negligently handle Confidential Information.
  5. I understand that I have no right or ownership to any Confidential Information, or any other matters, located or housed on SBCTA computers and peripherals and that SBCTA may at any time revoke my access to such Confidential Information, its computers and peripherals.
  6. I understand that I am required to abide by all SBCTA policies and guidelines governing access, use, and handling of Confidential Information.
  7. Upon termination of my my engagement with SBCTA matters, , or any assignments requiring or authorizing my access to Confidential Information, I will immediately return or appropriately dispose of any materials containing Confidential Information within my possession or control.
  8. I understand that I will be held responsible for any misuse, conversion or wrongful disclosure of Confidential Information caused by my actions and further understand that my failure to comply with this Agreement may subject me to civil liabilities and criminal prosecution.
  9. I understand that my obligations under this Confidentiality Agreement will continue after I conclude my engagement with SBCTA matters.
-



**ACKNOWLEDGMENT OF POLICIES REGARDING THE HANDLING OF  
PERSONALLY IDENTIFIABLE INFORMATION  
FOR  
EMPLOYEE OR AGENT OF CONTRACTOR**

In consideration of SBCTA granting me access to Personally Identifiable Information (PII) (as defined above) for the purpose of performing my duties and/or functions as an employee or agent of Contractor working on SBCTA matters, I acknowledge the sensitive nature of the Personally Identifiable Information, as well as the applicable laws and policies pertaining to the handling of Personally Identifiable Information, and agree as follows:

1. I acknowledge that Personally Identifiable Information includes any information that can be used to distinguish or trace an individual's identity or access an individual's personal information or accounts, including:
  - A. Social Security Number (SSN).
  - B. Date of Birth and last-four digits of SSN.
  - C. Driver's license number or California identification card number with name.
  - D. Bank account number or credit/debit card number, alone or in combination with any required security code, access code, or password that would permit access to an individual's financial account.
  - E. Medical information to include digital copies Personal Health Information (ePHI).
  - F. Health insurance information.
  - G. Information or data collected through the use or operation of an automated license plate or facial recognition system.
  - H. A user name or email address, in combination with a password or security question and answer that would permit access to an online account.
2. I understand and am aware of SBCTA policies and applicable legal requirements regarding the handling of Personally Identifiable Information and have received training in such matters. I further agree to abide by such matters in the handling of Personal Information.
3. I understand my failure to comply with this Agreement may subject me to civil liabilities and criminal prosecution.

By signing below, I witness my agreement to all the terms and conditions of this Confidentiality Statement and Agreement, and Acknowledgement of Policies Regarding the Handling of Personally Identifiable Information.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date



## ***Minute Action***

### AGENDA ITEM: 15

***Date:*** March 1, 2023

***Subject:***

Interstate 10 Corridor Contract 2: Right-of-Way Cooperative Agreement No. 23-1002935

***Recommendation:***

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

Approve Cooperative Agreement No. 23-1002935 with the California Department of Transportation (Caltrans) for the Right-of-Way phase for the Interstate 10 Corridor Freight and Express Lanes Project - Contract 2, wherein SBCTA will reimburse Caltrans up to \$200,000 for oversight services payable from Measure I funds, and authorize the Executive Director, or his designee, to finalize and execute the Agreement upon General Counsel final approval as to form.

***Background:***

The Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (Project) will include a single express lane in the median in each direction from Interstate 15, in the City of Ontario, to Pepper Avenue, in the City of Colton. The first 10 miles of the I-10 Corridor Project are currently under construction as Contract 1 and are scheduled to open for beneficial use in 2023. On October 6, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) directed staff to explore a single express lane strategy for the next segment on the I-10 Corridor Project to be consistent with the State’s Guideline Principles for Transportation Investment.

On July 6, 2022, the Board approved Cooperative Agreement No. 23-1002834 with the California Department of Transportation (Caltrans) to define roles, responsibilities, and funding commitments for the Plans, Specifications, and Estimates (PS&E) phase of the Project.

On July 6, 2022, the Board approved award of Design Contract No. 22-1002722 to Associated Civil & Transportation Consulting Engineers, Inc., dba Advanced Civil Technologies (ACT), to perform the PS&E tasks for the Project.

Following the initiation of PS&E phase, a cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the Right-of-Way (ROW) phase. Under Cooperative Agreement No. 23-1002935, SBCTA would be the implementing agency for the ROW phase with Caltrans providing ROW oversight. Since the Project is a revenue generating project, this agreement is a payable agreement where SBCTA will reimburse Caltrans up to \$200,000 for their oversight services from Measure I funds.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget for Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Sal Chavez, Project Delivery Manager

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
March 1, 2023  
Page 2

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

San Bernardino County Transportation Authority

## General Contract Information

Contract No: 23-1002935 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Project Delivery  
 Vendor No.: 00450 Vendor Name: California Department of Transportation (Caltrans)  
 Description: ROW Cooperative Agreement for I-10, Contract 2

## Dollar Amount

Original Contract	\$	200,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>200,000.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>200,000.00</b>

## Contract Authorization

Board of Directors Date: 03/01/2023 Board Item # 9343

## Contract Management (Internal Purposes Only)

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

Local \_\_\_\_\_ Funding Agreement \_\_\_\_\_ N/A \_\_\_\_\_

## Accounts Payable

Estimated Start Date: 03/01/2023 Expiration Date: 12/31/2039 Revised Expiration Date: \_\_\_\_\_

NHS: Yes OMP/QAP: Yes Prevailing Wage: Yes

Sub-						Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL: 4110	40	0820	0821	52005	41100000	640	Measure I Fwy	200,000.00	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Parent Contract \_\_\_\_\_ PM Description \_\_\_\_\_

Z-Related Contracts \_\_\_\_\_

Sal Chavez

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes:

Attachment: CSS\_23-1002935 (9343 : I-10 Corridor Contract 2 ROW Cooperative Agreement No. 23-1002935)

Project No. 0820000147

EA 0C253

08-SBD-10-10/21

SBCTA Contract No. 23-1002935

## **COOPERATIVE AGREEMENT COVER SHEET**

### **Work Description**

THE PROJECT WILL PROVIDE ONE EXPRESS LANE IN EACH DIRECTION JUST EAST OF I-15 TO PEPPER AVENUE IN COLTON, CONNECTING TO THE I-10 CORRIDOR CONTRACT 1 EXPRESS LANES CURRENTLY UNDER CONSTRUCTION

### **Contact Information**

#### **CALTRANS**

Raghuram Radhakrishnan, Project Manager

464 W. Fourth Street

San Bernardino, CA 92407

Office Phone: (909) 665-3555

Email: raghuram.radhakrishnan@dot.ca.gov

#### **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

Heng Chow, Project Manager

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

Office Phone: (909) 884-8276

Email: hchow@gosbcta.com

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Project No. 0820000147

SBCTA Contract No. 23-1002935

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DRAFT

Attachment: 23-1002935 Revised 1-17-23 (9343 : I-10 Corridor Contract 2 ROW Cooperative Agreement No. 23-1002935)

## **COOPERATIVE AGREEMENT (DRAFT)**

This AGREEMENT, executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *the project will provide one express lane in each direction just east of I-15 to Pepper Avenue in Colton, connecting to the I-10 Corridor Contract 1 express lanes currently under construction* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
  - SBCTA completed the PA&ED (Project Approval and Environmental Document) under Cooperative Agreement Nos. 08-1374, 08-1374 A/1, 08-1374 A/2 and 08-1374 A/3.
  - SBCTA is in the process of developing the PS&E (Plans, Specifications and Estimate) under Cooperative Agreement No. 08-1753.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.



## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SBCTA is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

**Funding**

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If a PARTY anticipates that funding for the WORK will be insufficient to complete the WORK, the PARTY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

**CALTRANS' Quality Management**

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

#### **CEQA/NEPA Lead Agency**

22. CALTRANS is the CEQA Lead Agency for the PROJECT.
23. CALTRANS is the NEPA Lead Agency for the PROJECT.

#### **Environmental Permits, Approvals and Agreements**

24. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
26. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS	
404, US Army Corps Of Engineers	
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board	

#### **RIGHT-OF-WAY**

27. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, SBCTA is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

28. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.xx Quality Management-Reimbursed QMA revenue generating project	Yes

29. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
30. SBCTA will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.
31. SBCTA will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
32. SBCTA will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
33. Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA Lead Agency.
34. SBCTA will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

SBCTA will conduct and document Condemnation Evaluation Meetings and Condemnation Panel Review Meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Evaluation Meetings and Condemnation Panel Review Meetings.

35. If SBCTA acquires any right-of-way to be incorporated into the State Highway System, SBCTA will first acquire in its own name.

No right-of-way will be acquired in CALTRANS' name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

36. SBCTA will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

SBCTA will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

SBCTA will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

37. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
38. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by SBCTA verifying that the title is free of all encumbrances and liens. Upon acceptance, SBCTA will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
39. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

### **Schedule**

40. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
41. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

## **Additional Provisions**

### **Standards**

42. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Right of Way Manual
- Stewardship Agreement

### **Noncompliant Work**

43. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

### **Qualifications**

44. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

### **Consultant Selection**

45. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

46. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to SBCTA, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
47. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

48. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

49. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

50. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.



*Hazardous Materials*

51. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

52. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
53. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

54. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

55. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.



SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

56. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

#### Claims

57. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
58. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
59. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

#### Accounting and Audits

60. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

61. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

62. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and SBCTA will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

63. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
64. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

#### Interruption of Work

65. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

*Penalties, Judgements and Settlements*

66. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
67. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
68. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

*Environmental Compliance*

69. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

**GENERAL CONDITIONS**

70. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

**Venue**

71. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

**Exemptions**

72. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

**Indemnification**

73. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
74. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

**Non-parties**

75. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
76. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

**Ambiguity and Performance**

77. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

78. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

### **Defaults**

79. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

### **Dispute Resolution**

80. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

81. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

**Prevailing Wage**

82. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DRAFT

**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Rebecca Guirado  
District 8 Director

**Verification of funds and authority:**

\_\_\_\_\_  
Corina Harriman  
District Budget Manager

**Certified as to financial terms and policies:**

\_\_\_\_\_  
Darwin Salmos  
HQ Accounting Supervisor

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

**Approved as to form:**

\_\_\_\_\_  
Juanda Daniel  
Assistant General Counsel

# FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY</u> →			<u>SBCTA</u>		Totals
Source	Party	Fund Type	R/W SUPPORT	R/W CAPITAL	
LOCAL	SBCTA	Measure	1,161,000	4,839,000	6,000,000
Totals			1,161,000	4,839,000	6,000,000



v 21

<b><u>SPENDING SUMMARY</u></b>				
Fund Type	R/W Support		R/W CAPITAL	Totals
	CALTRANS	<u>SBCTA</u>	<u>SBCTA</u>	
Measure	200,000	961,000	4,839,000	6,000,000
Totals	200,000	961,000	4,839,000	6,000,000

**Funding**

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

**Invoicing and Payment**

4. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.

5. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
6. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

#### RIGHT-OF-WAY Support

7. CALTRANS will invoice SBCTA for a \$25,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of R/W SUPPORT expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and SBCTA will reimburse for actual costs incurred and paid.

#### RIGHT-OF-WAY Capital

8. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

## ***Minute Action***

### AGENDA ITEM: 16

***Date:*** March 1, 2023

***Subject:***

Highland/Redlands Regional Connector Project Modifications

***Recommendation:***

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

Approve the following actions related to Fiscal Year 2015/2016 Transportation Development Act (TDA) Article 3 funds awarded to the City of Highland for the Highland/Redlands Regional Connector Project (Project):

- A. Reallocate \$565,529 from construction to pre-construction.
- B. Approve a scope change from construction to pre-construction.
- C. Rescind the City of Redlands Fiscal Year 2019/2020 TDA Article 3 award in the amount of \$157,934 (allocation L20-0702-0746-00).
- D. Separate the ~~4.7~~ **5.25**-mile Project into three (3) separate projects including:
  - a. North (~~1.5~~ **1.55** miles)
  - b. Gap (~~2.45~~ **2.85** miles)
  - c. South (~~0.75~~ **0.85** miles)
- E. Authorize SBCTA staff to prepare the Gap Project for possible funding through the Active Transportation Program Cycle 7 by reopening the Incidental Take Permit with California Department of Fish and Wildlife and allocate \$200,000 from the TDA Article 3 funds for the effort.
- F. Allocate Federal Carbon Reduction Program (CRP) funding in the amount not-to-exceed \$701,913 to the City of Highland, with a \$150,287 (or 17.64% if the total comes in under budget) local match, for the North Project.
- G. Allocate Federal CRP funding in the amount not-to-exceed \$677,340 to the City of Redlands, with a \$75,260 (or 10% if the total comes in under budget) local contribution, for the South Project.

***Background:***

San Bernardino County Transportation Authority (SBCTA) oversees the disbursement of 2% of the Local Transportation Funds (LTF) made available to counties and cities for facilities for exclusive use by pedestrians and bicyclists, known as the Transportation Development Act (TDA) Article 3 Program. In August 1999, the SBCTA Board of Directors (Board) approved a policy that 80% of the TDA Article 3 Program funds would be made available for projects that improve bicycle and pedestrian facilities. The remaining 20% would be available for projects that improve access to transit stops for pedestrians and persons with disabilities.

Another competitive funding source for active transportation projects is the Active Transportation Program (ATP) which was created by Senate Bill (SB) 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 354, Statutes 2013) to encourage increased use of active modes of transportation, such as biking and walking. Knowing that the California Department of Transportation (Caltrans) would soon be releasing a Cycle 2 ATP

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

March 1, 2023

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Call for Projects, the Board preemptively released a TDA Article 3 Call for Projects on February 4, 2015 to provide local match assistance for member jurisdictions who intended to submit Cycle 2 ATP applications. The highest scoring TDA Article 3 application submitted for Cycle 2 ATP match was entered by the City of Highland for the Highland/Redlands Regional Connector Project (Project). On April 1, 2015, the Board awarded \$702,562 to the City of Highland to be used as a match for what they estimated to be a \$4,391,010 Project. At that time, the City indicated they would be seeking \$3,512,810 through the Cycle 2 ATP Call for Projects and provide a combined local match of \$175,639. See Figure 1 for the Fiscal Year (FY) 2015/2016 TDA Article 3 Project Programming Request (PPR).

**Figure 1: FY 15/16 TDA Article 3 Application PPR**

Phase	TDA Art 3	Cycle 2 ATP	Highland	Redlands	Total
E&P (PA/ED)	\$37,069	\$185,344	\$5,267	\$4,000	\$231,680
PS&E	\$52,599	\$262,998	\$8,021	\$5,128	\$328,746
<b>SUBTOTAL</b>	<b>\$89,668.00</b>	<b>\$448,342.00</b>	<b>\$13,288.00</b>	<b>\$9,128.00</b>	<b>\$560,426.00</b>
CON SUPport (CT)	\$78,899	\$394,496	\$12,032	\$7,693	\$493,120
CON	\$533,994	\$2,669,972	\$82,214	\$51,284	\$3,337,464
<b>TOTAL</b>	<b>\$702,561.00</b>	<b>\$3,512,810.00</b>	<b>\$107,534.00</b>	<b>\$68,105.00</b>	<b>\$4,391,010</b>

The Project aimed to construct new active transportation improvements including Class I, II, and IV bicycle and pedestrian paths in the cities of both Highland and Redlands. Upon completion, approximately 4.7 miles of new bicycle and pedestrian trails were to be completed between the two cities. These improvements would directly impact students using non-motorized transportation to access Citrus Valley High School (CVHS). CVHS opened in the City of Redlands with an attendance area boundary map almost entirely in the City of Highland. The only direct route to the school from Highland is via Boulder Avenue/Orange Street, which is currently a two-lane roadway with no bicycle/pedestrian facility. Upon completion of the Project, students would be able to bicycle or walk to and from CVHS. As an additional bonus, this Project would also bisect the eventual Santa Ana River Trail (SART) project at Orange Street. This connectivity would allow for all users of the Project to connect to the SART, which ultimately terminates at the Pacific Ocean. See Figure 2 for list of improvements and green lines on the Map 1 for project alignment.

**Figure 2: Original Cycle 2 ATP Project Scope**

New Route	Class	Limits	Length (Miles)
Pioneer St	I	Texas St to Orange St	0.50
Orange St	I and IV	Pioneer St to Pole Line Trail	1.75
Orange St	II	Pole Line Trail to Eucalyptus Dr	0.50
Lot "Y" Easement	I	Eucalyptus Dr to Streater Dr	0.20
Streater Dr	II	Base Line to Glenheather Dr	0.60
Glenheather Dr	II	Streater Dr to Church St/Love St	0.30
Love St	II	Church St to Elder Gulch Paseo	0.10
Boulder Ave	II	Greenspot Rd to Orange St	0.75
<b>Total</b>			<b>4.70</b>

By the time the City of Highland submitted their Cycle 2 ATP application, the total project cost estimate had gone up slightly to \$4,545,000 and their ATP request amount also went up to \$3,636,000. It should be noted that their application showed an incorrect TDA Article 3 match of \$727,115 instead of the amount with which they were actually awarded which was \$24,554 less, totaling \$702,561. See Figure 3 for Cycle 2 ATP application PPR.

**Figure 3: Cycle 2 ATP PPR**

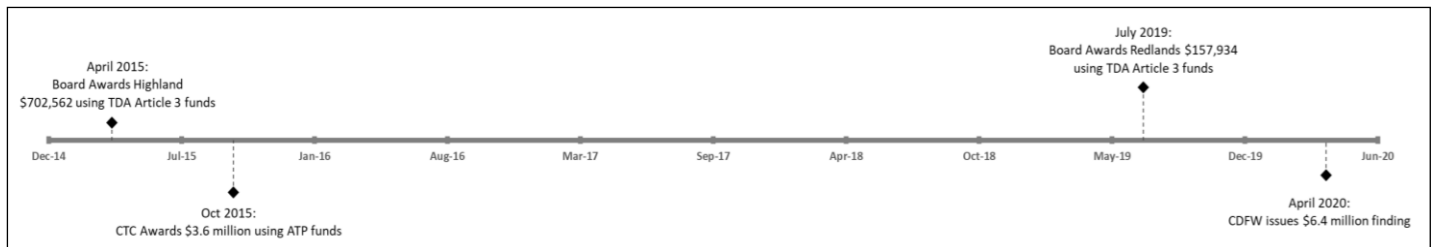
Phase	TDA	Cycle 2 ATP	Highland	Redlands	Total
PA/ED	\$32,000.00	\$160,000.00	\$4,000.00	\$4,000.00	\$200,000.00
PS&E	\$53,561.00	\$267,806.00	\$8,185.00	\$5,205.00	\$334,757.00
R/W	\$17,600.00	\$88,000.00	\$4,400.00	\$0.00	\$110,000.00
<b>SUBTOTAL</b>	<b>\$103,161.00</b>	<b>\$515,806.00</b>	<b>\$16,585.00</b>	<b>\$9,205.00</b>	<b>\$644,757.00</b>
CON	\$623,954.00	\$3,079,769.00	\$96,129.00	\$59,859.00	\$3,859,711.00
CON-NI	\$0.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00
<b>TOTAL</b>	<b>\$727,115.00</b>	<b>\$3,635,575.00</b>	<b>\$112,714.00</b>	<b>\$69,064.00</b>	<b>\$4,544,468.00</b>

On September 15, 2015, the California Transportation Commission (CTC) released the staff recommended award list for Cycle 2. The Project was ranked second on the recommendation list within San Bernardino County and earned enough points to secure an award.

Subsequent to the award of the ATP Cycle 2 grant, the Cities of Highland and Redlands awarded a design contract to KOA Corporation. During the environmental approval phase of the Project, the team experienced cost overruns due to the Project's footprint through the Santa Ana River Wash and the timeline for approval of the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan. As a result of these challenges, additional mitigation measures were reported to be required, which caused a rise in the budget and the need for additional grant funding. This prompted the City of Redlands to seek additional funding through the TDA Article 3 Call for Projects released on February 4, 2019. On July 10, 2019, the Board awarded a partial award in the amount of \$157,934, with a \$17,548 local match, to the City of Redlands for a portion of the Project within their jurisdiction.

Unfortunately, the Project came to a halt when the California Endangered Species Act incidental take permit (ITP) issued by the California Department of Fish and Wildlife (CDFW) mandated a mitigation cost of \$6,395,836.40, nearly 1.5 times the project cost, due to potential Santa Ana River woolly-star and San Bernardino kangaroo rat impacts. As there was no time for appealing the CDFW's ruling requiring a mitigation of 4 times the amount of land area to project area, the Project was unable to proceed. See Figure 4 for a funding timeline.

**Figure 4: Project Funding Timeline**



After a failed attempt to seek a solution within the confines of the existing timeline set by the ATP grant, the City of Highland was forced to accept that they did not have the time or funding to move forward with the Project. They had to forfeit their \$3,636,000 Cycle 2 ATP award and need to request a modification to the scope and funding distribution awarded in their FY 2015/2016 TDA Article 3 application. The City of Highland is requesting the scope be changed from construction to pre-construction as well as reallocation in the amount of \$565,529 from the construction phase to the pre-construction phase.

At the heart of this Project is a crucial conduit for non-motorized transportation users needing to navigate a nearly 2.5-mile expanse over the Santa Ana River with no alternate routes available nearby. Since 2016, at least two (2) bicyclists and six (6) pedestrians have been struck by vehicles along the Project route. See Map 1 for collision site locations. Sadly, two (2) of the pedestrians, an 11-year-old girl and a 31-year-old man, died as a result. Because of this, SBCTA staff is of the strong opinion that all possible efforts should be made to complete this Project.

SBCTA, the City of Highland, and the City of Redlands staff recommend the following actions be taken in order to move the Project forward:

1. Reallocate \$565,529 from construction to pre-construction for the City of Highland's FY 2015/2016 TDA Article 3 (allocation S-1601-19) award.
2. Change the scope for City of Highland's FY 2015/2016 TDA Article 3 (allocation S-1601-19) award from construction to pre-construction.
3. Rescind the City of Redlands' FY 2019/2020 award (allocation L20-0702-0746-00). This additional funding was provided to assist with expected cost increases resulting from environmental mitigations. City will not be addressing these issues in their revised Project. No reimbursements have been issued for this award.
4. Split the Project into three (3) separate projects (see Figure 5 and Map 1):
  - a. North to be managed by the City of Highland
  - b. Gap to be assisted by SBCTA staff
  - c. South to be managed by the City of Redlands
5. Allocate Federal Carbon Reduction Program funding in the amount not-to-exceed \$701,913, with a local match of \$150,287 (or 17.64% if the total comes in under budget), to the City of Highland for the North Project.
6. Allocate Federal Carbon Reduction Program funding in the amount not-to-exceed \$677,340, with a local contribution of \$75,260 (or 10% if the total comes in under budget), to the City of Redlands for the South Project.
7. Authorize SBCTA to prepare the Gap Project for possible funding through the ATP Cycle 7 by reopening the ITP with CDFW and allocate \$200,000 TDA Article 3 funds for the effort. Both the City of Highland and the City of Redlands have agreed to SBCTA taking the lead on the Gap Project.

Figure 5: Proposed Project Division

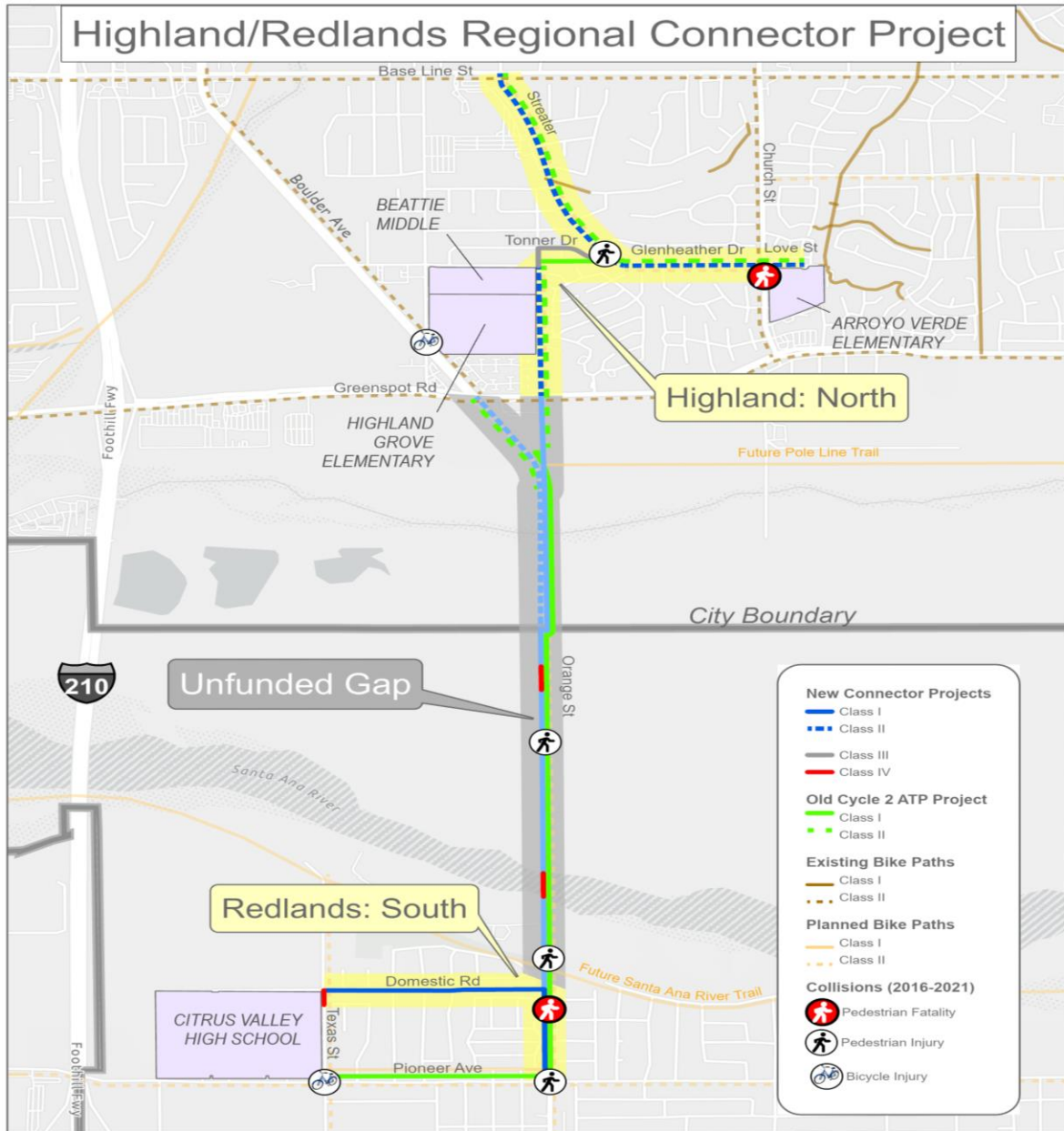
Project Division	New Route	Class	Limits	Length (Miles)
Highland North	Orange St	II	Greenspot Rd Pole Line Trail to Eucalyptus Dr	0.30
	Tonner Dr*	III	Orange St to Streater Dr	0.20
	Orange St*	III	Eucalyptus Dr to Streater Dr	0.05
	Streater Dr	II	Base Line to Glenheather Dr	0.60
	Glenheather Dr	II	Streater Dr to Church St/Love St	0.30
	Love St	II	Church St to Elder Gulch Paseo	0.10
Gap	Orange St**	I and IV	Domestic Ave to Pole Line Trail Greenspot Rd	1.70
	Orange St (new)	II	City Boundary and Boulder Ave	0.40
	Boulder Ave	II	Greenspot Rd to Orange St	0.75
Redlands South	Pioneer St Domestic Rd	I	Texas St to Orange St	0.50
	Texas St (new)	IV	Domestic Ave to Citrus Valley High School	0.10
	Orange St	I	Pioneer St to Pole Line Trail Domestic Ave	0.25
<b>Total</b>				<b>5.00 5.25</b>

\*Class III section replaces Class I Lot "Y" Easement

\*\*Adds Class I instead of Class II between Pole Line Trail and Greenspot Rd.



**Map 1: Project Area**



***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023.

***Responsible Staff:***

Ginger Koblasz, Senior Planner



Board of Directors Agenda Item  
March 1, 2023  
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Approved  
Board of Directors  
Date: March 1, 2023  
Witnessed By:

San Bernardino County Transportation Authority



January 4, 2023

Josh Lee  
Deputy Director of Planning  
San Bernardino County Transportation Authority (SBCTA)  
1170 West Third Street  
San Bernardino, CA 92410

Subject: **Funding Reallocation** – TDA Article 3 - Bicycle/Pedestrian facility  
Highland/Redlands Regional Connector

Dear Josh:

The cities of Highland and Redlands request reallocation of TDA Article 3 funds in the amount of \$565,529 from construction to pre-construction activities. With this request, it will bring the TDA Article 3 funds for pre-construction activities to \$668,690 for this project. The City of Highland previously processed a similar request with Caltrans and CTC to transfer funds from PE and RW phases to Construction and Construction Non-Infrastructure, respectively.

Unfortunately, this project will not be able proceed to the Construction Phase because of costly environmental mitigation requirements from CDFW. Design and environmental clearance from CEQA and NEPA have been completed. We will seek other grant fund opportunities to deliver this shovel ready in the near future.

Please do not hesitate to contact me if you have any questions or require any additional information. Thank you in advance for your consideration of our request.

Sincerely,

Carlos Zamano  
Public Works Director/City Engineer

Attachment: Highland Reallocation Request (9347 : Highland/Redlands Regional Connector Project Modifications)

**Mayor**  
Larry McCallon

**Mayor Pro Tem**  
Penny Lilburn

**City Council**  
Jesse Chavez

**City Council**  
Anaëli Solano

**City Council**  
John P. Timmer

**City Manager**  
Joseph A. Hughes

27215 Base Line, Highland, CA 92346

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## ***Minute Action***

### AGENDA ITEM: 17

***Date:*** March 1, 2023

***Subject:***

San Bernardino County Transportation Authority Carbon Reduction Program Funding Strategy

***Recommendation:***

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

Approve the preliminary Carbon Reduction Program (CRP) project list included in the item as the initial projects to be funded under the CRP, subject to eligibility approval by Southern California Association of Governments and the California Department of Transportation, and authorize staff to coordinate with local agency staff on finalizing the project scope, schedule, and funding for final approval by the SBCTA Board of Directors on a project by project basis.

***Background:***

The Carbon Reduction Program (CRP), a new formula program released by the Federal Highway Administration (FHWA), provides states with \$6.4 billion over five (5) years to fund projects designed to reduce carbon emissions. Under the program, each state is required to develop a Carbon Reduction Strategy, which shall support efforts to reduce transportation emissions and identify projects and strategies to reduce these emissions. CRP funding may be used on a variety of projects including the creation and expansion of active transportation systems, congestion pricing, and other transportation demand management strategies.

CRP funding is apportioned to regions and local agencies based on population categories identified by the 2020 U.S. Census Bureau Urban Area Maps. Although some census related maps are still being finalized by the Census Bureau, the funds are available for use. The current apportionment for California is around \$107 million annually, and San Bernardino County's share is projected to be around \$3.79 million per year for the next five years. The first year of funding, Fiscal Year (FY) 2021/2022, needs to be obligated by September 30, 2025 and expended by September 30, 2030.

Due to the funding program's limited eligibility criteria, increased complexity of using federal funds on small projects, and obligation deadlines, staff is recommending that the first three years of funding, FY 2021/2022, FY 2022/2023, and FY 2023/2024, be made available to the local jurisdiction active transportation projects listed below. Staff will return with recommendations for the remaining two years of CRP funding, FY 2024/2025 and FY 2025/2026, at a later date to consider options for increasing funding available to active transportation projects with existing San Bernardino County Transportation Authority (SBCTA) Transportation Development Act (TDA) Article 3 Program funding at minimum.

On January 3, 2023, SBCTA staff sent an email to the Transportation Technical Advisory Committee (TTAC) and City/County Manager's Technical Advisory Committee (CCMTAC) soliciting active transportation projects that are National Environmental Policy Act (NEPA) compliant, with a targeted CRP funding amount of \$2 million or less. Based on the feedback received from the local jurisdictions, staff has compiled the preliminary project list included below. All eligible project requests received are included on the preliminary list. With approval

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

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of the preliminary list, staff will begin working with each local jurisdiction to finalize the exact project scope, schedule, engineer's estimate, and full funding plan for the listed projects. Staff will bring individual project funding allocations to the SBCTA Board of Directors (Board) for approval when the lead agency determines they are ready for the federal obligation process, as well as any changes to the preliminary project list related to the allocation request.

In addition to the six (6) active transportation projects included on the list, staff recommends that \$2 million be committed to the development of the Vehicle Miles Traveled (VMT) Mitigation Bank. On September 7, 2022, the Board was briefed on the VMT Mitigation Bank Pilot Program and approved the submittal of a Regional Early Action Planning (REAP) 2.0 funding request.

It should be noted that the projects are subject to eligibility approval by Southern California Association of Governments (SCAG) and the California Department of Transportation (Caltrans), and California standard federal share of 88.53% and local (non-federal) share of 11.47% apply per U.S.C. 175(f) and 23 U.S.C. 120(b)(1). However, per 23 U.S.C. 120(i)(1)(A), toll credits can be used to offset the non-federal share of 11.47%.

The proposed preliminary project list:

- Fontana - San Sevaine Trail = \$2 million (Existing Funding Gap = \$5 million)
- Apple Valley - Bear Valley Road Bridge Active Transportation Project (ATP) elements = \$2 million (Existing Funding Gap = \$5 million)
- Redlands/Highland – Portion of the Regional Connector North/South= \$1.5 million
  - Specific project details provided in subsequent item included in the agenda
  - Does not include the areas identified for mitigation
- Montclair – Fremont Ave./Arrow Hwy. Active Transportation Improvements = \$1 million
  - Deferred portion of the ATP Phase 2 Project advancing to construction.
- Rancho Cucamonga – Cycle Track Extension = \$1 million
- County of San Bernardino/Bloomington area - Olive Street Pedestrian Infrastructure Project: \$1 million
- SBCTA VMT Mitigation Bank = \$2 million

The total CRP funding identified on the preliminary list is \$10.5 million, and the estimated available for FY 2021/2022, FY 2022/2023, and FY 2023/2024, is \$11.37 million. Final allocation amounts will be based on Board approval, and any excess funds from the three-year period will be taken into account when the recommendations for the remaining two years of CRP funding, FY 2024/2025 and FY 2025/2026, are developed.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023.

***Responsible Staff:***

Josh Lee, Deputy Director of Planning

San Bernardino County Transportation Authority

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

San Bernardino County Transportation Authority

## *Minute Action*

### AGENDA ITEM: 18

**Date:** March 1, 2023

**Subject:**

State Route 18 Corridor Study - US 395 to Los Angeles County

**Recommendation:**

Receive information on the State Route 18/138 Corridor Study from US 395 to Los Angeles County.

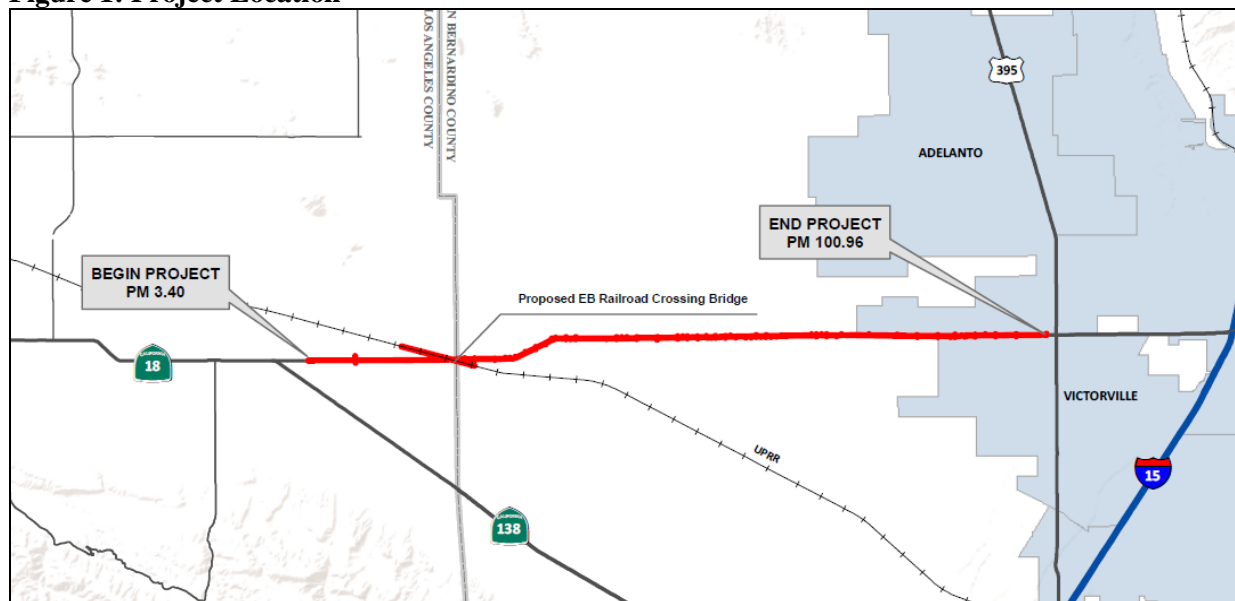
**Background:**

In 2006, the Counties of San Bernardino (SBd) and Los Angeles (LA), the Cities of Adelanto, Victorville, Lancaster and Palmdale, and the Town of Apple Valley, formed a Joint Powers Authority (JPA) to develop a new freeway/expressway, referred to as the High Desert Corridor (HDC), from State Route (SR) 18 to Interstate 15 (I-15). The cost of constructing the full multimodal HDC was estimated at over \$8 billion.

At the recommendation of both Los Angeles County Metropolitan Transportation Authority (Metro) and San Bernardino County Transportation Authority (SBCTA) staff, the JPA voted to look into other feasible and practical transportation options to connect the two counties consistent with the goals of the HDC at its December 20, 2018 meeting. Included in this planning process was a study of SR-18 and SR-138 between Palmdale and Victorville as potential east-west highway improvements.

A consultant study of SR-18/SR-138 was initiated in 2021, resulting in the preparation of a draft Project Study Report-Project Development Support (PSR-PDS) for SR-18 from SR-138 to US 395, as shown in Figure 1. This effort is collectively known as the “SR-18/SR-138 Corridor Study” (Project), but the focus in San Bernardino County is only SR-18. An update on this effort was provided to the Mountain/Desert Committee on August 12, 2022.

**Figure 1: Project Location**



The first draft PSR-PDS evaluated two alternatives. Alternative 1 was the No-Build option, and Alternative 2 included the addition of one (1) lane in each direction along SR-18, plus a median Entity: San Bernardino County Transportation Authority

and turn lanes at primary intersections. The August 12, 2022 Mountain/Desert Committee agenda contains an assessment of Alternative 2 compared to Alternative 1.

Subsequent to the August 2022 Mountain/Desert Committee presentation, discussions were held by the project team and the California Department of Transportation (Caltrans) regarding whether a lower-cost near-term improvement could be identified that focuses more on safety and operational benefits, leaving capacity improvements (i.e. addition of through lanes) until a future year.

### **Alternative 2 Improvements – Add Median Lane, With or Without Improving the Profile**

- Safety and Operational Improvements
  - Add center median for entire project limits (3.5 miles in LA County and 15 miles in SBd County)
  - Reprofile the SR-18 mainline to eliminate the rolling grade (approximately 50% of the project length)
  - Intersection improvements (Left lane extensions and right-turn lane additions at appropriate locations)
- Complete Street Improvements
  - At least Class II Bike Lane between Baldy Mesa Road and US 395
  - Reconstruct curb ramps, construct sidewalk gaps, upgrade crosswalks (at appropriate locations)

**Table 1. Estimated Costs for Alternative 2 Improvement Scenarios**

<b>Items</b>	<b>Current 2022 (\$M) Alt 2 (No Re-Profiling)</b>	<b>Escalated 2028 (\$M) Alt 2 (No Re-Profiling)</b>	<b>Current 2022 (\$M) Alt 2 (With Re-Profiling)</b>	<b>Escalated 2028 (\$M) Alt 2 (With Re-Profiling)</b>
Construction	\$76	\$107	\$125	\$175
Right-of-Way (ROW)	\$31	\$46	\$31	\$46
Support *	\$44	\$55	\$68	\$85
<b>Total Project Cost</b>	<b>\$151</b>	<b>\$208</b>	<b>\$224</b>	<b>\$306</b>

*\*Includes Environmental Phase, Final Design, ROW Support, Construction Management and Agency Support Costs*

### **Alternative 3 Improvements – Add Lane in Each Direction, Re-profile, Plus Median**

- Add one (1) travel lane in eastbound and westbound direction to provide interregional consistency and accommodate the future growth
- Safety and Operational Improvements
  - Add center median for entire project limits (3.5 miles in LA County and 15 miles in SBd County)
  - Reprofile SR-18 mainline to eliminate the rolling grade (approximate 50% project length)

- Intersection Improvements (Left lane extensions and right-turn lane additions at appropriate locations)
- Complete Street Improvements
  - At least Class II Bike Lane between Baldy Mesa Road and US 395
  - Reconstruct curb ramps, Construct sidewalk gaps, Upgrade crosswalks (at appropriate locations)
- A preferred alternative does not need to be identified until the environmental document is prepared. Caltrans, Metro, and SBCTA are in the process of finalizing how these alternatives are represented in the PSR-PDS to best position the project for future funding.

**Table 2. Estimated Costs for Alternative 3 Improvement Scenarios**

<b>Items</b>	<b>Current 2022 (\$M) Alt 3</b>	<b>Escalated 2028 (\$M) Alt 3</b>
Construction	\$181	\$254
Right-of-Way (ROW)	\$49	\$73
Support *	\$99	\$123
<b>Total Project Cost</b>	<b>\$329</b>	<b>\$450</b>

*\*Includes Environmental Phase, Final Design, ROW Support, Construction Management and Agency Support Costs*

As for funding the project, it has not been determined if the project is eligible for Federal-aid funding. Determination will be based upon coordination with the Federal Highway Administration during the Project Approval/Environmental Document (PA/ED) phase. At this time, no funding sources have been identified.

Approval of the PSR-PDS by Caltrans would position future progress on SR-18 to be funded and programmed, opening the door to the next logical step: environmental clearance. A likely scenario after environmental clearance would be to prioritize segments for future funding depending on need. But given this is a state highway, Caltrans would have much to say about the manner in which SR-18 is improved, given its current reluctance to support adding highway capacity.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was received by the Mountain/Desert Policy Committee on February 17, 2023. An overview of the study was provided to the Transportation Technical Advisory Committee (TTAC), which includes local jurisdiction representatives from the Victor Valley, at the August 1, 2022 meeting.

***Responsible Staff:***

Steve Smith, Director of Planning

San Bernardino County Transportation Authority



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

San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 19

***Date:*** March 1, 2023

***Subject:***

Funding Agreement for Cucamonga Station/Milliken Avenue Traffic Study

***Recommendation:***

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

A. Approve Funding Agreement No. 23-1002948 between SBCTA and the City of Rancho Cucamonga (City) with SBCTA contributing \$200,000 in Measure I Valley Transportation Management Systems (TMS) Program funds to the City for the purpose of preparing the Cucamonga Station/Milliken Avenue Traffic Study.

B. Amend the Fiscal Year 2022/2023 budget to increase Task No. 0404 by \$200,000 in Measure I Valley TMS Program funds to fund the SBCTA contribution to the City of Rancho Cucamonga for preparing the Cucamonga Station/Milliken Avenue Traffic Study.

***Background:***

Brightline West (Brightline) is a privately operated express inter-city passenger rail system which began operating in Florida in January 2018. It is currently the only privately owned and operated inter-city passenger railroad in the United States, and operates between Miami, Fort Lauderdale and West Palm Beach, with an expansion to Orlando under construction.

Talks between San Bernardino County Transportation Authority (SBCTA) and Brightline began in early 2020, and the SBCTA Board of Directors approved a Memorandum of Understanding with Brightline to proceed with discussions of extending their high-speed rail line from Apple Valley to Rancho Cucamonga, with an intermediate station in Hesperia. The alignment would follow Interstate 15 (I-15) down the Cajon Pass and then connect to the Cucamonga Metrolink station, with approximately one mile of the alignment between I-15 and Cucamonga Station in the right-of-way of the Metrolink San Bernardino Line. This project will not only provide Southern California residents with access to high-speed rail service to Las Vegas, but will also provide rail access by residents of the High Desert to employment and activity centers in the San Bernardino Valley and greater Los Angeles.

Brightline has completed the final approval processes for their Apple Valley to Las Vegas high-speed rail project and has completed a draft Environmental Assessment for the segment from Apple Valley to Rancho Cucamonga, which recently completed its public comment period. Pending the funding of the project, Brightline plans to begin construction in 2023, with revenue service beginning in Fiscal Year 2026/2027.

Cucamonga Station is emerging as a major multimodal hub that will incorporate existing Metrolink service with Brightline, West Valley Connector Bus Rapid Transit (WVC BRT), and potentially a tunnel providing on-demand shuttle service with autonomous vehicles directly between Cucamonga Station and the terminals at Ontario International Airport (ONT). While a draft traffic study has been prepared by Brightline to assess the impacts of vehicular traffic to and from the station, the City of Rancho Cucamonga (City) needs to make an assessment of improvements that may be necessary to accommodate traffic on Milliken Avenue from

*Entity: San Bernardino County Transportation Authority*

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Foothill Boulevard to Interstate 10, as well as provide for traffic circulation to, from, and within Cucamonga Station.

The Cucamonga Station/Milliken Avenue Traffic Study will evaluate the impacts related to anticipated increased traffic volumes on Milliken Avenue resulting from the development of the Brightline West high-speed rail terminus at Cucamonga Station. The study will also include preparation of conceptual plans for widening of Milliken Avenue in the vicinity of the new station to address capacity issues identified in the study. Attachment A provides a one-page overview of the proposed scope of work for the study, provided by the City. The City is requesting \$200,000 from SBCTA to fund the study. Funding is proposed to come from the Measure I Valley Transportation Management Systems (TMS) Program.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2022/2023 Budget. An amendment to the budget is included in Recommendation B.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro valley Study Session on February 9, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Steve Smith, Director of Planning

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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San Bernardino County Transportation Authority

# Contract Summary Sheet

19.a

## General Contract Information

Contract No: 23-1002948 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Planning  
 Vendor No.: 01755 Vendor Name: City of Rancho Cucamonga  
 Description: Cucamonga Station/Milliken Avenue Traffic Study

Dollar Amount							
Original Contract		\$	200,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	200,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	200,000.0

## Contract Authorization

Board of Directors Date: 03/01/2023 Board Item # 9387

## Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? N/A Board Approved Budget Adjustment N/A  
 Funding Allocation N/A

## Accounts Payable

Estimated Start Date: 03/01/2023 Expiration Date: 06/30/2024 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
Sub-										
Fund	Prog	Task	Task	Object	Revenue	PA Level	Revenue Code			
							Name	\$		\$
GL	4180	20	0404	0000	54620	41100000	MSI Valley TMS	200,000.00		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
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GL								-		-
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GL								-		-

Steve Smith

Project Manager (Print Name)

Steve Smith

Task Manager (Print Name)

Additional Notes:

Attachment: css 23-1002948 (9387 : Funding Agreement for Cucamonga Station/Milliken Avenue Traffic Study)

**CONTRACT 23-1002948****FUNDING AGREEMENT****BETWEEN THE****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND CITY OF RANCHO CUCAMONGA****FOR PREPARATION OF THE****CUCAMONGA STATION/MILLIKEN AVENUE TRAFFIC STUDY****I. PARTIES AND TERM**

- A. This Funding Agreement (“AGREEMENT”) is entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and City of Rancho Cucamonga (“CITY”) (each individually a “PARTY” and collectively, the “PARTIES”) on the Effective Date (as defined herein).
- B. This AGREEMENT shall be effective as of the last date of execution by SBCTA and CITY (“Effective Date”) and shall terminate on June 30, 2024, but may be extended or terminated earlier in accordance with the provisions of this AGREEMENT.
- C. This AGREEMENT may be terminated without cause upon thirty (30) days’ written notice by either PARTY. CITY and SBCTA are authorized to exercise their respective rights with respect to any termination of this AGREEMENT. The City Manager and the Executive Director of SBCTA, or their designees, have authority to terminate this AGREEMENT on behalf of their respective agencies.

**II. RECITALS**

- A. WHEREAS, CITY desires to prepare the Cucamonga Station/Milliken Avenue Traffic Study (“Study”).
- B. WHEREAS, SBCTA has an interest in facilitating transit access and mobility for residents, visitors, and businesses and derives benefit from transit’s congestion-reducing effects on highway facilities in San Bernardino County.
- C. WHEREAS, the CITY’s Scope of Work attached hereto as Attachment “A” includes the activities to be undertaken in the Study.
- D. WHEREAS, \$200,000 of SBCTA funding will be made available to the CITY for completing the Study in accordance with the Scope of Work.

- E. WHEREAS, CITY is qualified to manage the preparation of the Study.
- F. WHEREAS, SBCTA desires that CITY prepare the Study in accordance with the Scope of Work, and CITY agrees to perform these services as set forth below.
- G. NOW THEREFORE, SBCTA and CITY mutually agree to the following terms and conditions.

### III. **RESPONSIBILITIES**

#### A. CITY Responsibilities:

- i. CITY shall procure a Consultant ("Consultant") to perform the services required for the Study as generally described as follows and as set forth in Attachment A to this AGREEMENT:

*The Cucamonga Station/Milliken Avenue Traffic Study will evaluate the impacts related to anticipated increased traffic volumes on Milliken Avenue resulting from the development of the Brightline West high-speed rail station at Cucamonga Station. The study will also include preparation of conceptual plans for widening of Milliken Avenue in the vicinity of the new station to address capacity issues identified in the study.*

- ii. CITY shall receive an up-front payment of funds from SBCTA, pay Consultant invoices, and, on a quarterly basis, submit to SBCTA progress reports and documentation of services provided and costs incurred within 30 days following the end of each calendar quarter. This will include copies of invoices received by CITY from the Consultant. No CITY staff time shall be charged to SBCTA under this AGREEMENT.
- iii. CITY shall protect from unauthorized use or disclosure names and other Personally Identifiable Information (PII) concerning persons receiving services pursuant to this AGREEMENT, except for anonymous statistical information that does not identify participants. PII is defined as any information that identifies or describes a person, including, but not limited to: name; social security number; date of birth; driver license number; home address; telephone number; billing address; e-mail address; credit card number and expiration date; bank account information; medical and health information, including digital copies of personal, or protected, health information (ePHI); health insurance; user name or email address, in combination with a password or security question and answer that would permit access to an online account; and other personally identifiable information as defined by California or federal law. CITY shall not use or disclose any PII for any purpose other than carrying out the obligations under this AGREEMENT, except as may be otherwise required by law. This provision will remain in the force even after the termination of the AGREEMENT.

B. SBCTA Responsibilities

- i. SBCTA shall provide funding for the Study in accordance with Section V. Fiscal Provisions.

**IV. MUTUAL RESPONSIBILITIES**

- A. SBCTA and CITY will establish mutually satisfactory methods for dispute resolution at the lowest possible level, with a procedure to mobilize dispute resolution up through the PARTIES' respective chains of command.
- B. SBCTA and CITY will cooperate and coordinate with Consultant and other parties in providing the services and responsibilities required under this AGREEMENT to the extent practicable with respect to the performance hereunder.

**V. FISCAL PROVISIONS**

- A. SBCTA shall make an up-front payment to City equal to \$200,000 ("Up-Front Payment"). The maximum amount of payment from SBCTA to CITY under this AGREEMENT shall not exceed \$200,000.
- B. CITY shall prepare an invoice for the full Up-Front Payment from SBCTA in a form satisfactory to SBCTA. SBCTA shall pay the Up-Front Payment to CITY within 30 days of receipt of CITY's invoice. During the course of the project, CITY shall maintain documentation supporting each element of measurement and/or cost deducted from the Up-Front Payment, including costs incurred by CITY'S Consultant(s) and shall provide a financial status report and progress report on a quarterly basis, due not later than 30 days following the end of each calendar quarter. At the conclusion of the study, CITY shall provide a close-out report not later than 60 days following completion of the project summarizing total expenditures incurred.
- C. CITY shall include in its closeout report to SBCTA all funds not expended from the Up-Front Payment for the performance of the Scope of Work and shall reimburse SBCTA such remaining funds.

**VI. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of the AGREEMENT shall be effective unless it is made in a writing which specifies the provision(s) so waived and which is executed by both PARTIES. No course of dealing and no delay or failure of a PARTY in exercising any right under any AGREEMENT shall affect any other or future exercise of that right or any exercise of any other right. A PARTY shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- B. Any modifications of any terms or conditions of this AGREEMENT shall be valid only when reduced to writing, duly signed and approved by the Authorized Representatives of all PARTIES.
- C. This AGREEMENT constitutes the sole and entire agreement among the PARTIES governing the matters set forth herein and supersedes any prior understandings, negotiations, agreements, arrangements and undertakings, written or oral, between the PARTIES respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this AGREEMENT, are superseded to the extent that they are not incorporated into this AGREEMENT. It is the intent of the PARTIES that this AGREEMENT is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions. No representation, warranty, covenant, inducement or obligation not included in this AGREEMENT shall be binding.
- D. Without the prior written consent of the other PARTY, the AGREEMENT is not assignable by either PARTY, in whole or in part.
- E. If any legal action is instituted to enforce any PARTY's rights hereunder, each PARTY shall bear its own costs and attorney fees, regardless of who is the prevailing PARTY. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a PARTY hereto and payable under any indemnification or insurance requirements.
- F. This AGREEMENT shall be governed by and construed according to the laws of the State of California.
- G. The PARTIES acknowledge and agree that this AGREEMENT was entered into and intended to be performed in Rancho Cucamonga, California. The PARTIES agree that the venue of any action or claim brought by any PARTY to this AGREEMENT will be the Superior Court of California, San Bernardino County. Each PARTY hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this AGREEMENT is brought by any third party and filed in another venue, the PARTIES hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

## **VII. MUTUAL INDEMNIFICATION**

- A. City agrees to indemnify, defend (with counsel approved by SBCTA) and hold harmless SBCTA and its officers, employees, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the CITY's negligent or wrongful acts or omissions in CITY's performance of its obligations under this AGREEMENT.

SBCTA agrees to indemnify, defend (with counsel approved by CITY) and hold harmless CITY and its officers, employees, agents and volunteers from any and all



claims, actions, losses, damages and/or liability resulting from SBCTA's negligent or wrongful acts or omissions in SBCTA's performance of its obligations under this AGREEMENT.

In the event the CITY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the AGREEMENT, the CITY and/or SBCTA shall indemnify the other to the extent of its comparative fault.

## **VIII. INSURANCE**

- A. CITY is a self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- B. SBCTA is insured for Commercial General Liability, Professional Liability, Auto Liability and Workers Compensation in amounts believed to be adequate to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.

## **IX. CONCLUSION**

- A. This AGREEMENT, consisting of seven (7) pages, including Attachment A, is the full and complete document including all covenants, conditions, and benefits.
- B. The signatures of the PARTIES affixed to this AGREEMENT affirm that they are duly authorized to commit and bind them to the terms and conditions set forth in this document.
- C. This AGREEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same AGREEMENT. The PARTIES shall be entitled to sign and transmit an electronic signature of this AGREEMENT (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the PARTY whose name is contained therein. Each PARTY providing an electronic signature agrees to promptly execute and deliver to the other PARTY an original signed AGREEMENT upon request.

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

In witness whereof the PARTIES have executed this AGREEMENT on the dates written below and this AGREEMENT is effective upon the last date of execution below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF RANCHO CUCAMONGA**

By: \_\_\_\_\_  
Art Bishop  
President, Board of Directors

By: \_\_\_\_\_  
L. Dennis Michael  
Mayor

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Nicholas R. Ghirelli  
City Attorney

DRAFT

**ATTACHMENT A  
SCOPE OF WORK**

DRAFT

# - ATTACHMENT A - CUCAMONGA STATION MILLIKEN AVENUE TRAFFIC STUDY BUDGET LEVEL SCOPING

November 22, 2022

## DESCRIPTION:

The Cucamonga Station Milliken Avenue Traffic Study will evaluate the impacts related to anticipated increased traffic volumes on Milliken Avenue resulting from the development of the Brightline West high-speed rail station at Cucamonga Station. The study will also include preparation of conceptual plans for widening of Milliken Avenue in the vicinity of the new station to address capacity issues identified in the study.

## OVERVIEW OF SCOPE OF WORK:

The scope of the study will include the following high-level tasks along with related lower-level detailed analysis resulting in a conceptual plan, scope, and timeline that will be the basis for detailed construction drawings and funding plan preparation.

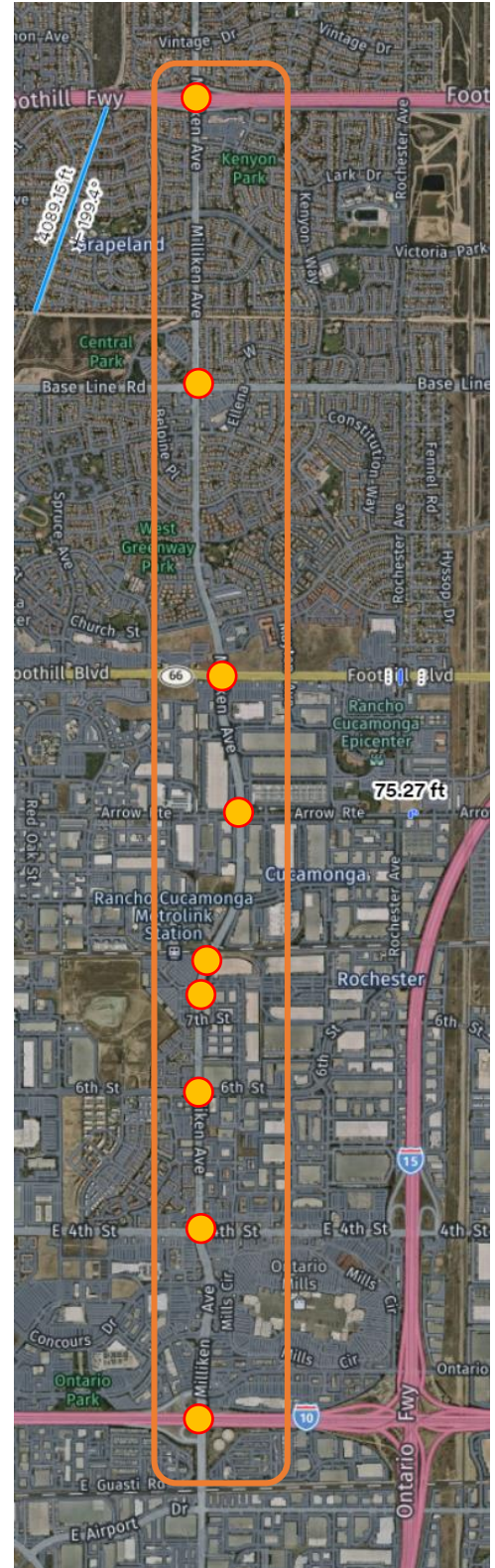
### *Traffic Analysis*

- Preparation of trip generation and distribution for the planned high-speed rail station
- Evaluation of the Level of Service for major and critical minor intersections along Milliken Avenue between the SR-210 and I-10 freeways utilizing existing, opening year, and horizon year scenarios
- Evaluation of segment levels of service for major segments of Milliken Avenue between the SR-210 and I-10 freeways
- Determination of additional capacity needs at the intersection and segment levels along with thresholds for implementation of needed improvements

### *Conceptual Planning*

- Preparation of a conceptual plan and budget estimates for the addition of capacity improvements based on the results of the traffic analysis
- Research and evaluation of barriers to development of capacity improvements along with their potential impacts on existing and planned utilities and the tunnel planned from Cucamonga Station to Ontario International Airport
- Research and evaluation of barriers to development of capacity improvements along with design constraints related to the existing grade separated Metrolink rail crossing adjacent to Cucamonga Station

**BUDGET LEVEL ESTIMATE OF COST:**     \$200,000



## ***Minute Action***

AGENDA ITEM: 20

***Date:*** *March 1, 2023*

***Subject:***

Bi-Annual Fiscal Year 2022/2023 Railroad Right-of-Way Grants of Right of Use Report

***Recommendation:***

Receive and file the first half of Fiscal Year 2022/2023 (July through December 2022) Right-of-Way Grants of Right of Use Report.

***Background:***

The San Bernardino County Transportation Authority Board of Directors (Board) adopted Rail Property Policy No. 31602 on July 2, 2014 and approved revisions to Policy No. 31602 on March 6, 2019 and on October 6, 2021. In accordance with Policy No. 31602, Part VI, Policy Principles and Authority to Execute Grants of Right of Use, Section B, Approved Templates, the Board authorized the Executive Director, or designee, to approve all Grants of Right of Use documents as approved to form by General Counsel.

Attachment A reports the Grants of Right of Use issued, amended, denied, and/or terminated in the first half of Fiscal Year 2022/2023 in accordance with the reporting requirements of Policy 31602, Part IX, Section H.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget. Presentation of the Bi-Annual Right-of-Way report demonstrates compliance with the Rail Property Policy No. 31602.

***Reviewed By:***

This item was received by the Transit Committee on February 9, 2023.

***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Manager

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*

Attachment A

Bi-annual Fiscal Year 2022-2023 (July to December 2022) Right-of-Way Grants of Use Report

Action	Vendor Name	Contract No.	Agreement Type	Minute Traq Item	Linked Agreements	Executed Date	Term	Application Fees	Annual Admin Fees	Use Fees	Amendment or Extension Fees	Waived Fees	Type Fees Waived	Waived Fee Commen
Issued	City of Rancho Cucamonga	22-1002809	License Agreement	8613	n/a	9/29/2022	Month to Month	\$ 2,230	\$ 1,200	\$ -	\$ -		n/a	0
Issued	Crown Castle Fiber LLC	22-1002702	Master License Agreement	8035	n/a	12/12/2022	Month to Month	\$ 2,230	\$ 13,560	\$ 2,371	\$ -	\$ 35,565	Use Fee	Use Fee Waived for Telecom Uses within public streets.
Amended	Frontier California Inc.	22-1002680	Master Right of Entry Permit	8889	18-1002124	9/8/2022	6/30/2023	\$ -	\$ -	\$ -	\$ -		n/a	0
Amended	City of Montclair	22-1002771	License Agreement	8336	RBPK-1863	8/17/2022	Annual	\$ -	\$ -	\$ -	\$ -	\$ 560	Amendment Fee	Amendment was for tl benefit of SBCTA proje
Grand Total								\$ 4,460	\$ 14,760	\$ 2,371	\$ -	\$ 36,125		

Attachment: Bi-Annual Grant of Right of Way Use Report through 2022 12 31 (9358 : Bi-Annual Fiscal Year

## ***Minute Action***

### AGENDA ITEM: 21

***Date:*** March 1, 2023

***Subject:***

Amendment No. 6 to Contract No. 17-1001587 with SCRRA for the RPRP

***Recommendation:***

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

Approve Amendment No. 6 to Contract No. 17-1001587 with the Southern California Regional Rail Authority, for the Redlands Passenger Rail Project close-out services, increasing the contract amount by \$814,129, to be funded with a new allocation of Measure I Valley Rail funds, for a new not-to-exceed amount of \$18,107,680.40.

***Background:***

Construction of the Redlands Passenger Rail Project (RPRP) is now complete and revenue service successfully launched on October 24, 2022. San Bernardino County Transportation Authority (SBCTA) and Southern California Regional Rail Authority (SCRRA) have cooperated in the development of the RPRP and the implementation of the Arrow passenger service utilizing Diesel Multiple Unit (DMU) equipment from the start of project development. The various agreements between the agencies have aided in establishing the roles and responsibilities of each party, along with defining the funding of the capital, pre-revenue operations and project closeout activities.

In December 2016, SBCTA and SCRRA entered into Cooperative Agreement No. 17-1001587 for RPRP design services, and subsequently approved Amendments 1-5. These amendments increased the total contract amount to \$17,293,551.40. The proposed Amendment No. 6 provides for \$814,129 in additional funding to complete the remaining project closeout activities.

The details of the remaining work of Amendment No. 6 are included as attachment L and include the following:

- Flagging railroad protection, safety training and cable marking.
- Procurement and installation of the ESRI railroad signal house.
- Procurement and installation Dual Tone Multi Frequency (DTMF) at crossings.
- Additional cost for upgrades to existing railroad signals between the Arrow Maintenance Facility (AMF) and San Bernardino Transit Center (SBTC).
- Prepare survey/track charts.
- Installation of the mobile delay application and ATT Calnet at University Station.
- Complete other miscellaneous items such as bridge inspections, guard house, washroom, etc.
- Operational improvements to signal system at CP ZEMU and CP Morris.
- Operational, crossing safety protection, staff, mechanical and servicing support for testing of DMU on the San Gabriel Subdivision .
- Additional SCRRA staff time to complete project closeout.

Staff recommends approval of Amendment No. 6 to Cooperative Agreement No. 17-1001587 with SCRRA so that the remaining close-out activities and project close-out can be completed.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

March 1, 2023

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***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:



## General Contract Information

Contract No: 17-1001587 Amendment No.: 6 Sole Source? N/A

Vendor No.: 02003 Vendor/Customer Name: Southern California Regional Rail Authority

Description: Design & Construction Support Services

Estimated Start Date: 12/07/2022 Expiration Date: 12/31/2023 Revised Expiration Date: \_\_\_\_\_

List Any SBCTA Related Contracts Nos.: \_\_\_\_\_

Dollar Amount							
Original Contract		\$	1,069,500.00	Original Contingency		\$	106,950.00
Prior Amendments		\$	16,224,051.40	Prior Amendments		\$	(106,950.00)
Current Amendment		\$	814,129.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	18,107,680.40	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	18,107,680.40

## Contract Authorization

Board of Directors \_\_\_\_\_ Date: 03/01/2023 Board \_\_\_\_\_ Item # 9351

## Contract Management (Internal Purposes Only)

Payable \_\_\_\_\_ Capital Project Contracts \_\_\_\_\_ Board Approved Budget Adjustment \_\_\_\_\_

Accounts Payable							
Total Contract Funding: \$				18,107,680.40			
GL:	4150	30	0315	0324	52001	41100000	8,505,296.00
GL:	1050	30	0315	0324	52001	42218001	4,020,129.00
GL:	4150	30	0315	0324	52001	41100000	106,950.00
GL:	4150	30	0315	0324	52001	41100000	577,500.00
GL:	1050	30	0315	0324	52001	42218001	92,326.40
GL:	4150	30	0315	0324	52001	41100000	750,000.00
GL:	1050	30	0315	0324	52001	42218001	900,000.00
GL:	4150	30	0315	0324	52001	41100000	1,443,750.00
GL:	4150	30	0315	0371	52001	41100000	897,600.00
GL:	4150	30	0315	0324	52001	41100000	814,129.00
GL:							-
GL:							-

Total Contingency: \$				-			
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-

Accounts Receivable							
Total Contract Funding: \$				-			
Funding Agreement No: _____				Reversion Date: _____			
GL:							-
GL:							-
GL:							-
GL:							-
GL:							-

GL:							-
GL:							-
GL:							-
GL:							-
GL:							-

Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: 17-1001587-6 CSS (9351 : Amendment No. 6 to Contract No. 17-1001587 with SCRRA for the RPRP)

**AMENDMENT NO. 6 TO  
COOPERATIVE AGREEMENT NO. 17-1001587  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
FOR  
REDLANDS PASSENGER RAIL PROJECT RAILROAD DESIGN AND  
CONSTRUCTION SUPPORT SERVICES  
SAN GABRIEL SUBDIVISION/REDLANDS SUBDIVISION  
MILE POST 57.77/1.1 TO MILEPOST 66.57/9.9**

This AMENDMENT NO. 6 amends the Cooperative Agreement for the Redlands Passenger Rail Project (“RPRP”), SBCTA Agreement No. 17-1001587, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“SBCTA”) and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (“SCRRA”) (“AGREEMENT”). SBCTA and SCRRA are sometimes individually referred to as “PARTY”, and collectively referred to as “PARTIES”. Capitalized terms used, but not defined in this amendment shall have meanings ascribed to them in the AGREEMENT.

**RECITALS**

1. SBCTA and SCRRA entered into the AGREEMENT, which defined the terms and conditions for the design phase of the Redlands Passenger Rail Project (“RPRP” or “PROJECT”).
2. The AGREEMENT was amended (“AMENDMENT NO. 1”) to include the development and implementation of Positive Train Control (“PTC”) with functionality to support highway-crossing warning forestallment for near-side crossings and SCRRA’s temporary use of the San Bernardino Inland Empire Layover Facility.
3. The AGREEMENT was further amended (“AMENDMENT NO. 2”) to include additional budget for the SCRRA’s early utility relocation contract support services.
4. This AGREEMENT was further amended (“AMENDMENT NO. 3”) to include additional budget and scope for construction support services, system integration testing, equipment certification testing, train and engine crew certification and other pre-revenue support for the transition from a construction project to an operating railroad.
5. This AGREEMENT was further amended (“AMENDMENT NO. 4”) to include additional budget and scope for system integration testing, equipment certification testing,

enhancement to the Wireless Control Nearside Station Stop (“WCNSS”) operation, PTC support software, and PTC work needed for the Arrow Maintenance Facility (“AMF”).

6. This AGREEMENT was further amended (“AMENDMENT NO. 5”) to include and define additional responsibilities for construction support services, including, but not limited to: 1) procurement of equipment and furniture required for the operation of the AMF; 2) the maintenance of the DMUs and the maintenance of the RPRSA; 3) additional SCRRA staff and consultation support associated with Project Management, communications systems, scheduling, and an extended period of performance over that envisioned in previous Amendments; 4) four (4) additional Passenger Phones for DMU station platforms; and 5) mechanical support to DMU PTC testing, and simulated service testing and procurement of PTC WCNSS licenses and software for PTC training simulator.
7. PARTIES now desire to further amend the AGREEMENT to include additional funding for PROJECT CLOSE-OUT SERVICES, including, but not limited to, additional staff time, flagging and railroad protection, safety training and cable marking, additional first mile upgrades, information technology services associated with mobile delay application at University Station, ESRI replacement house procurement and installation, bridge inspections and studies, Dual Tone Multi Frequency DTMF procurement and installation at crossings, system service improvements between CP ZEMU and CP Morris, as well as support to the 79 mph DMU testing on the San Gabriel Subdivision.
8. PARTIES agree that the additional funding identified in Attachment L to this Amendment is for additional PROJECT CLOSE-OUT SERVICES.

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

1. Add **ARTICLE 4. OBLIGATIONS OF SBCTA**, sub-paragraph B. 7:
  - a. **Attachment L – PROJECT CLOSE-OUT SERVICES (“AMENDMENT NO. 6”).** The costs associated with the line items in **Attachment L** are estimates and actual costs may vary. Variance in such costs shall not relieve SBCTA of its responsibility to fund one hundred percent (100%) of all such costs incurred by SCRRA.
2. **ARTICLE 4. OBLIGATIONS OF SBCTA** sub-paragraph C shall be deleted and replaced in its entirety with the following:

Upon execution of AMENDMENT NO. 6, to provide to SCRRA an increase in the deposit amount of \$138,401.93, or seventeen percent (17%) of AMENDMENT NO. 6, bringing the total deposit to \$3,078,305.67, and increasing the total amount of the estimated obligation under the AGREEMENT by \$814,129 for a total not-exceed amount of \$18,107,680.40. A Funding and Deposit Summary is contained in **Attachment I** to this AMENDMENT NO. 6.

3. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub-paragraph V:

SCRRA shall purchase and install Mobile Delay App and ATT Calnet at University Station as required for the network throughout the system.

4. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub-paragraph W:

SCRRA shall procure and install the ESRI Replacement House at ESRI station.

5. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub-paragraph X:

SCRRA shall procure and install Dual Tone Multi Frequency (DTMF) crossing activation software at seven crossings that are in close proximity to station stops.

6. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub-paragraph Y:

SCRRA shall implement operational improvements to the signal system at CP ZEMU and CP Morris to simplify movements into San Bernardino Transit Center.

7. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub-paragraph Z:

SCRRA shall provide operational, crossing safety protection, staff, mechanical and servicing support to the 79 mph Diesel Multiple Unit (DMU) testing on the San Gabriel Subdivision.

8. **ARTICLE 7. MAXIMUM OBLIGATION** shall be deleted and replaced in its entirety with the following:

Notwithstanding any provisions of this AGREEMENT to the contrary, SBCTA and SCRRA agree that SBCTA's maximum payment obligation per this AGREEMENT (including SCRRA's direct and indirect costs) shall not exceed \$18,107,680.40 for railroad design support and construction support services, system integration testing, and equipment certification testing, provision of train and engine crew certification, and other PRE-REVENUE SERVICE SUPPORT for the transition from a construction project to an operating railroad, unless this AGREEMENT is amended by the PARTIES.

9. **Attachment I** – The Funding and Deposit Summary in Attachment I to AMENDMENT NO. 5 shall be deleted and replaced with the revised “**ATTACHMENT I** – Funding and Deposit Summary”, which is attached to and incorporated into this AGREEMENT by reference.
10. **Attachment L – Project Close-Out Services** is attached to and incorporated into this AGREEMENT by this reference.

11. Except as amended by this AMENDMENT NO. 6, all other provisions of the AGREEMENT, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.

This AMENDMENT NO. 6 shall be made effective upon execution by both PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AMENDMENT NO. 6 to be entered into as of the date set forth above.

**SOUTHERN CALIFORNIA REGIONAL  
RAIL AUTHORITY (SCRRA)**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY  
(SBCTA)**

By: \_\_\_\_\_  
Darren M. Kettle  
Chief Executive Officer

By: \_\_\_\_\_  
Art Bishop  
Board President

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

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

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Don O. Del Rio  
General Counsel

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

Attachment: 17-1001587\_AMENDMENT NO. 6 (9351 : Amendment No. 6 to Contract No. 17-1001587 with SCRRA for the RPRP)

## Attachment I - Funding and Deposit Summary

Contract	Funding Amount	Deposit	Funding by Project		
			860942 (Design)	418004 (Con)	Funding Amount
17-1001587	\$ 1,069,500.00	\$ 181,815.00	\$ 1,069,500.00	\$ -	\$ 1,069,500.00
17-1001587-1	\$ 6,758,425.00	\$ 1,148,932.25	\$ 62,700.00	\$ 6,695,725.00	\$ 6,758,425.00
17-1001587-2	\$ 370,500.00	\$ 62,985.00	\$ 370,500.00	\$ -	\$ 370,500.00
17-1001587-3	\$ 4,327,000.00	\$ 735,590.00	\$ -	\$ 4,327,000.00	\$ 4,327,000.00
17-1001587-4	\$ 2,426,776.40	\$ 412,551.99	\$ -	\$ 2,426,776.40	\$ 2,426,776.40
17-1001587-5	\$ 2,341,350.00	\$ 398,029.50	\$ -	\$ 2,341,350.00	\$ 2,341,350.00
17-1001587-6	\$ 814,129.00	\$ 138,401.93	\$ -	\$ 814,129.00	\$ 814,129.00
<b>Total</b>	<b>\$ 18,107,680.40</b>	<b>\$ 3,078,305.67</b>	<b>\$ 1,502,700.00</b>	<b>\$ 16,604,980.40</b>	<b>\$ 18,107,680.40</b>



Date		21-Dec-22						
Cooperative Agreement		17-1001587 - Amendment No.6						
SCRRA Project No.		418004						
Project Name		Redlands Passenger Rail Project						
NO.	ITEM	QUANTITY				UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	Total			
1 Addiitonal Tasks for Amendment No.6								
a	SCRRA Staff Time				1	LS		\$100,585.
b	Flagging Railroad Protection, Safety Training and Cable Marking				1	LS		\$735,000.
c	First Mile Upgrades (additional costs)				1	LS		\$180,001.
d	Survey / Track Charts				1	LS		\$23,874.
e	I.T. - Mobile Delay App and ATT Calnet at University Station				1	LS		\$66,000.
f	ESRI Replacement House Procurement and Installation				1	LS		\$887,127.
g	Miscellaneous (Bridge Inspections, LTK Study, AMF Guard House, University Station Washroom)				1	LS		\$75,000.
h	DTMF procurement and installation at Crossings				1	LS		\$200,000.
i	Operational improvements to signal system at CP Zemu and CP Morris				1	LS		\$200,000.
j	Support to 79mph DMU Testing on San Gabriel Subdivision				1	LS		\$175,000.
	Sub-Total							\$2,642,587.
2 Unspent Funding from all Tasks through Ameendment No.5								
a	Unspent Task Funding				1	LS		-\$1,258,001.
b	Amendment No.5 Contingency				1	LS		-\$670,457.
	Sub-Total							-\$1,928,458.
	Sub-Total (Items 1 and 2)							\$714,129.
	Contingency							\$100,000.
	TOTAL ESTIMATED COST							\$814,129.
	Amendment No. 6 TOTAL							\$814,129.0
Notes:								
1	The cost of the SCRRA services shown is an estimate only and SBCTA will reimburse SCRRA on the basis of actual costs a expenses.							
2	SBCTA shall reimburse SCRRA the actual costs and expenses incurred by SCRRA and its contractors and consultants for all service and work performed in connection with this project, including an allocated overhead representing SCRRA’s costs for administration and management.							

## ***Minute Action***

### AGENDA ITEM: 22

***Date:*** March 1, 2023

***Subject:***

Redlands Passenger Rail Project - Contingency Increase to Construction Contract No. 17-001705

***Recommendation:***

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

A. Approve an increase in contingency for Contract No. 17-1001705 with Flatiron West, Inc. for the Redlands Passenger Rail Project mainline construction by \$1,500,000.00, increasing it from \$23,134,814.59 to \$24,634,814.59, and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

B. Approve a Fiscal Year 2022/2023 Budget Amendment, increasing Task 0315, Transit Capital, by \$1,500,000 in Measure I Valley Metrolink/Rail Service Funds.

***Background:***

On June 5, 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of Construction Contract No. 17-1001705, based on the competitive low bid process, for the Redlands Passenger Rail Project (RPRP) Mainline Construction, to Flatiron West, Inc. (FWI), for a fixed lump sum of \$154,232,071.91. The mainline construction project consists of a 9-mile reconstruction of the existing Redlands Subdivision, which will provide commuter rail service between the Cities of San Bernardino and Redlands. At the time of contract award, 10% of the awarded contract lump sum was allocated in project contingency (\$15,423,207.19). In September 2021, the project contingency was increased by \$7,711,607.40 to account for unforeseen contaminated soils and work supporting Southern California Edison (SCE). These unforeseen conditions resulted in change orders totaling \$10,638,760.15, accounting for 69% of the original contingency.

The mainline construction project is complete and the RPRP is in revenue service. However, some close-out activities under the project still need to be completed, including closing out all open change orders and potential construction claims. A forecasted project cost to complete analysis is regularly updated to verify that the current contingency is sufficient to cover the unanticipated change orders. Once change orders are executed, they are reported monthly to the Transit Committee, including the overall contingency balance. Based on the current forecast to complete all close-out activities, staff is recommending approval to increase the amount of contingency authorized for Contract No. 17-1001705 by \$1,500,000.00, as noted under Recommendation A, and to increase the current Fiscal Year 2022/2023 budget, as noted under Recommendation B to complete the close-out activities under the mainline construction contract.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2022/2023 Budget. Recommendation B supports a budget amendment increase in the amount of \$1,500,000 to be funded with Measure I Valley Metrolink/Rail Service funds.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023. SBCTA Procurement Manager and Risk Manager have reviewed this item.

*Entity: San Bernardino County Transportation Authority*



Board of Directors Agenda Item

March 1, 2023

Page 2

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

## General Contract Information

Contract No: 17-1001705 Amendment No.: 3

Contract Class: Payable Department: Transit

Vendor No.: 03070 Vendor Name: Flatiron West, Inc.

Description: Redlands Passenger Rail Project (RPRP) Mainline Construction

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

## Dollar Amount

Original Contract	\$	154,232,071.91	Original Contingency	\$	15,423,207.19
Prior Amendments	\$	-	Prior Amendments	\$	7,711,607.40
Prior Contingency Released	\$	-	Prior Contingency Released (-)		
Current Amendment	\$	-	Current Amendment	\$	1,500,000.00
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>154,232,071.91</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>24,634,814.59</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>178,866,886.50</b>

## Contract Authorization

Board of Directors Date: 03/01/2023 Board Item # 9359

## Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No Board Approved Budget Adjustment

Federal/State/Local Construction N/A

## Accounts Payable

Estimated Start Date: 04/03/2019 Expiration Date: 06/30/2024 Revised Expiration Date: \_\_\_\_\_

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

								Total Contract Funding:	Total Contingency:
								\$	\$
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name		
GL	2090	30	0315	0324	53701	42106852	TIGER 19-1002249	8,636,962.00	-
GL	2120	30	0315	0324	53701	42107022	FTA 5307 19-1002250	23,818,652.00	14,136,245.40
GL	2122	30	0315	0324	53701	42107021	FTA CMAQ 19-1002251	13,631,600.00	-
GL	2520	30	0315	0324	53701	42202016	RIP 19-1002247	12,826,000.00	-
GL	2565	30	0315	0324	53701	42206505	TIRCP 19-1002182	9,204,000.00	-
GL	2701	30	0315	0324	53701	42217708	LPP FORMULA 19-1002129	6,169,000.00	-
GL	2705	30	0315	0324	53701	42217710	SCCP 19-1002129	65,000,000.00	-
GL	2706	30	0315	0324	53701	42217709	LPP COMP 19-1002129	10,831,000.00	-
GL	4150	30	0315	0324	53701	41100000	MSI RAIL	251,837.26	8,998,569.19
GL	6014	30	0315	0324	53701	42418005	REDLANDS 15-1001047	134,355.00	-
GL	6014	30	0315	0324	53701	42418007	REDLANDS 00-1001011	500,000.00	-
GL	6014	30	0315	0324	53701	48001007	ESRI 16-1001470	2,964,043.00	-
GL	6014	30	0315	0324	53701	48005207	SBMWD 17-1001644	264,622.65	-
GL	4150	30	0315	0324	53701	41100000	MSI RAIL	-	1,500,000.00

Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: 17-1001705 CSS Amend 3 (9359 : Contingency Increase to Construction Contract No. 17-1001705 RPRP)

## ***Minute Action***

### AGENDA ITEM: 23

***Date:*** March 1, 2023

***Subject:***

Right-of-Way Acquisition Property Updates

***Recommendation:***

Receive and file the updated list of Right-of-Way property acquisitions for the Transit and Rail Department projects, which includes changes to the Board of Directors' authorized property list and provides the current listing of San Bernardino County Transportation Authority Transit and Rail Programs Eminent Domain actions.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) is responsible for the development and delivery of transit projects. The acquisition of public and private properties is often required to facilitate the implementation of projects. The intent of this agenda item is to inform the Board of Directors of SBCTA's success in avoiding costly litigation while acquiring property necessary for SBCTA's Transit projects. This agenda item also provides a listing of all properties that were approved by the SBCTA Board of Directors (Board) and properties that have been added or deleted for these projects.

On January 2, 1971, Public Law 91-646 the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," was signed into law by Congress to ensure that people whose real property is acquired, or who must move as a result of the needs of a Federal Aid project, will be treated fairly and equitably and will receive assistance in moving from the property they occupy to a location equal or better. To ensure fair and consistent treatment of property owners and those displaced as a result of the projects, SBCTA developed a Right-of-Way (ROW) Acquisition Procedures Manual compliant with all federal and state laws, statutes, and regulations as applicable, to guide staff through the property acquisition, relocation, and disposition processes. To exercise consistent treatment of property owners this process is utilized on all property acquisitions whether or not federal funds are utilized.

SBCTA seeks to reach fair settlements with property owners based on the value of just compensation which is derived from appraisal values. Through the acquisition process staff is highly communicative with those affected by SBCTA's projects in order to gain a full understanding of each property owner's concerns and the factors concerning the appropriate property appraisal. While many acquisitions are either accepted based on just compensation, or with limited negotiations, there are situations where, due to schedule considerations, lack of property owner response, title issues on the property, or significant differences on the acquisition price, legal proceedings are required. In these cases, while negotiations with the property owners are continued, the Board conducts a Resolution of Necessity (RON) hearing to establish the need for the property, need for the project, and that a fair offer of just compensation has been tendered to the property owner of record.

In cases where a RON hearing occurs, many of the properties are acquired through a settlement prior to the filing of litigation. Settlements occur through contracts that the SBCTA Acquisition Agent negotiates directly with property owners ('Contract' column in Table 1), attorney settlement agreements that the court accepts or settlement agreements resulting from mediation

*Entity: San Bernardino County Transportation Authority*

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by an unbiased third party mediator ('Attorney' column in Table 1), or through a trial judgment ('Court' column in Table 1). Only a small proportion of properties actually go to trial to determine just compensation for property acquisition. Due to the cost associated with litigation, it is generally in SBCTA's best interest, and in the best interest of property owners, to settle on a fair determination of just compensation for the real property interests prior to trial. In an effort to meet the schedule and budget, and to follow state and federal requirements, staff remains committed to practicing fair and equitable treatment of those impacted by SBCTA's projects. The following table is an update showing the current status and number of properties acquired for SBCTA's Transit and Rail Department projects and the ultimate disposition as to how a settlement was reached.

**Table 1**

Project	Properties/Parcels						
	Number Acquire	Acquired with no RON Hearing	Resolution of Necessity (RON)				
			Total	Litigation/Pending Cases	Settlement Type		
					Contract	Attorney	Court
West Valley Connector Project *	181	71	110	74	36	0	0
Redlands Rail Project*	62	41	21	1	20	0	0
Rancho Siding Project*	2	0	0	0	0	0	0

\*Still in Progress.

The second part of this agenda item is to provide the Board with a complete listing of properties that were approved by the Board for these projects, including added or deleted properties. The ROW acquisitions were taken before the Board and approved with the following language:

*"Authorize staff to appraise properties identified in Table \_\_ and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the XXX (Project); and"*

*"Authorize the Director of Director of Transit and Rail Programs to add or delete parcels in Table \_\_ as the Director determines necessary for the Project."*

During the course of project development, minor changes to a project's ROW requirements may occur due to design refinements, construction staging revisions, or utility relocation requirements. SBCTA typically tries to minimize the property impacts on every project, but often the identified list of properties occurs relatively early in the final design and ROW phases, which is why there can be changes to these requirements as the project progresses.

Annually, complete listings of Board approved property acquisitions, including added or deleted properties, will be provided to the Board of Directors unless otherwise requested.

**Financial Impact:**

This item is consistent with the Fiscal Year 2022/2023 Budget.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023.

**Responsible Staff:**

Joy Buenaflor, Project Manager

Board of Directors Agenda Item  
March 1, 2023  
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Approved  
Board of Directors  
Date: March 1, 2023  
Witnessed By:

San Bernardino County Transportation Authority

**West Valley Connector Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**January 6, 2021**

APN	Property Owner	Present Use
011006101	DE VAZQUEZ, ELODIS MUNOZ	Commercial/Vacant Land
011006104	SALHAB, FAYEK	Commercial/Vacant Land
<del>011006117</del>	<del>SAN BERNARDINO CO FLOOD CONTROL DIST</del>	<del>General/Vacant Land</del>
011006118	SALHAB, FAYEK J	Convenience Store (7-11)
011007102	SHIH, SEN M	Commercial/Vacant Land
011007106	AMERICAN WEST REGIONAL CENTER LLC	Commercial/Vacant Land
011007107	AMERICAN WEST REGIONAL CENTER LLC	Commercial/Vacant Land
011007210	GRABOWSKI, PATRICK F	Commercial/Theater
011007211	GRABOWSKI, PATRICK F (Comet Trailer Park)	Mobile/Manufactured Home (regardless of Land ownership)
011011110	ROWLANDS PROPERTIES	Commercial/Vacant Land
011012105	MATLOCK LIVING TRUST 1997 4-2-97	Industrial/Vacant Land
011012108	BEACON GROUP INC, THE	Commercial/Auto Repair (& related), Garage
011012109	BEACON GROUP INC, THE	Light Industrial/10% improved office space; machine shop
011012110	BEACON GROUP INC, THE	Commercial/ Distribution Warehouse
011013106	PANNONE PROPERTIES LLC	Commercial/ Distribution Warehouse
011013107	PANNONE PROPERTIES LLC	Commercial/ Distribution Warehouse
011013108	PANNONE PROPERTIES LLC	Commercial/Retail Stores (Personal Services,
011013109	JAUREGUI, FRANCISCO	Commercial/Vacant Land
011013113	LA COMMARE, JAMES AND JOSEPHINE TR	Commercial/Parking Lot
<del>011013122</del>	<del>SAN BERNARDINO CO FLOOD CONTROL DIST</del>	<del>Commercial/GENERAL/Vacant Land</del>
101049102	PAYMASTER ASHWIN C	Commercial

Attachment: Transit and Rail\_ROW Status Report for Board Update ( 1.31.23)\_WVC (9361 : ROW Acquisition Property Updates)

**West Valley Connector Project Parcel Listing**  
**Approved**  
**Board of Directors**  
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APN	Property Owner	Present Use
101049103	MAHDAVI AMIR	Commercial
101049116	HAGEN JHON D	Commercial/Auto repair (& related), Garage
101052217	SARINANA, LARRY	Commercial
101054301	CUCCUIA FRANK J FAMILY TRUST	Commercial/Parking
101054302	CUCCUIA FRANK J FAMILY TRUST	Commercial/Parking
101054303	CUCCUIA FRANK J FAMILY TRUST	Commercial/Vacant
101054304	NASH MOTOR LLC	Commercial
101054305	RYAN, E & R MARITAL TRUST 3-31-86	Commercial Single Family Residential
101054306	RYAN, E & R MARITAL TRUST 3-31-86	Commercial Neighborhood: Shopping Center, Strip Center,
101054307	ROSE-IN-BLOOM INC	Commercial - Retail Stores
101054309	ROBINSON, LINDA	Commercial/Parking
101054310	CHAROLET, CESAR	Commercial/Auto Center
101054311	CHAROLET, CESAR	Commercial/Parking Lot
101054312	CAMPIO, EARL	Commercial/Residential Commercial/Office/Residential
101054313	JUAREZ FAMILY 2005 REV TR 9-23-05	Commercial/Retail Stores (Personal Services,
101054314	JUAREZ FAMILY 2005 REV TR 9-23-05	Commercial/Retail Stores (Personal
101054332	GRIMES, ELIZABETH TRUST	Commercial/Neighborhood: Shopping Center, Strip Center,
101055205	DOWNEY BRAD	Commercial/Parking
101055206	MUNUGALA, BHASKARA	Commercial
101055207	JAFARARIN, AMIN	Commercial

**West Valley Connector Project Parcel Listing**  
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APN	Property Owner	Present Use
101055211	GONZALEZ, ALBERTO	Commercial
101055212	SOLANKI, GIRISH	Commercial/Retail
101055213	SOLANKI, GIRISH	Commercial/Retail
101055214	MALAGON, SYLVERIO	Commercial/Restaurant
101055215	MALAGON, SYLVERIO	Commercial/Parking
101055232	JUAREZ, ALBINO	Commercial
101055233	JUAREZ, ALBINO	Commercial
101055234	JUAREZ, ALBINO	Commercial/Parking
101055237	JAFARARIN, AMIN	Commercial
101055238	NABHAN, MAJED	Commercial
101111104	UTR HOLT BENSON LLC	Commercial/VACANT
101111105	HOLT INVESTMENT LLC	Commercial/Auto repair (& related),
101111118	ASTFALK ROY DALE TR	Commercial/Retail Stores (Personal
101111120	LIN, SHINN LIANG	Commercial/Light Industrial (10% improved office space;
101111121	UTR HOLT BENSON LLC	Commercial/Financial Bldg (Bank, S&L,
101112102	JAUGERUI TRINIDAD	Commercial/Vehicle Rentals, Vehicle Sales
101112113	HARDEN WILLIAMS	Commercial/Retail Stores (Personal Services,
101112117	PIRSEH LLC	Commercial/Vehicle Rentals, Vehicle Sales
101112118	PIRSEH LLC	Commercial/Vehicle Rentals, Vehicle Sales
101112122	ONTARIO ICE SKATING CENTER INC	Commercial
101112124	JABER FAMILY TRUST	Commercial/Retail Stores (Personal Serv



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APN	Property Owner	Present Use
101112126	DEWEY GROUP LP	Commercial Office (General)
101112127 (101112121)	BUX KARIM	Commercial/Light Industrial (10% improved office space;
101113207	PAINT BUCKET INC	Commercial/Retail
101113208	YAVELAK, DUANE & SHIRLEY FAM REV LIV	Commercial
101113209	YAVELAK FAMILY REVOC LIVING TRUST	Commercial
101113210	FERNANDEZ FAMILY TRUST 3/2/15	Commercial/Auto repair (& related),
101113211	FERNANDEZ FAMILY TRUST 3/2/15	Commercial/Mini-Warehouse, Self-Storage
101113212	VOLM, ROBERT W	Commercial/Auto repair (& related),
101114106	NRP DEVELOPMENT, INC	Commercial/Vehicle Rentals, Vehicle Sales\
101114107	GRACE PROPERTY MANAGEMENT LLC	Commercial Office (General)
101114111	SHORT, WILLIAM S & AUDREE L	Commercial/Vacant/Parking
101114113	SHORT, WILLIAM S	Commercial/Auto repair (& related),
101114116	DIBADJ, HAMID	Commercial/Vehicle Rentals, Vehicle Sales
101114130	SHORT, WILLIAM S	Commercial - Vacant Land
101114132	SILVERTON EXEMPT TRUST 3/13/07	Commercial Office (General)
101114135	LIEU, KHANG BAO	Commercial/Motel
101114136	KAITZ, ROBERT M & BARBARA E 2001 FAM	Commercial/Retail Stores (Personal Services,
104847114	HARB, NADIM FAYEZ	Commercial - Vacant Land
104847115	VALENCIA, BENJAMIN N	Commercial/Auto repair (& related),
104847122	JOYFUL NATIONS MINISTRIES	Commercial/Vacant
104847123	JOYFUL NATIONS MINISTRIES	Commercial/Church

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APN	Property Owner	Present Use
104847124	PAMA IV PROPERTIES LP	Residential/Apartments
104848101	SKY VILA MOBILE PARK	Residential/Trailer Park
104848102		Commercial
104848103	TIRE ZONE LLC	Commercial
104848106	MILLER LIVING TRUST 3-3-87 - EST OF	Commercial/Vacant
104848107	JIMENEZ JOSE	Commercial
104848127	PATEL, B FAMILY TRUST 2-13-91	Commercial/Parking
104848128	HARB, MAAN F	Commercial/Vacant
104848129	HARB, MAAN F	Commercial/Vacant
104851210	ALEMAN FAMILY TRUST 2014	Commercial/Service station (full service)
104851211	WAS765 LLC	Residential
104851213	IMMANUEL PROPERTY	commercial/strip
104851214	AREC 8 LLC	commercial
104851215	AREC 8 LLC	Commercial/Parking
104851216	CHAVEZ, YOLANDA	Commercial/Retail Stores (Personal
104851217	AYALA, SALVADOR & MARIA C FAM TR 4/1	Residential/Duplex (2 units, any combination)
104851218	HALSTEAD, FRANK E & MARIA E FAM TR 8	Commercial
104851219	CHAING, WILLIAM	Commercial/Parking
104851220	CHAING, WILLIAM	Commercial
104851221 (104851229)	BIR, RAGHBIR S	Commercial/Vacant
104851222 (104851229)	BIR, RAGHBIR S	Commercial

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APN	Property Owner	Present Use
104851228	LOZANO-ORTEGA	vacant land
104852208	OLIVOS, DANIEL & HEDDY FAM TR 07/31/	Commercial/Auto repair (& related),
104852209	ROSENBLUM, JERRY	Commercial
104852210	AVILA, RAUL	Commercial
104852211	BANK OF CALIFORNIA TR	Retail Stores (Personal Services,
104852315	KB MAASS TRUST 2014	Single Family Residential
104852316	ELIAS PROPERTIES LLC	Multi-Family Dwellings (generic,
104852317	INIGUEZ, MANUEL V	Single Family Residential
104852414	KIPPER, RONALD A	Parking
104852415	KIPPER, RONALD A	Commercial - Vacant Land
104852416	KIPPER, RONALD A	Parking
104852417	TAWIL, ELIA REV TR 12/20/06	Commercial
104852516	SWERDLOFF, RONALD S	Commercial
104852517	COLLAZO, JOSE	Commercial
104852518	COLLAZO, JOSE	Commercial - Vacant Land
104852520	CISNEROS, ISRAEL	Commercial
104859128	EL POLLO LOCO INC	Community: Shopping Plaza, Shopping Center, Mini-Mall
104859129	STATER 108 LLC	Grocery, Supermarket
104859130	HOLT-SAN ANTONIO LLC	Neighborhood: Shopping Center, Strip Center, Enterprise Zone

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APN	Property Owner	Present Use
104859132	BAY CAL ONTARIO PARTNERS LLC	Vacant
104860413	MACK PARTNERS LLC	Fast Food Restaurant / Drive-thru
104860414	RAMIREZ, CRISTOBAL	Fast Food Restaurant / Drive-thru
104860415	AMINI, HAMID	Commercial Office (General)
104901103	QUESADA, VICTORIA R TR	Commercial/Office/ Residential (mixed use)
104901104	REINA HOLDING COMPANY LLC	Towing
104901105	M & L CENTER LLC	Commercial
104901201	AMARO REVOCABLE FAMILY TRUST 2008	Residential
104901202	KARPOUZIS LIVING TRUST	Parking Lot
104901224	KARPOUZIS LIVING TRUST 05/23/05	Fast Food Restaurant / Drive-thru
104902103	CHIANG FAMILY TRUST 7-8-10	Restaurant
104902104	CHIANG FAMILY TRUST 7-8-10	Motel
104902128	DINGLE, WILLIAM T & ELIZABETH G (TRU	Retail Stores (Personal Services,
104902129	KUO, JIINGLIN J	Motel
104906301	NA, SUSAN TR	Commercial
104906302	CITY OF ONTARIO	Commercial
104906303	ROJAS, ALICIA FAMILY TRUST 12/15/08	Commercial
104906304	ROJAS, ALICIA FAMILY TRUST 12-15-08	Commercial
104906305	CARVALHO, JOAO R (LISA)	Commercial

**West Valley Connector Project Parcel Listing**  
**Approved**  
**Board of Directors**  
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APN	Property Owner	Present Use
104906511	B & G PLAZA	Fast Food Restaurant / Drive-thru
104906602	BANH, PHUOC	Commercial
104909101	KIM, HEE C	Commercial
104909102	CRAITENBERGER FAMILY TRUST	Commercial - Vacant Land
104909103	AYALCO, LLC	Vacant
104909104	ALMARAZ, JUDY FAMILY TRUST 6-3-08	Commercial
104909301	ALMARAZ, JUDY FAMILY TRUST 6-3-08	Commercial
104909302	ALMARAZ, JUDY FAMILY TRUST 6-3-08	Commercial
104909303	ALMARAZ, JUDY FAMILY TRUST 6-3-08	Commercial Vacant
104909304	ALMARAZ, JUDY FAMILY TRUST 6-3-08	Vacant
104909306	ALMARAZ, JUDY FAMILY TRUST 6-3-08	Commercial
104909307	ALMARAZ, JUDY FAMILY TRUST 6-3-08	Vacant
104909309	CHAVEZ, JAVIER H TR	Commercial
104909310	CHAVEZ, JAVIER H TR	Parking
104909401	BELICHESKY-FILIPOVIC TRUST 6/23/06	Commercial Vacant
104909402	BELICHESKY-FILIPOVIC TRUST 6/23/06	Commercial
104909404	CAGLE FAMILY TRUST	Commercial
104909414	CAGLE FAMILY TRUST	Commercial
104910104	MILLER, DENYSE M	Retail
104910105	ENRIQUEZ, GUY R NON EXEMPT TRUST	Residence Quadruplex

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**Approved**  
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APN	Property Owner	Present Use
104910106	KIM, HENRY C	Commercial
104910107	KIM, HENRY C	Commercial
104910108	LANDGRAVE, RAFAEL	Commercial/Office/ Residential (mixed use)
104910109	LEON, LINO	Commercial
104910110	GRIFFITH, ROGER A TR	Commercial/Office/ Residential (mixed use)
104910111	GRIFFITH, ROGER ALAN	Commercial
104910112	LEDESMA FAMILY TRUST 9-29-05	Commercial
104910113	RAULY'S TRUST 10/24/95	Commercial
104910114	RAULY'S TRUST 10/24/95	Commercial
104910115	RAULY'S TRUST 10/24/95	Parking
104910116	LEDESMA, DANIEL E	Parking
104910118	LEDESMA, DANIEL E	Commercial
104910138	CHANG, AARON	Commercial
104910139	SEA PARTNERS LLC	Retail
104910140	GOLDEN STATE ALLIANCE, LLC	Commercial
104913102	GOLDEN STATE ALLIANCE LLC	Vacant
104913103	GOLDEN STATE ALLIANCE LLC	Vacant
104913104	MALAGON, SYLVERIO	Vacant
104913105	YOO JUN SON FAMILY TRUST	Commercial - Retail Stores
104913106	TREMAZI, MUHAMMAD S	Vacant
104913108	RELIANCE MOTORS LLC	Vehicle Rentals, Vehicle Sales (auto/truck/RV/bd

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APN	Property Owner	Present Use
104913113	HADDAD, RAFFI	Vacant
104913114	RIVAS, JESUS	Residential
104913115	BUSINESS OWNER	Vacant
104913116	GOLDEN STATE ALLIANCE LLC	Vacant
104913118	GROUP II AZUSA PROPERTIES	Parking
104913120	1010 HOLT LLC	Commercial
101055204	HOLT HOLDINGS LLC	Commercial Building, Mail Order,
104901101	HAGE FAMILY TRUST (9/24/1999)	Fast Food Restaurant / Drive-thru
104901102	DURRITZAGUE 2003 REV TRUST A (6-18) O DURRITZAGUE 2003 REV TRUST B	Neighborhood: Shopping Center,
104854794	AREP TOWN CENTER ONTARIO LLC	Miscellaneous (General)
104913119	CHAO PO-HSIANG & CHANG TSAI C (SP-PO-TSIANG	Commercial - Vacant Land
11013128	HUMPHREY, WILLIAM J; HUMPHREY, BEVERLY J	Mini-Warehouse, Self-Storage Subject Property
11013125 011013125	ABMA JOHN THEODORE & E C FAM TR & TRU	Vehicle Rentals, Vehicle Sales (auto/truck/RV/boat/etc.)
101112105	ONTARIO ICE SKATING CENTER INC	Skating rink, Ice Skating, Roller Skating
8336022015	TFF PROPERTIES LLC	Dance Hall
<del>8336021005</del>	<del>PATEL KANU AND HEMLATA TRS; KANU AND HEMLATA</del>	<del>Motel</del>
<del>8336021022</del>	<del>STEINER JAN H</del>	<del>Office Bldg (General)</del>
8337015034	YINGCHUN LLC	(Personal Services, Photography,
8337021047	FAKHOURI, SAMYRA A	Car Wash
8326024041	FOUNTAIN OF LOVE CHRISTIAN CENTER INC	Commercial - Vacant Land
8323016021	HAN POMONA SQUARE LLC	Community: Shopping Plaza, Shopping Center, N

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**West Valley Connector Project Parcel Listing**  
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**Board of Directors**  
**January 6, 2021**

APN	Property Owner	Present Use
8323025025	14255 ELLSWORTH STREET LLC	Retail Stores (Personal Services,
8326026029	MSW POMONA LLC	Department Store (apparel, household goods, furniture)
11009217	POSEIDON ONTARIO AIRPORT PLAZA LLC	Fast Food Restaurant / Drive-thru
21019129		
11043111	AIRPORT GATEWAY PLAZA LLC	Retail Stores (Personal Services,
21020402	AVERKIEFF STACEY LYNN LIVING TR (6/2); CHAVEZ MICHAEL	Commercial Office (General)
21021133	STARBRIDGE (ONTARIO) INVESTMENT LLC	Commercial Hotel
22901257		Commercial Restaurant
109053103	RANCHO MALL LLC	Commercial - Regional: Shopping Center, Mall
101111110 (101111124)		
011010101	ROWLAND PROPERTIES	Auto repair (& related), Garage
011008102 (11008110)	HOLT BLVD LLC	
011008103	HOLT BLVD LLC	Commercial - Vacant Land
011008106	COMBEE, JOE H	Neighborhood: Shopping Center,
011008107	DITOMMASO, ANTHONY & BEVERLY LIV TR	Commercial - Vacant Land
011008108	HOLT BLVD LLC	Commercial Office (General)
011012103	INTL ASSN OF MACH & AERO WORKERS D L	Commercial Office (General)
011011111	OM LAXMI LLC	Commercial - Vacant Land
011011112	OM LAXMI LLC	Commercial - Vacant Land
011007208	415 VINEYARD LLC	Commercial Office (General)
011007209	415 VINEYARD LLC	Commercial - Vacant Land



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APN	Property Owner	Present Use
011007216	7 SUMMIT PROPERTIES 2 LLC	Commercial Office (General)
011011101	MATLOCK, THOMAS G & JUDITH L TRS	Commercial Office (General)
011011102	1624 HOLT LLC	Commercial - Vacant Land
011011103	1624 HOLT LLC	Commercial - Vacant Land
011011106	GOODIN, R J FAMILY TRUST	Commercial/Office/Residential (mixed use)
011011107	GOODIN, R J FAMILY TRUST	Industrial - Vacant Land
011011108	GOODIN, R J FAMILY TRUST	Industrial - Vacant Land
011011109	ROWLANDS PROPERTIES	Commercial - Vacant Land
011012104	MATLOCK LIVING TRUST 1997 4-2-97	Industrial - Vacant Land
011007225	UNITED STATES OF AMERICA	Miscellaneous (General)
100949311	4480 Holt Blvd Montclair Llc Kzmb Llc	Community: Shopping Plaza, Shopping Center, Mini-Mall
101061112	Hbl Family Llc	Neighborhood: Shopping Center,
101105215	SOUTHEAST STATESBORO LLC	Neighborhood: Shopping Center,
101207103	RFA MONTCLAIR LP	Commercial (General)
011006123	PAMA IV PROPERTIES LP	Residential/Apartments (generic)
011009145	ONTARIO AIRPORT CORPORATE PARK OWNER	INDUSTRIAL Common Area
011010113	ONTARIO CNG	Commercial
022901216	YNS Enterprise	Commercial
104909305	Farid Jalala & Makay Jahangiri	Commercial
104909308	Farid Jalala & Makay Jahangiri	Commercial
023801436	ONTARIO MILLS	MALL

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**West Valley Connector Project Parcel Listing**  
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APN	Property Owner	Present Use
<b>023801440</b>	<b>ONTARIO MILLS</b>	<b>MALL</b>
<b>023801442</b>	<b>ONTARIO MILLS</b>	<b>MALL</b>

Notes: Stricken properties were deemed unnecessary and bolded properties have been added.

**Redlands Passenger Rail Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**November 16, 2016**

APN	Property Owner	Present Use
<del>013612139</del> <del>013612133</del>	<del>MIRANDA FAMILY HOLDINGS, LLC</del>	<del>Commercial</del>
013612290 013612289	SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT	Commercial
<del>013612141</del>	<del>W &amp; W REALTY, LLC</del>	<del>Commercial</del>
<del>013611102</del>	<del>JERALD AND MARY L. CASILLAS</del>	<del>Commercial</del>
<del>013612282</del>	<del>ROBERT E. &amp; BEVERLY ANN BOTTS</del>	<del>Commercial</del>
<del>013603101</del>	<del>SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION</del>	<del>Commercial</del>
013603326	CHRESTEN M. KNUDSEN FAMILY LIMITED PARTNERSHIP	Industrial
<del>013603314</del>	<del>JOHN H. &amp; LARISA GARDNER</del>	<del>Industrial</del>
013612281	WENHUI LIANG (previously GARDENA BUSINESS GROUP LLC)	Commercial
<del>013612287</del>	<del>ENRIQUE RODRIGUEZ AND M. ROSA RODRIGUEZ</del>	<del>Commercial</del>
013604210	VIDMAR REVOCABLE TRUST	Commercial
<del>013605154</del> <del>013604110</del>	<del>FAIRWAY INDUSTRIAL PARTNERS, LLC</del>	<del>Commercial</del>
013605114 013603327 013612278	CITY OF SAN BERNARDINO	Commercial
013622128	Christine Li, a single woman (FORMER OWNER - GARY G. & ISABELLA E. WALBOURNE)	Industrial
013603222 013603223	TWENTY-SEVEN SAC SELF-STORAGE LTD PT	Commercial
013625137	ERIC GRISHAM & ERIC GRISHAM FAMILY TRUST	Commercial
<del>013632151</del>	<del>BURR GROUP LP</del>	<del>Industrial</del>
013632155	BURCHCO LLC	Commercial
013632104	SALVADOR ANAYA C/O COMMUNITY IRON	Commercial
013640165	E & W PROPERTIES, LLC	Industrial
013646205	CH Realty VIII San Bernardino Washington LP (Formerly WASHINGTON LAND VENTURES, LLC)	Industrial
013645102	CH Realty VIII San Bernardino Washington LP (Formerly WASHINGTON LAND VENTURES, LLC)	Industrial

Attachment: Transit and Rail\_ROW Status Report for Board Update ( 1.31.23)\_RPRP (9361 : ROW Acquisition Property Updates)

**Redlands Passenger Rail Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**November 16, 2016**

APN	Property Owner	Present Use
013645226	CH Realty VIII San Bernardino Washington LP (Formerly WASHINGTON LAND VENTURES, LLC)	Residential
013632131 013632138 014126205 017018141 028102117 028102121 028102126 028102113 029203121 029203221 029203223 029203411 029203415	SAN BERNARDINO FLOOD CONTROL DISTRICT	Commercial
<del>013632114</del>	<del>DIANNE L. LINCOLN AND RANDALL S. LINCOLN</del>	<del>Industrial</del>
013640168	MAD ATOM, LLC	Industrial
013643114	LGW Equity LLC (FORMER OWNER - RBI LANDSCAPE INC.)	Industrial
013643134	GREGORY M. ARIAS	Industrial
028141101	CALIFORNIA HOUSING FOUNDATION	Commercial
013643101	WILLIE MARTIN, JR., ETAL MICHAEL MARTIN	Industrial
028102130	COOLEY PROPERTIES, LP	Commercial
028104129	FORD WHOLESALE COMPANY, INC.	Commercial
028102149 028130119 028104115	CITY OF RIVERSIDE	Industrial
028104136	REAGENT CHEMICAL & RESEARCH, INC.	Industrial
028120101	IAD HANHOUN & SHEREEN HANHOUN	Commercial
028110211	COUNTY OF SAN BERNARDINO	Industrial
029203501	DRC LAND CBC, LP	Commercial

Attachment: Transit and Rail\_ROW Status Report for Board Update ( 1.31.23)\_RPRP (9361 : ROW Acquisition Property Updates)

# Redlands Passenger Rail Project Parcel Listing

## Approved

## Board of Directors

November 16, 2016

APN	Property Owner	Present Use
016928119 016928123 016936208 017014207 017018144 017019139 029203402 029203405 029203408 029206402	CITY OF REDLANDS	Commercial
029203417	OHANIAN REVOCABLE TRUST	Commercial
029203416	CHASE MANAGEMENT, INC.	Commercial
029206422	STRICKLER COMMERCIAL, LLC	Commercial
016927144 017102213	PROPERTY ONE, LLC	Commercial
029206405	TYRA FAMILY TRUST AGREEMENT 1-29-08; C/O ROY AND LAWANNA TRYA TRUSTEES	Commercial
029206412	UNITED STATES POSTAL SERVICE	Commercial
016740111	MOUNTAIN VIEW INDUSTRIAL CENTER, LLC	Commercial
029206301	D. T. M. LAND COMPANY, LLC	Commercial
016937102	CITY OF REDLANDS (FORMERLY G & M GAPCO, LLC)	Commercial
016939103	NASSER & CAROLINE RADPARVAR	Commercial
016928134 016928139	SHOWPROP REDLANDS, LLC	Commercial
016928145	SPIRIT MASTER FUNDING X, LLC	Commercial
016928143	LONGO FAMILY TRUST BETTY J. LONGO	Commercial
016921227	ORANGE STREET PLAZA, LLC	Commercial
016931116	CENTENNIAL PLAZA, LLC; C/O DONALD LAM	Commercial
016931201	AMCOR PROPERTIES, LLC; C/O LOUIS T BURCH / REDLANDS PET CLINIC	Commercial
016923607	JAMES F. VER STEEG, SR.	Industrial
016923401	S. TODD & JOY A. ALLEN	Commercial
016932102 016932101	FOOTHILL REDLANDS	Commercial
017019140	CATALINA GARDENS-REDLANDS, LLC	Commercial
017015128	UNIVERSITY OF REDLANDS	Commercial

Attachment: Transit and Rail\_ROW Status Report for Board Update ( 1.31.23)\_RPRP (9361 : ROW Acquisition Property Updates)

**Redlands Passenger Rail Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**November 16, 2016**

APN	Property Owner	Present Use
017018146 017018149	UNION PACIFIC RAILROAD CO (FORMERLY SOUTHERN PACIFIC RAILROAD CO)	Commercial
<b>013606116</b>	<b>Gabriella Parrish (FORMER OWNER - NAZARIO &amp; LOUISA ROJAS)</b>	<b>Residential</b>
<b>013622136</b>	<b>LEONARD &amp; MARIA KNAPP</b>	<b>Commercial</b>
<b>0136-321-54</b>	<b>HU FAMILY TRUST</b>	<b>Commercial</b>
<b>013622141</b> <b>013622142</b>	<b>PRIMA-MILL LLC</b>	<b>Commercial</b>
<b>028121119</b>	<b>CARLOS GARCIA &amp; ALEJANDRA NARANJO</b>	<b>Residential</b>
<b>016936215</b>	<b>FRANCHISE REALTY INTERSTATE CORP (McDonald's)</b>	<b>Commercial</b>
<b>016937116</b>	<b>THOMAS O. BELL</b>	<b>Commercial</b>
<b>016927154</b>	<b>NYS NORTH, LLC</b>	<b>Commercial</b>
<b>016924437</b>	<b>STUART STREET REDLANDS, LLC</b>	<b>Commercial</b>
<b>017013120</b>	<b>TIMOTHY BEST</b>	<b>Commercial</b>
<b>017020119</b>	<b>REDLANDS PROPERTY MANAGEMENT TR.</b>	<b>Residential</b>
<b>013612133</b>	<b>MIRANDA FAMILY HOLDINGS, LLC</b>	<b>Commercial</b>
<b>013632149</b>	<b>LIH INVESTMENTS, LLC</b>	<b>Industrial</b>
<b>028110216</b>	<b>VALACAL COMPANY</b>	<b>Industrial</b>
<b>013612282</b>	<b>ROBERT E. &amp; BEVERLY ANN BOTTS</b>	<b>Commercial</b>
<b>014143112</b>	<b>IPT WATERMAN DC LP</b>	<b>Commercial</b>
<b>013632140</b>	<b>GOSAENZ, LLC</b>	<b>Commercial</b>
<b>013641110</b>	<b>199 EAST CENTRAL AVENUE, LLC</b>	<b>Commercial</b>

Notes: Stricken properties were deemed unnecessary and bolded properties have been added.

# Rancho Siding Project Parcel Listing

Approved  
Board of Directors  
May 5, 2021

APN	Property Owner	Property Address	Present Use
<del>0209-013-85-0000</del>	City of Rancho Cucamonga	<del>9153 9th Street, Rancho Cucamonga CA</del>	Government
<del>0209-013-87-0000</del>	City of Rancho Cucamonga	<del>9153 9th Street, Rancho Cucamonga CA</del>	Industrial, Vacant Land
0209-032-13-0000	Zarp Properties LLC	8881 Hellman Avenue, Rancho Cucamonga CA	Auto Repair, Garage/Commercial
0209-032-63-0000	Kinsman, Craig Trust	9349 Feron Boulevard, Rancho Cucamonga CA	Mini warehouse, Self storage/Commercial
<del>0209-032-11-0000</del>	<del>Wilkinson Family Trust</del>	<del>9359 Feron Boulevard, Rancho Cucamonga CA</del>	<del>Mini warehouse, Self storage/Commercial</del>
<del>0209-032-17-0000</del>	<del>Wong, Robert K &amp; May L Family Limited Partnership</del>	<del>9375 Feron Boulevard, Rancho Cucamonga CA</del>	<del>Mini warehouse, Self storage/Commercial</del>
0209-032-29-0000	JNS Investments LLC	9509 Feron Boulevard, Rancho Cucamonga CA	Mini warehouse, Self storage/Commercial
0209-062-04-0000	SBCTA	9798 8th Street, Rancho Cucamonga CA	Government
0209-013-22-0000	SBCTA	8892 Hellman Avenue, Rancho Cucamonga CA	General Use, Vacant Land
<b>8th St ROW</b>	<b>City of Rancho Cucamonga</b>	<b>NW Cor 8th/Archibald</b>	<b>Vacant Land/Right of Way</b>

Notes: Stricken properties were deemed unnecessary and bolded properties have been added.

## ***Minute Action***

AGENDA ITEM: 24

***Date:*** March 1, 2023

***Subject:***

City of San Bernardino Storm Water Maintenance Agreement No. 23-1002838

***Recommendation:***

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

Approve Agreement No. 23-1002838 with the City of San Bernardino for the maintenance of storm water treatment devices installed as part of the Redlands Passenger Rail Project Rail Storage & Maintenance Facility.

***Background:***

As part of the Redlands Passenger Rail Project Rail Storage & Maintenance Facility (now known as the Arrow Maintenance Facility), San Bernardino County Transportation Authority installed various storm water treatment devices, as required by the project's plans that were approved by the City of San Bernardino. The ongoing maintenance of the various water treatment devices was included in the City-approved Water Quality Management Plan (WQMP). However, this agreement is required in order to reference the various existing agreements and to enable recording of a Storm Water Treatment Device and Control Measure Access and Maintenance Agreement as required by the San Bernardino County Municipal Separate Storm Sewer System (MS4) Permit.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*



## General Contract Information

Contract No: 23-1002838 Amendment No.: N/A  
 Contract Class: Payable Department: Transit  
 Vendor No.: 01901 Vendor Name: City of San Bernardino  
 Description: Maintenance of storm water treatment devices installed as part of RPRP AMF.

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

## Dollar Amount

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

## Contract Authorization

Board of Directors Date: 03/01/2023 Board Item # 9363

## Contract Management (Internal Purposes Only)

Other Contracts Zero Dollar Sole Source? No No Budget Adjustment N/A

MOU/COOP/JPA (zero dollar contract)

## Accounts Payable

Estimated Start Date: 01/04/2023 Expiration Date: 12/31/2039 Revised Expiration Date: \_\_\_\_\_

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

								Total Contract Funding:	Total Contingency:
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 23-1002838 (9363 : Storm Water Maintenance Agreement No. 23-1002838)

RECORDING REQUESTED BY:  
City of San Bernardino

WHEN RECORDED RETURN TO:  
City of San Bernardino  
Public Works Department  
2<sup>RD</sup> FLOOR  
201 North "E" Street  
San Bernardino, CA 92401

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## **AGREEMENT**

### **STORMWATER TREATMENT DEVICE AND CONTROL MEASURE ACCESS AND MAINTENANCE AGREEMENT**

**Owner:** **San Bernardino County Transportation Authority**

**Tract No.:** **See Exhibit A**      **APN:** **See Exhibit A**

**Address:** **1170 West 3rd Street, San Bernardino, CA 92410**

**Owner:** **City of San Bernardino**

**Tract No.:** Not Applicable      **APN:** See Exhibit

**Address:** **958 West 3<sup>rd</sup> Street, San Bernardino, CA 92408**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of San Bernardino, a Charter City and municipal corporation, ("City") and San Bernardino County Transportation Authority ("SBCTA"). SBCTA and the City are sometimes each individually referred to herein as a "Party" and, collectively, as the "Parties."

## **RECITALS**

WHEREAS, SBCTA and the City own that certain real property in the City more specifically described in Exhibit "A" ("Property") which is attached hereto and incorporated herein by this reference; and

WHEREAS, at the time of approval of SBCTA's development project commonly known as Rail Storage & Maintenance Facility (aka "Arrow Maintenance Facility") Project (the "Project"), the City required the Project to employ on-site control measures to minimize pollutants in urban stormwater runoff; and

WHEREAS, SBCTA and City have chosen to install CDS unit, sand/oil separator and catch basin filters (the "Devices") to minimize pollutants in urban stormwater runoff; and

WHEREAS, the Devices have been installed in accordance with plans and specifications approved by the City and are specifically depicted in Exhibit "B," which is attached hereto and incorporated herein by this reference; and

WHEREAS, the SBCTA and City are aware that per the approved WQMP periodic and continuous maintenance of the Devices is required to assure proper performance of the Devices, including, but not necessarily limited to, filter material replacement, sediment removal, storm runoff control, trash maintenance and drainage system maintenance as specified in the Project's Water Quality Management Plan on file with the City; and

WHEREAS, SBCTA and City are also aware that such maintenance activity will require compliance with all Federal, State and local laws and regulations, including those pertaining to confined space and waste disposal methods in effect at the time such maintenance occurs; and

WHEREAS, California Regional Water Quality Control Board Order No. R8-2010-0036 (NPDES No. CAS 618036) San Bernardino County Municipal Separate Storm Sewer System (MS4) Permit and San Bernardino Municipal Code Section 8.80.208 requires this Stormwater Treatment Device and Control Measure Access and Maintenance Agreement; and

NOW, THEREFORE, in consideration of the City's approval of the Project and the mutual promises contained herein, the City of San Bernardino and SBCTA agree as follows:

### AGREEMENT

1. The City and its designees require access to the Devices and SBCTA's Property in the immediate vicinity of the Devices for the purpose of inspecting, sampling and testing of the Devices, and in cases of emergency, to undertake all necessary repairs or other preventative measures. The City shall make every effort at all times to minimize or avoid interference with SBCTA's use of the Property when undertaking such inspections and repairs.
2. The maintenance of the various Devices installed at the Arrow Maintenance Facility as part of the Redlands Passenger Rail Project are included in this agreement. Maintenance of the Devices shall be undertaken in accordance with such requirements. Maintenance of the Arrow Maintenance Facility is included in Agreement 20-1002367 between SBCTA and the Southern California Regional Railroad Authority.
3. Pursuant to MS4 Permit Provision C.3.h.ii.(1)(d), SBCTA shall record this Agreement or a notice or memorandum of this Agreement in the Official Records of the County of San Bernardino at SBCTA's expense, and such recording shall constitute notice to all successors and assigns to the title to the Property of the obligations herein set forth.
4. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees. The costs, salary and expenses of the City or SBCTA Attorney and members of his/her office in enforcing this Agreement on behalf of the City or SBCTA shall be considered "attorney's fees" for the purposes of this Agreement.
5. It is the intent of the Parties that the burdens and benefits herein undertaken shall constitute equitable servitudes that run with the Property and shall be binding upon future owners of all or any portion of the Property. Any Party's liability hereunder shall terminate at the time its ownership interest is terminated, except for obligations which accrue prior to the date of transfer by such owner, which shall remain the personal obligation of such owner.
6. Time is of the essence in the performance of this Agreement.

7. Any notice to a Party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, return receipt requested, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A Party may change notice address only by providing written notice thereof to the other Party.

CITY	SBCTA
Public Works Director City of San Bernardino	Director, Transit and Rail Programs  San Bernardino County Transportation Authority
201 North "E" Street San Bernardino, CA 92401	1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715

8. Each Party hereto covenants and agrees to release, indemnify, defend, and hold harmless the other Party hereto, its affiliates and their respective members, commissioners, officers, directors, employees, agents, consultants, contractors, permittees, licensees, successors and assigns, to the maximum extent permitted by law, from and against all liability, loss, claims, suits, damages (including consequential damages), costs, judgments and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that arise, directly or indirectly, from, asserted against or incurred by reason of, resulting in any manner from, or relating in any manner to: (a) the acts or omissions of the indemnifying Party, its employees, contractors or agents relating to this Agreement and the performance of the duties set forth herein; (b) any claims by third parties arising from or relating to or in connection with the breach or alleged breach of any of the provisions hereof by the indemnifying Party; (c) acts or omissions of any firm employed by the indemnifying Party to perform any portion of the duties or obligations contained herein; (d) completed operations liability or other personal injury claims which may be asserted arising from respective passenger rail services; except, in each case, to the extent caused or contributed to by the gross negligence or the intentional or willful misconduct of the indemnified Party. Each Party shall obtain and maintain during the time this Agreement is in effect adequate insurance or self-insurance to cover its liability, defense and indemnification obligations, including but not limited to Commercial General Liability, Automobile Liability, Worker's Compensation and Property Insurance, in order to protect itself and the other parties. Each Party shall list each other Party as additionally insured on their respective Commercial General Liability insurance policies.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal proceeding to enforce or interpret this Agreement or any of its provisions shall be filed in the San Bernardino County Superior Court.
10. Any amendment to this Agreement shall be valid only if in writing and approved by the Public Works Director of the City and signed by the City and the SBCTA.

-----SIGNATURES ON THE FOLLOWING PAGES-----

IN WITNESS WEHEREOF, the parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF SAN BERNARDINO**

By: \_\_\_\_\_  
Art Bishop  
Board President

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

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

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

**APPROVED AS TO FORM**

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

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

Attachment: 23-1002838 RSMF Draft Maintenance Agreement PDF (9363 : Storm Water Maintenance Agreement No. 23-1002838)

STORMWATER TREATMENT DEVICE AND CONTROL MEASURE ACCESS  
AND MAINTENANCE AGREEMENT

**EXHIBIT “A”**

Property

Attachment: 23-1002838 RSMF Draft Maintenance Agreement PDF (9363 : Storm Water Maintenance Agreement No. 23-1002838)

## EXHIBIT A - PROPERTY

“Property” includes all of Parcels 1 and 2 described in 2003-0150680 and that portion of Parcel 1 described in 1992-0514402 which lies north of the north line of 3rd Street and northeasterly of the tracks of the San Gabriel Subdivision.

**EXHIBIT "A"**  
**PROPERTY LEGAL DESCRIPTION**

**PARCEL 1: (INLAND EMPIRE MAINTENANCE FACILITY)**

THAT PORTION OF LOTS 1 AND 2, BLOCK 16, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 DISTANT ALONG SAID EAST LINE, NORTH 0°26'01" WEST, 460.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG SAID EAST LINE, NORTH 0°26'01" WEST, 298.67 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 966.40 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 72°59'34" EAST; THENCE SOUTHWESTERLY, 872.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°44'59"; THENCE SOUTH 0°26'01" EAST, 43.85 FEET TO THE NORTHWESTERLY LINE OF PARCEL 1 DESCRIBED IN DEED TO SAN BERNARDINO ASSOCIATED GOVERNMENTS RECORDED DECEMBER 15, 1992 AS INSTRUMENT NO. 92-514402, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 76°12'48" EAST, 235.00 FEET ALONG SAID NORTHWESTERLY LINE TO A POINT IN THE EAST LINE OF SAID LOT 2, SAID POINT BEING DISTANT ALONG SAID EAST LINE, NORTH 0°26'01" WEST, 155.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 478.34 FEET (12 DEGREE CURVE), A RADIAL LINE TO SAID POINT BEARS SOUTH 12°27'18" EAST; THENCE NORTHWESTERLY 484.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°01'33" TO THE POINT OF BEGINNING.

AREA OF THE ABOVE PARCEL 1 IS 2.02 ACRES MORE OR LESS.

**PARCEL 2:**

THAT PORTION OF LOTS 2 AND 3, BLOCK 16, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF LOT 1, SAID BLOCK 16 DISTANT ALONG SAID EAST LINE, NORTH 0°26'01" WEST, 460.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG SAID EAST LINE, NORTH 0°26'01" WEST, 298.67 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 966.40 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 72°59'34" EAST; THENCE SOUTHWESTERLY, 872.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°44'59" TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°26'01" EAST, 43.85 FEET TO THE NORTHWESTERLY LINE OF PARCEL 1 DESCRIBED IN DEED TO SAN BERNARDINO ASSOCIATED GOVERNMENTS RECORDED DECEMBER 15, 1992 AS INSTRUMENT



NO. 92-514402, OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 76°12'48" WEST, 101.70 FEET ALONG SAID NORTHWESTERLY LINE TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 456.22 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT NORTHEASTERLY, 8.50 FEET FROM THE CENTERLINE OF THE REDLANDS BRANCH TRACK, A RADIAL LINE TO SAID POINT BEARS NORTH 11°38'10" EAST; THENCE NORTHWESTERLY, 131.69 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 16°32'19"; THENCE CONTINUING ALONG A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY, 8.50 FEET FROM SAID TRACK AND NON-TANGENT TO SAID CURVE, SOUTH 81°19'22" WEST, 68.97 FEET; THENCE NORTH 76°37'22" EAST, 305.93 FEET TO THE TRUE POINT OF BEGINNING.

AREA OF THE ABOVE PARCEL 2 IS 0.17 ACRES MORE OR LESS.

**PARCEL 3:**

THAT PORTION OF LOTS 3 AND 4, BLOCK 16, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:


COMMENCING AT A POINT ON THE EAST LINE OF LOT 2, SAID BLOCK 16 DISTANT ALONG SAID EAST LINE, NORTH 0°26'01" WEST, 155.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 2, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 1 DESCRIBED IN DEED TO SAN BERNARDINO ASSOCIATED GOVERNMENTS RECORDED DECEMBER 15, 1992 AS INSTRUMENT NO. 92-514402, OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 76°12'48" WEST, 438.14 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING, LAST SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 422.72 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT SOUTHERLY, 25.00 FEET FROM THE CENTERLINE OF THE REDLANDS BRANCH TRACK, A RADIAL LINE TO SAID POINT BEARS NORTH 00°52'53" WEST; THENCE WESTERLY, 28.59 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 03°52'28"; THENCE CONTINUING PARALLEL WITH AND DISTANT SOUTHWESTERLY, 25.00 FEET FROM SAID TRACK THE FOLLOWING FOUR COURSES: NON-TANGENT TO SAID CURVE, SOUTH 81°19'22" WEST, 66.97 FEET, SOUTH 77°22'37" WEST, 58.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1791.98 FEET, SOUTHWESTERLY, 144.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE 04°37'01", A RADIAL LINE TO SAID POINT BEARS SOUTH 12°44'59" EAST, NON-TANGENT TO SAID CURVE, SOUTH 83°08'16" WEST, 43.17 FEET TO THE NORTHERLY LINE OF 3<sup>RD</sup> STREET; THENCE ALONG SAID NORTHERLY LINE, NORTH 89°37'45" EAST, 112.97 FEET TO SAID NORTHWESTERLY LINE OF SAID PARCEL 1; THENCE NORTH 76°12'48" EAST, 229.92 FEET TO THE TRUE POINT OF BEGINNING.

AREA OF THE ABOVE PARCEL 3 IS 0.07 ACRES MORE OR LESS.

**BNSF PROPERTY DESCRIPTION**

ALL THAT PORTION OF LOTS 1, 2, 3 AND 4, BLOCK 16, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, SITUATED TO THE NORTH OF THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" HEREOF.

This is to certify that the interest in real property conveyed by The within instrument to the San Bernardino Associated Governments, is hereby accepted and that the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: 2/4/03 By:   
Norman R. King  
Executive Director

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino } ss.On Feb. 4, 2003, before me, Pamela E. Cinque, Notary Public

Date

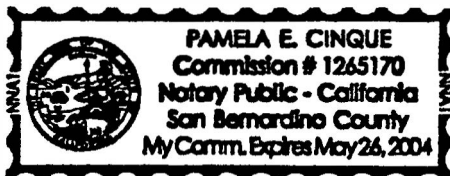
Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Norman R. King

Name(s) of Signer(s)

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Pamela E. Cinque  
 Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: BNSF Property Exchange

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer

Signer's Name: Norman R. King

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: SANBAG

RIGHT THUMBPRINT  
 OF SIGNER  
 Top of thumb here

**LEGAL DESCRIPTION**

**PARCEL 1:**

THAT PORTION OF LOTS 2 AND 3, BLOCK 16, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE(S) 2, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 2 WHICH IS 155 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 16, RANCHO SAN BERNARDINO;  
THENCE SOUTH, ALONG THE EAST LINE OF LOT 2, TO THE NORTH LINE OF 3RD STREET;  
THENCE WEST, ALONG THE NORTH LINE OF SAID 3RD STREET, A DISTANCE OF 650 FEET, TO A POINT OF INTERSECTION OF THE NORTH LINE OF 3RD STREET WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF KENDALL AVENUE;  
THENCE NORTHEASTERLY 670 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL 2:**

THAT PORTION OF LOTS 10, 11, 12, 13 AND 14, BLOCK 15, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE(S) 2, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF MT. VERNON AVENUE, 82.50 FEET WIDE, WHICH IS 25 FEET SOUTH OF THE CENTERLINE OF THE SOUTH MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S PASADENA MAIN LINE;  
THENCE SOUTH, ALONG THE EAST LINE OF MT. VERNON AVENUE, A DISTANCE OF 80 FEET TO A POINT IN A LINE WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE SANTA FE SIDE TRACK NO. 40;  
THENCE EASTERLY, ALONG SAID LINE WHICH IS PARALLEL TO AND 10 SOUTH OF THE SANTA FE SIDE TRACT NO. 40, A DISTANCE OF 650 FEET;  
THENCE SOUTH 165 FEET TO THE NORTH LINE OF 3RD STREET;  
THENCE EASTERLY, ALONG THE NORTH LINE OF 3RD STREET, 15 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED AS PARCEL 1 IN THAT CERTAIN QUITCLAIM DEED TO THE CITY OF SAN BERNARDINO, RECORDED APRIL 30, 1959 IN BOOK 4805 PAGE 81 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE ALONG SAID PARCEL 1, NORTHERLY, AT RIGHT ANGLES, A DISTANCE OF 5.00 FEET;  
THENCE EASTERLY, AT RIGHT ANGLES, A DISTANCE OF 260.00 FEET;

THENCE EASTERLY, ALONG THE NORTHERLY LINE OF 3RD STREET, A DISTANCE OF 22 FEET, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED AS PARCEL 2 IN THE CERTAIN QUITCLAIM DEED TO THE CITY OF SAN BERNARDINO, RECORDED APRIL 30, 1959 IN BOOK 4805 PAGE 81 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTHERLY, AT RIGHT ANGLES, A DISTANCE OF 5.00 FEET; THENCE EASTERLY, AT RIGHT ANGLES, A DISTANCE OF 412.00 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES, A DISTANCE OF 5.00 FEET, TO A POINT IN THE NORTHERLY LINE OF SAID 3RD STREET; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF 3RD STREET, A DISTANCE OF 111 FEET, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED AS PARCEL 3 IN THAT CERTAIN QUITCLAIM DEED TO THE CITY OF SAN BERNARDINO, RECORDED APRIL 30, 1959 IN BOOK 4805 PAGE 81 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE EASTERLY, ALONG THE EASTERLY PROLONGATION OF SAID 3RD STREET, A DISTANCE OF 90.37 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE, TANGENT TO THE LAST MENTIONED COURSE, THROUGH A CENTRAL ANGLE OF 41 DEGREES 00'00" AN ARC DISTANCE OF 143.12 FEET; THENCE NORTHEASTERLY, ON A TANGENT TO SAID CURVE, A DISTANCE OF 154.94 FEET TO A POINT IN THE EASTERLY LINE OF 'K' STREET (45 FEET WIDE), AS SAID 'K' STREET IS DESCRIBED IN THAT CERTAIN DEED TO THE CITY OF SAN BERNARDINO, RECORDED IN BOOK 422 PAGE 238, OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, SAID TANGENT MAKING A SOUTHWESTERLY ANGLE OF 44 DEGREES 51'30" WITH THE EASTERLY LINE OF SAID 'K' STREET, SAID POINT BEING DISTANT, SOUTHERLY 8.54 FEET ALONG SAID EASTERLY LINE FROM THE SOUTHERLY LINE OF 3RD STREET AS SHOWN ON THE MAP OF SAID RANCHO SAN BERNARDINO; THENCE SOUTHWESTERLY, ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 216.25 FEET, THROUGH A CENTRAL ANGLE OF 5 DEGREES 17'31" AN ARC DISTANCE OF 19.97 FEET TO THE INTERSECTION OF A LINE BEING 25 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF THE SOUTH MAIN TRACK OF SAID RAILWAY'S PASADENA MAIN LINE; THENCE WESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 1809.85 FEET, TO THE EAST LINE OF MT. VERNON AVENUE AND THE POINT OF BEGINNING.



This is to certify that the interests in the real property conveyed by the Grant Deed dated December 10, 1992, from The Atchison, Topeka and Santa Fe Railway Company, a Delaware corporation, to SAN BERNARDINO ASSOCIATED GOVERNMENTS ("SANBAG"), a county transportation commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code, is hereby accepted by the undersigned officer of SANBAG on behalf of SANBAG pursuant to authority conferred by resolution of the Board of Commissioners of SANBAG adopted on November 4, 1992, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: December 11, 1992

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS

By: 

Name: Wesley C. McDaniel

Title: Executive Director

39768

Attachment: 23-1002838 RSMF Draft Maintenance Agreement PDF (9363 : Storm Water Maintenance Agreement No. 23-1002838)



On December 11, 1992, before me Marlene A. Seaholm, a Notary Public in and for said County and State, personally appeared Wesley C. McDaniel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marlene A. Seaholm  
signature

(Seal)



STORMWATER TREATMENT DEVICE AND CONTROL MEASURE ACCESS  
AND MAINTENANCE AGREEMENT

**EXHIBIT “B”**

City Approved Plans for Water Quality Treatment

Attachment: 23-1002838 RSMF Draft Maintenance Agreement PDF (9363 : Storm Water Maintenance Agreement No. 23-1002838)





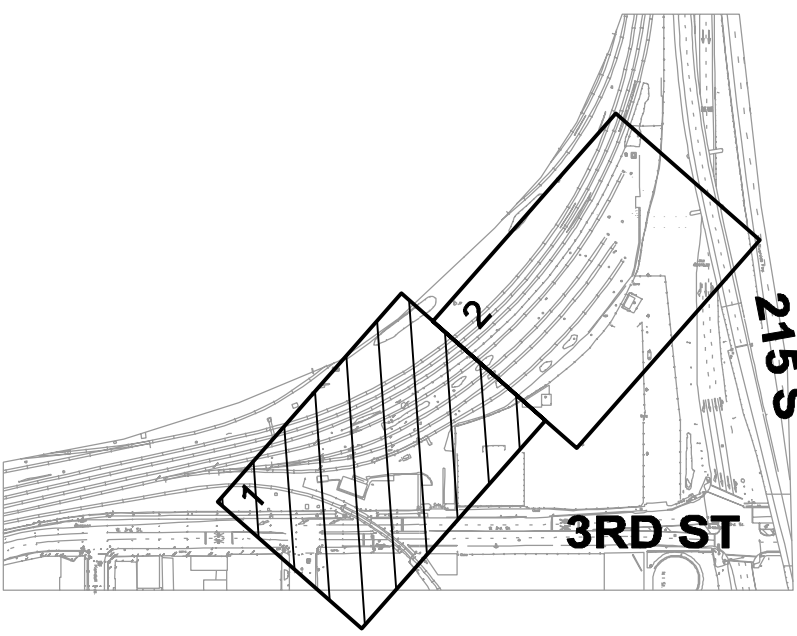
STORM DRAIN ITEMS

- 1 JOIN EXISTING STORM DRAIN
- 2 CONSTRUCT 18" H.D.P.E STORM DRAIN
- 3 CONSTRUCT STORM DRAIN MANHOLE PER CITY STD PLAN 415
- 4 CONSTRUCT TRAFFIC RATED CATCH BASIN (24" X 24") PER CALTRANS STD PLAN D73, TYPE G2, T=8"
- 5 RAISE EXISTING GRATE TO GRADE
- 6 CONSTRUCT 36" RCP STORM DRAIN
- 7 JOIN EXISTING MANHOLE
- 8 CONSTRUCT JUNCTION STRUCTURE PER CITY OF SAN BERNARDINO STD PLAN 413
- 9 CONSTRUCT CONCRETE CAP ON EXISTING JUNCTION STRUCTURE PER DETAIL
- 10 CONSTRUCT CONTECH CDS STORMWATER TREATMENT UNIT OR APPROVED EQUAL
- 11 CONSTRUCT SAMPLE PORT
- 12 ABANDON IN PLACE
- 13 REMOVE AND REPLACE
- 14 CONSTRUCT CONCRETE COLLAR PER SAN BERNARDINO STD PLAN 412
- 15 INSTALL MANUAL SHUT-OFF VALVE

NOTE:

- 1. CONTRACTOR MUST TEST THE STORM DRAIN SYSTEM WITH WATER AND DYE TO VERIFY FUNCTIONALITY OF EXISTING SYSTEM.
- 2. CONTRACTOR MUST MAINTAIN EXISTING 33" SD SYSTEM DURING CONSTRUCTION OF NEW 36" SD LINE.
- 3. ADD 1.00' TO ALL ELEVATIONS SHOWN ON THIS PLAN.
- 4. ALL INLETS TO BE PROVIDED WITH FILTRATION INSERTS METALZORB OR APPROVED EQUAL.
- 5. OIL DRIP PANS AND WASH RACK TRENCH DRAIN TO BE FITTED WITH SYNTHETIC WATTLES FILTREXX ENVIROSOXX OR APPROVED EQUAL.

KEY MAP



**DIGALERT**  
811  
CALL 2 Full Working Days In Advance

0	3-1-2019	JSR	AWF	77308	6-30-2019	JAKE S. ROBERTS	ISSUED FOR CONSTRUCTION
1	11-15-2019	BWB	G.JH	47368	12-31-21	GEORGE J. HARVILLA	RFI #027
2	11-22-2019	BWB	G.JH	47368	12-31-21	GEORGE J. HARVILLA	RFI #033
3	4-27-2020	JCS	G.JH	47368	12-31-21	GEORGE J. HARVILLA	RFI #045
4	4-27-2020	JCS	G.JH	47368	12-31-21	GEORGE J. HARVILLA	SD REDESIGN
REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION

DESIGNED BY  
**BWB, JSR**  
DRAWN BY  
**ME, BWB**  
CHECKED BY  
**JSR, CST**  
IN CHARGE  
**AWF**  
DATE  
**3-1-19**



**WSP**  
WSP USA Inc.  
862 E. HOSPITALITY LANE  
SUITE 350  
SAN BERNARDINO, CA 92408  
TEL: +1.909.888.1106  
FAX: +1.909.889.1884  
JAKE S. ROBERTS R.C.E. No. 77308

**RAILPROS**  
PROGRAM MANAGEMENT TEAM  
**sb cta** san bernardino county transportation authority  
15265 Alton Pkwy  
Irvine, CA 92618  
TEL: 714.734.8765

**SBCTA RPRP  
MAINTENANCE FACILITY**  
**STORM DRAIN PLAN**

CONTRACT NO <b>19-1002070</b>	REV <b>1</b>
DRAWING NO <b>U111</b>	
SCALE <b>1"=20'</b>	
SHEET NO <b>24</b>	OF 248





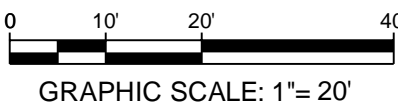
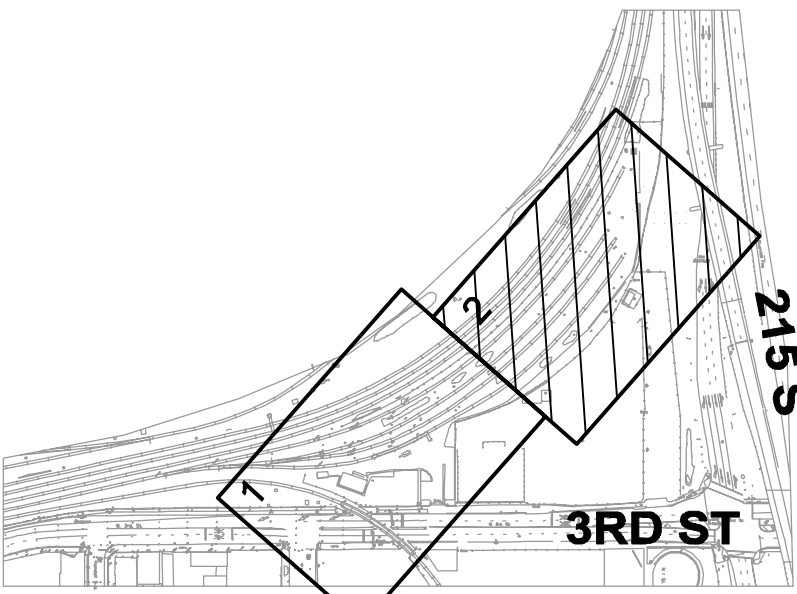
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- ⑮ INSTALL MANUAL SHUT-OFF VALVE


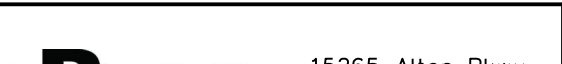
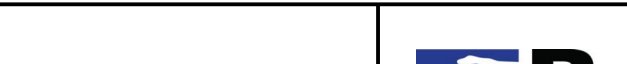

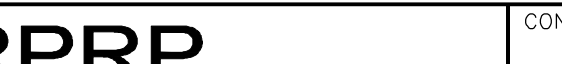
○ INDICATES ITEM NOT USED THIS SHEET

**NOTE:**

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# KEY MAP

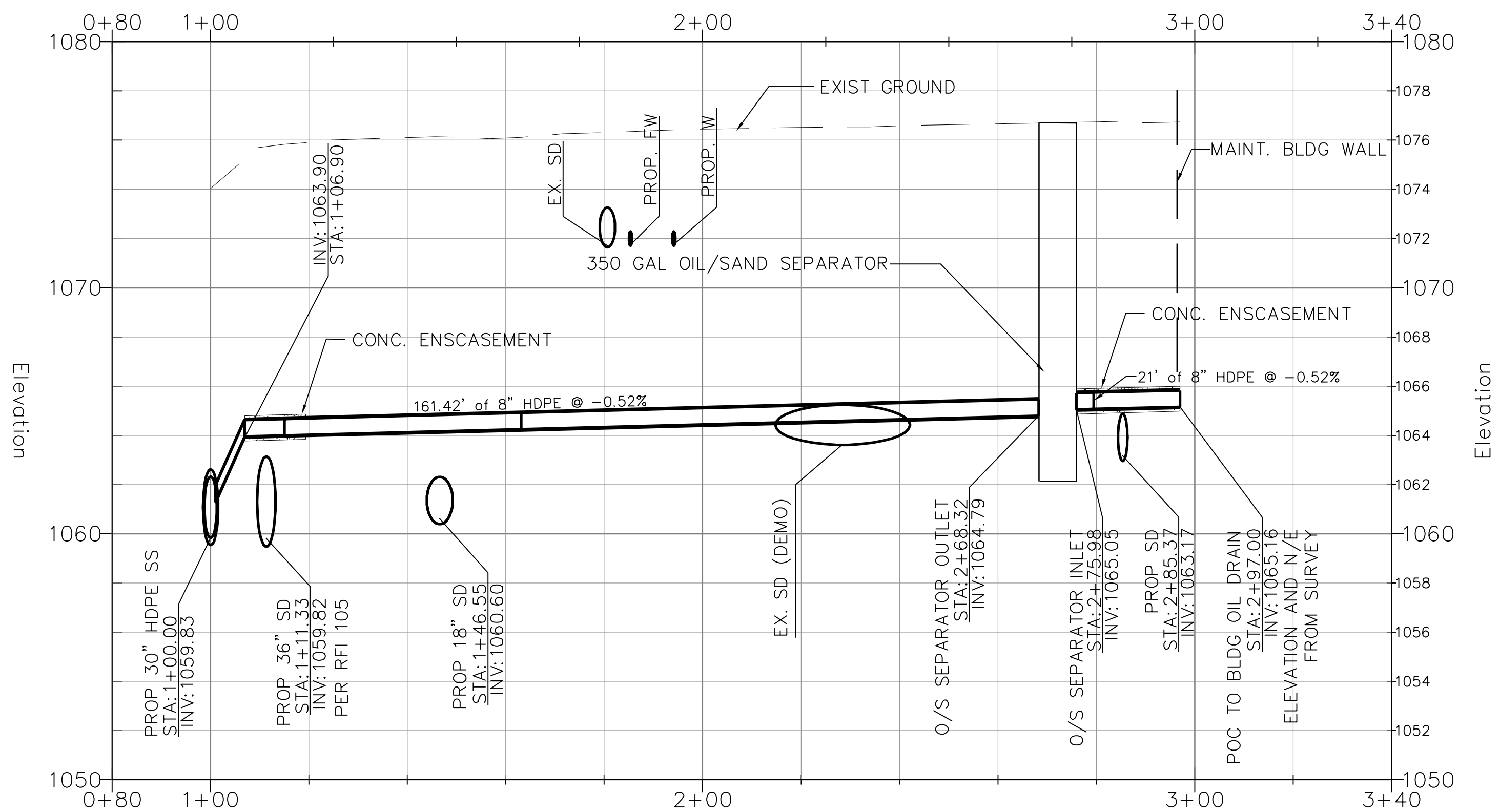


<div><p><b>DIGALERT</b> 811 CALL 2 Full Working Days In Advance</p></div>	0	3-1-2019	JSR	AWF	77308	6-30-2019	JAKE S. ROBERTS	ISSUED FOR CONSTRUCTION	DESIGNED BY <b>BWB, JSR</b>	<div><p>WSP USA Inc. 862 E. HOSPITALITY LANE SUITE 350 SAN BERNARDINO, CA 92408 TEL: +1.909.888.1106 FAX: +1.909.889.1884</p></div>	<div><p>15265 Alton Pkwy Irvine, CA 92618 TEL: 714.734.8765</p></div>	<div><p><b>SBCTA RPRP MAINTENANCE FACILITY</b></p><p><b>STORM DRAIN PLAN</b></p></div>	CONTRACT NO <b>19-1002070</b>	
	1	4-27-2020	JCS	GJH	47368	12-31-21	GEORGE J. HARVILLA	SD REDESIGN	DRAWN BY <b>ME, BWB</b>				DRAWING NO <b>U112</b>	REV <b>2</b>
									CHECKED BY <b>JSR, CST</b>				SCALE <b>1"=20'</b>	
									IN CHARGE <b>AWF</b>				SHEET NO <b>25 OF 248</b>	
									DATE <b>3-1-19</b>					
	REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION						

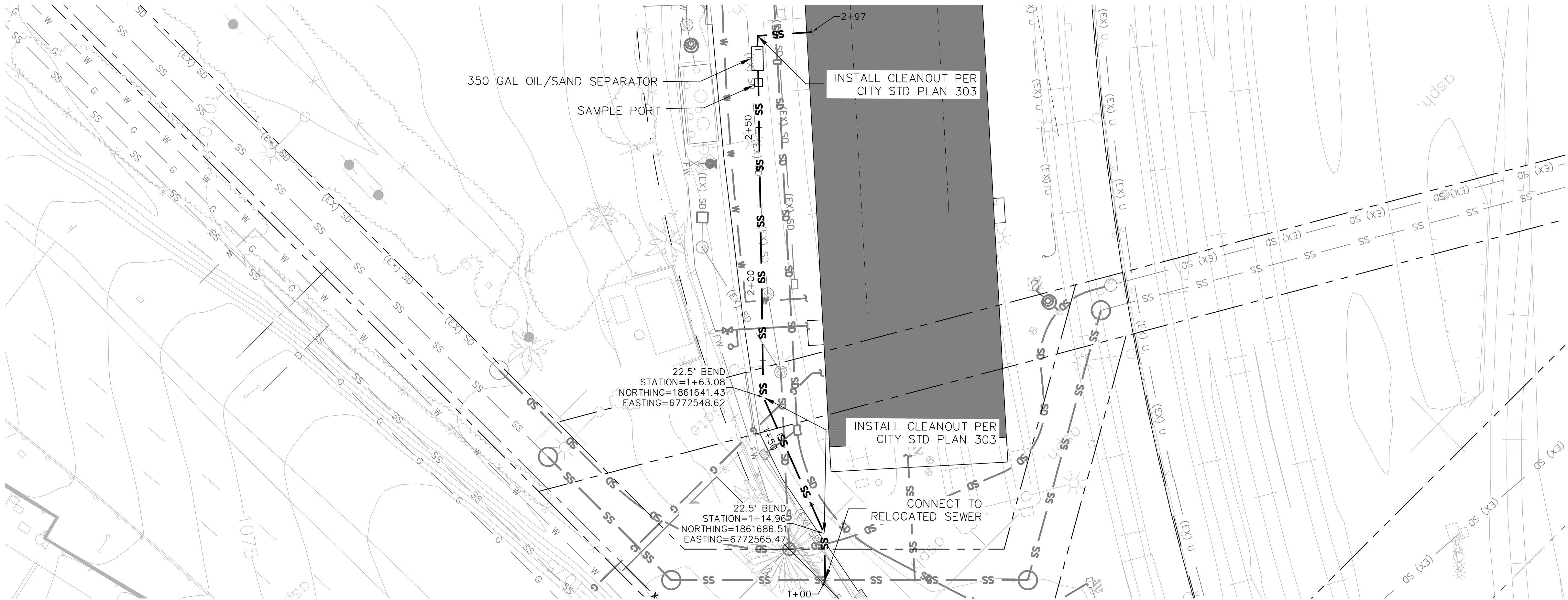
FILE NAME: T:\12771C59-MaintenanceFacility\CADD\sheets\CIVIL\SB059-U-112-SD.dwg LAYOUT NAME: STORM PLOTTED: Wednesday, May 06, 2020 - 3:47pm



EXHIBIT B -CITY APPROVED STROM DRAIN PLANS



NOTE: CONTRACTOR TO IDENTIFY ALL BURIED UTILITIES PRIOR TO TRENCHING



811

CALL 2 Full Working Days In Advance

0	3-1-2019	JSR	AWF	77308	6-30-2019	JAKE S. ROBERTS	ISSUED FOR CONSTRUCTION
REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION

DESIGNED BY JCS
DRAWN BY JCS
CHECKED BY GJH
IN CHARGE GJH
DATE 5-7-20



WSP

WSP USA Inc.

862 E. HOSPITALITY LANE

SUITE 350

SAN BERNARDINO, CA 92408

TEL: +1.909.888.1106

FAX: +1.909.889.1884

RailPros

PROGRAM MANAGEMENT TEAM

sb

cta

san bernardino county transportation authority

SBCTA RPRP

MAINTENANCE FACILITY

8" SEWER LATERAL FROM MAINTENANCE

FACILITY OIL DRAIN TO RELOCATED SEWER

CONTRACT NO <b>19-1002070</b>	
DRAWING NO <b>U104</b>	REV <b>0</b>
SCALE <b>1"=20'</b>	
SHEET NO <b>XX OF 249</b>	

## ***Minute Action***

AGENDA ITEM: 25

***Date:*** *March 1, 2023*

***Subject:***

San Bernardino County Quarterly Multimodal Update Fiscal Year 2022/23 First Quarter.

***Recommendation:***

Receive and file the First Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2022/2023.

***Background:***

Multimodal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs the San Bernardino County Transportation Authority (SBCTA) is currently constructing and managing, as well as its involvement with the transit operators and the Southern California Regional Rail Authority (SCRRA). Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keeping the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff, in consultation with the transit operators, SCRRA and AMMA Transit Planning, created the San Bernardino County Multimodal Transportation Quarterly Report (Report).

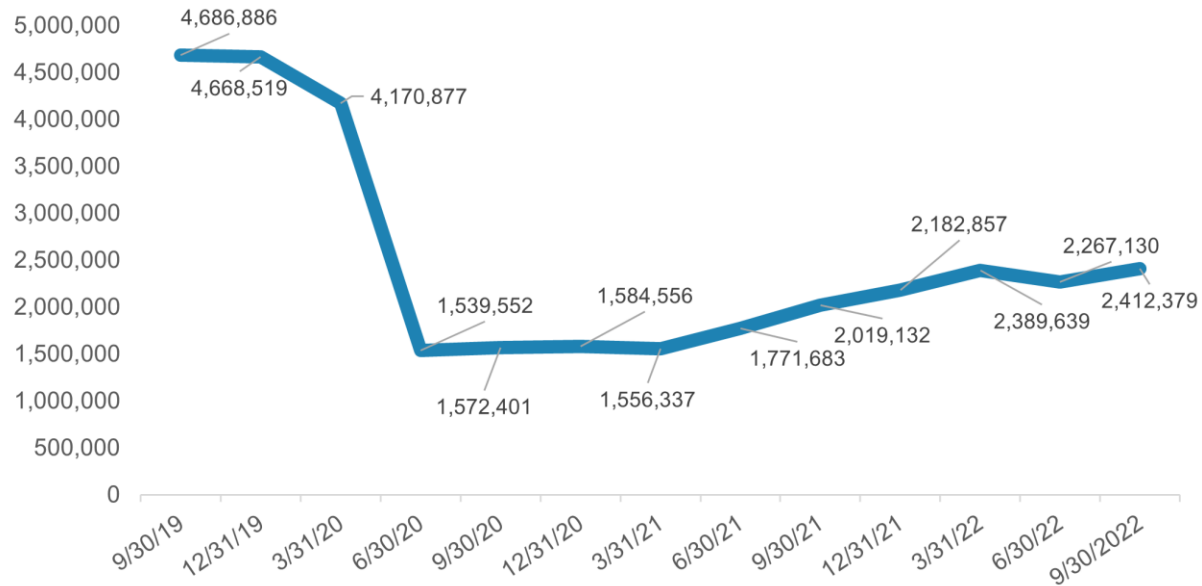
The primary source of data used in the report is from TransTrack. TransTrack is a county-wide transit performance software that the San Bernardino County (County) transit operators, except SCRRA, use to provide operations and financial data on a monthly basis. This allows SBCTA to pull data reports independently from the transit operators. The other data sources for this report came from SBCTA's rideshare program database, transit operators' staff, and their respective Board of Directors agenda reports. This allows for collaboration between SBCTA staff and the operators' staff to ensure that an accurate picture is being presented. SCRRA data is collected directly from SCRRA staff and reviewed as part of the SCRRA Member Agency Advisory Committee (MAAC) activities. SBCTA is working with SCRRA on adding access to Arrow Service data through TransTrack for consistency. Arrow data is anticipated to be included in the second quarter of Fiscal Year (FY) 2022/2023.

Overall, the County's public transit operators provided 2.4 million trips in the first quarter of FY 2022/2023, which was an increase from the previous quarter (Exhibit 2).

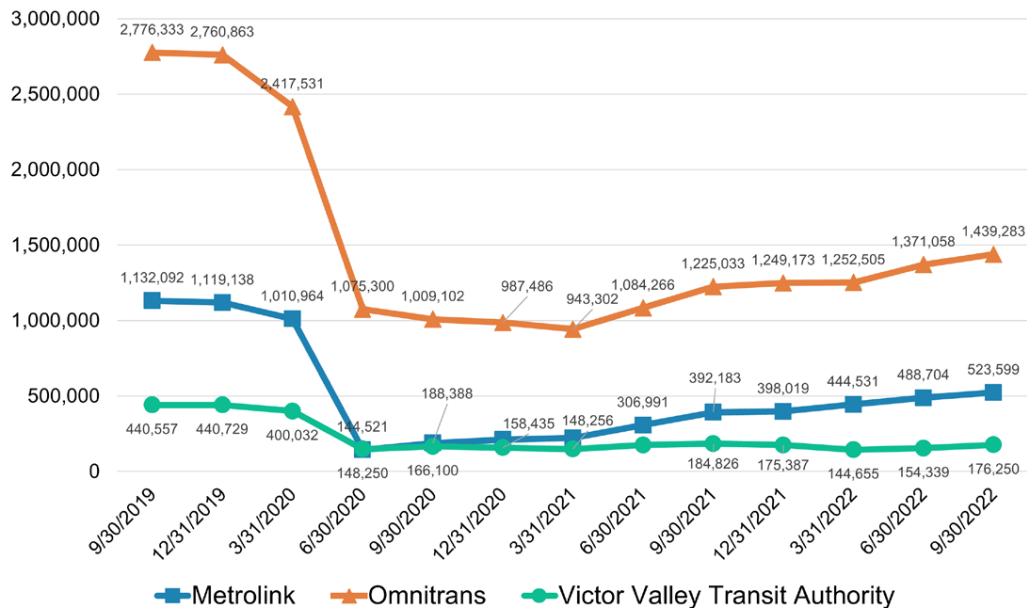
## Board of Directors Agenda Item

March 1, 2023

Page 2

**Exhibit 2 (From Report), Quarterly Systemwide Ridership**

The larger operators saw the largest increases in ridership, with Metrolink, Omnitrans, and Victor Valley Transit Authority (VVTa) collectively adding 125,000 more trips over the last quarter of FY 2021/2022. VVTa saw an increase of 14%, while Metrolink ridership increased by approximately 7% over the prior quarter to 524,000 passengers on the San Bernardino lines, and Omnitrans increased an approximate 5% ridership. (Exhibit 3).

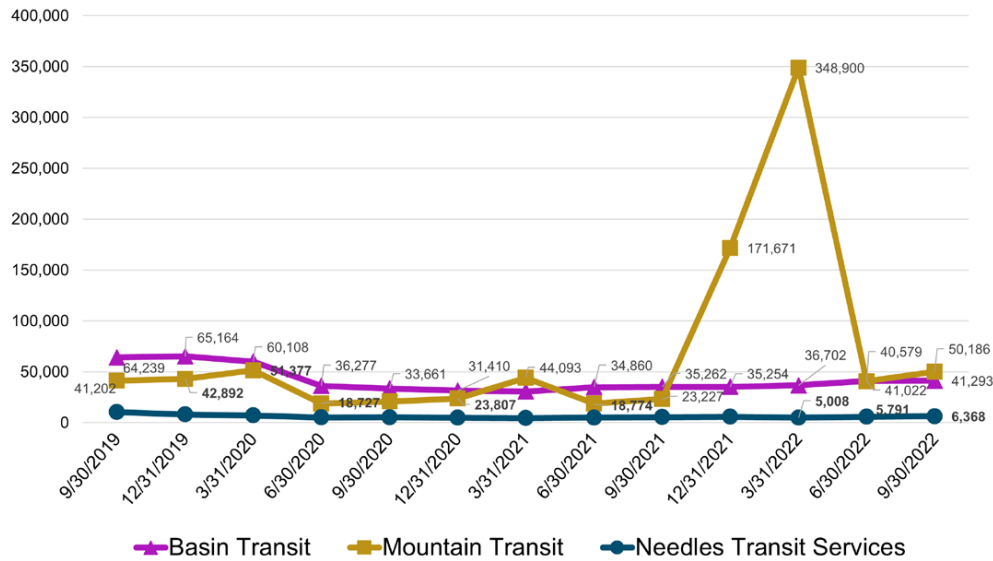
**Exhibit 3 (From Report), Larger Operators Quarterly Ridership**

Among these small operators, there was an increase of 10,400 more trips than in the previous quarter. Basin Transit (formally Morongo Basin Transit Authority) held steady with an almost 1% increase. Mountain Transit had a 24% increase, and Needles Transit had a strong 10% increase in ridership (Exhibit 4).

San Bernardino County Transportation Authority

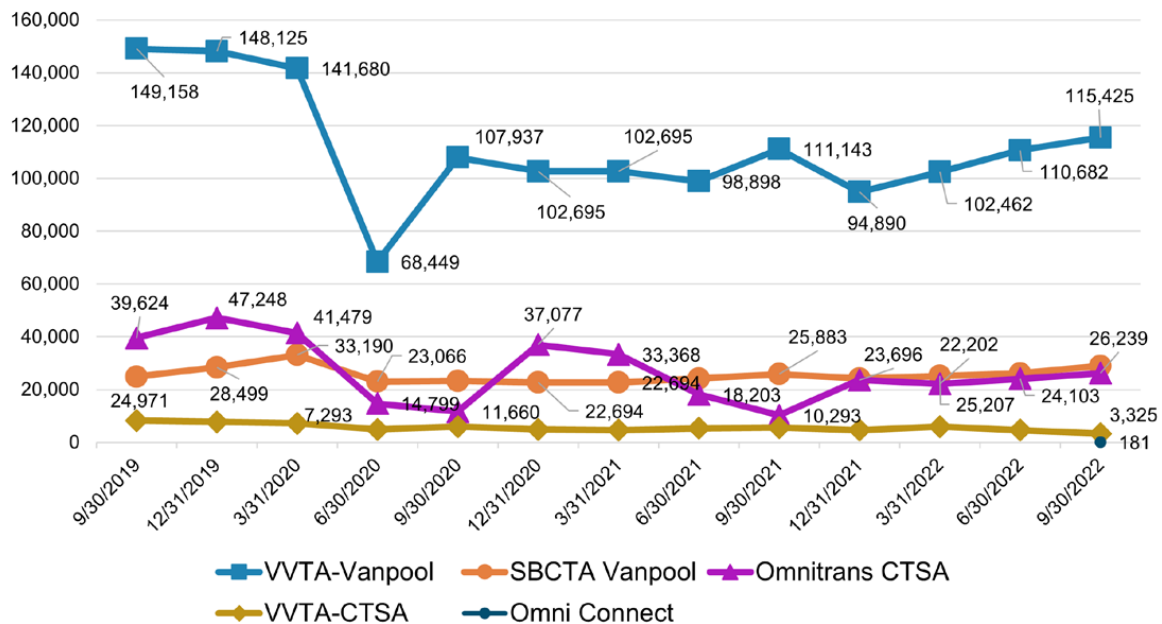


**Exhibit 4 (From Report), Small Operators Quarterly Ridership**



Among the smaller transportation programs, both vanpools saw solid increases in commute passenger trips. VVTA's Vanpool increased trips by 4%, while SBCTA's SB Loop increased trips by 11%. The Consolidated Transportation Services Agency (CTSA) programs, providing specialized transportation to older adults and persons with disabilities, also saw ridership increases: 8% growth by Omnitrans programs as these returned to steadier trip-making by their clientele, while the VVTA CTSA program increased by almost 1% in trip-making over the prior quarter. Omnitrans' ONT Connect ridership is reported for the first time this quarter at 181 passenger trips.

**Exhibit 5 (From Report), Small Programs Quarterly Ridership**





## Current Initiatives

### Omnitrans Route 300 – SB Connect

Omnitrans' new Route 300, SB Connect, serves Arrow and Metrolink rail service at San Bernardino Transit Center and downtown San Bernardino (Exhibit 8). This shuttle operates on weekdays, with timed links to Arrow Service trips from 6 a.m. – 7 p.m. SB Connect service began in October 2022 in conjunction with the new Metrolink/Arrow Service. Fare information includes:

- A transfer from Metrolink/Arrow to SB Connect is free.
- A transfer from a bus to SB Connect is regularly a \$2 fare.

SB Connect is the second service of Omnitrans' new OmniConnect program. It joins ONT Connect, which launched in August to connect passengers directly from the Rancho Cucamonga Metrolink Station and Ontario International Airport.

### VVTA New Microtransit Service – Micro-Link

On October 3, 2022, VVTA launched the Micro-Link pilot program, an on-demand, shared-ride microtransit service (Exhibit 9). This service responds to a long-standing need of potential riders to get to a bus stop when they live miles away from the nearest stop.

Micro-Link operates out of three-zone areas in south Victorville, north Victorville, and Hesperia. Service is on-demand Monday – Friday from 6 a.m. – 8 p.m. Pick-up and drop-off locations for this curb-to-curb service must be within the zone areas. For riders needing to travel outside the specific zoned area, Micro-Link will take them to the nearest bus stop to continue their journey.

The fare is \$4.00 per one-way ride. The one-way Micro-Link fare also includes a day pass on VVTA local fixed-route bus routes. In addition, there is a \$2.00 discount fare for seniors (60+), disabled and Medicare riders. This discount also applies to veterans, active military service members, and students.

**Exhibit 9 (From Report) – Micro-Link Vehicle**



### Transit Equity Day with Free Fare Rides

On February 4, 2023, all riders ride for free on every bus and every train in San Bernardino County. For the second year, SBCTA sponsored the county-wide recognition of Transit Equity Day by providing free bus and train fares for everyone boarding San Bernardino County transit providers (Exhibit 11). Transit Equity Day offers a day off from paying fares for regular transit users and gives the transit curious a no-charge chance to explore transportation options.

All five of San Bernardino County's local bus systems and Metrolink participated in the free ride offer. Additionally, riders boarding Metrolink within San Bernardino County were provided a free ride whether they traveled within the County or further.

#### Exhibit 11 (From Report) – Transit Equity Day Countywide Promotion



#### **Financial Impact:**

This item has no financial impact on the Fiscal Year 2022/2023 Budget.

#### **Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023.

San Bernardino County Transportation Authority

Board of Directors Agenda Item  
March 1, 2023  
Page 6

***Responsible Staff:***

Rebekah Soto, Multimodal Mobility Programs Administrator

---

Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

---

San Bernardino County Transportation Authority

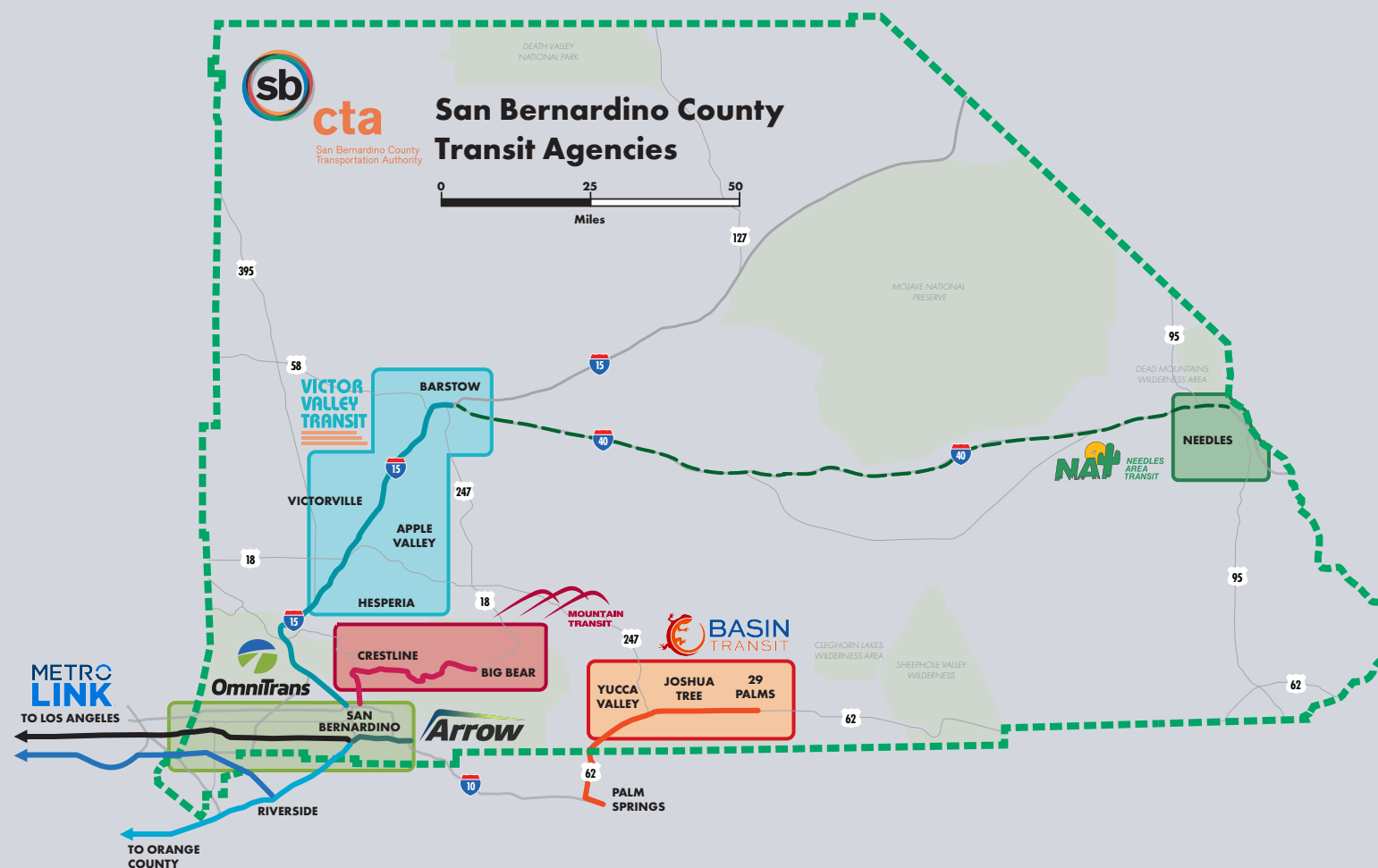


cta

San Bernardino County  
Transportation Authority

# San Bernardino County Multimodal Transportation Quarterly Update

25.a



*First Quarter Fiscal Year 2022/2023  
Volume 4, Number 1*

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# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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## Introduction

All of San Bernardino County's public transit programs are showing steady, continuing recovery of ridership from low points in the Summer of 2020, near the outset of the COVID-19 Pandemic. This iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 4, Number 1), First Quarter (July, August, September) of Fiscal Year 2022/2023 (FY 22/23) contrasts performance with the fourth quarter (April, May, June) of FY 21/22. Three years of public transportation performance provide additional context. Current initiatives by the operators to grow ridership and enhance community-level and regional transit services are also reported.

This report has two primary purposes in informing San Bernardino County policy makers, members of the general public and interested stakeholders:

1. To provide high-level information about specific transportation services and programs available.
2. To report on current initiatives and to track trends in key performance indicators.

### *The County's Public Transportation Modes and Programs*

San Bernardino County, during this quarter, is served by six public transit operators, providing rail, fixed-route bus services, microtransit and Americans with Disabilities Act (ADA) complementary paratransit services. The new Arrow,

#### **Exhibit 1, San Bernardino County Public Transit Bus Operators**



San Bernardino-Redlands train service commenced in October 2022. Its performance will be reported upon in future QUARTERLY REPORTS. The five bus operators are depicted in Exhibit 1.

- **Metrolink** – Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura.
- **Omnitrans** – Providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles counties.
- **Victor Valley Transit Authority (VVTA)** – Providing services in the Greater Victor Valley and the Barstow area, connecting to the San Bernardino Valley.
- **Basin Transit (Previously Morongo Basin Transit Authority)** – Providing services in Twentynine Palms, Yucca Valley, Joshua Tree and the Morongo Valley communities, connecting to the Coachella Valley.
- **Mountain Transit** – Providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.
- **Needles Transit Services** – Providing services within the City of Needles and limited connections into Arizona.

Three additional modes of transportation support San Bernardino County residents:

- **Consolidated Transportation Service Agencies (CTSAs) programs** – Specialized transportation operated and administered by Omnitrans and VVTA.
- **Vanpool programs** – Programs are operated by San Bernardino County Transportation Authority (SBCTA) and VVTA.
- **IE Commuter** – A Rideshare program of SBCTA and Riverside County Transportation Commission (RCTC).



# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

## Commentary

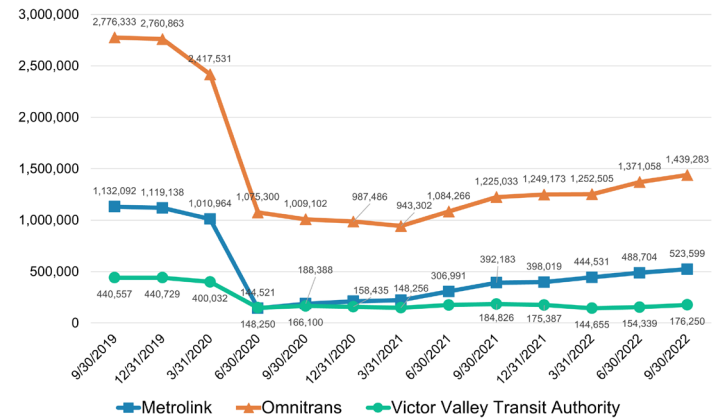
### *Steady, Continuing Growth in Ridership Across All Modes*

Systemwide ridership of 2.4 million passenger trips provided in the first quarter of FY 22/23 is almost 900,000 trips above the summer of 2020's low point of 1.5 million trips. This 57% systemwide increase, over June 2020 ridership, is reflected by varying percentages in each of San Bernardino County public transit operators (Exhibit 2). The County's operators have been working hard to bring back previous riders and to attract new ones. This and subsequent QUARTERLY REPORTS will describe the range of initiatives operators are introducing to grow ridership, despite continuing challenges in hiring sufficient drivers.

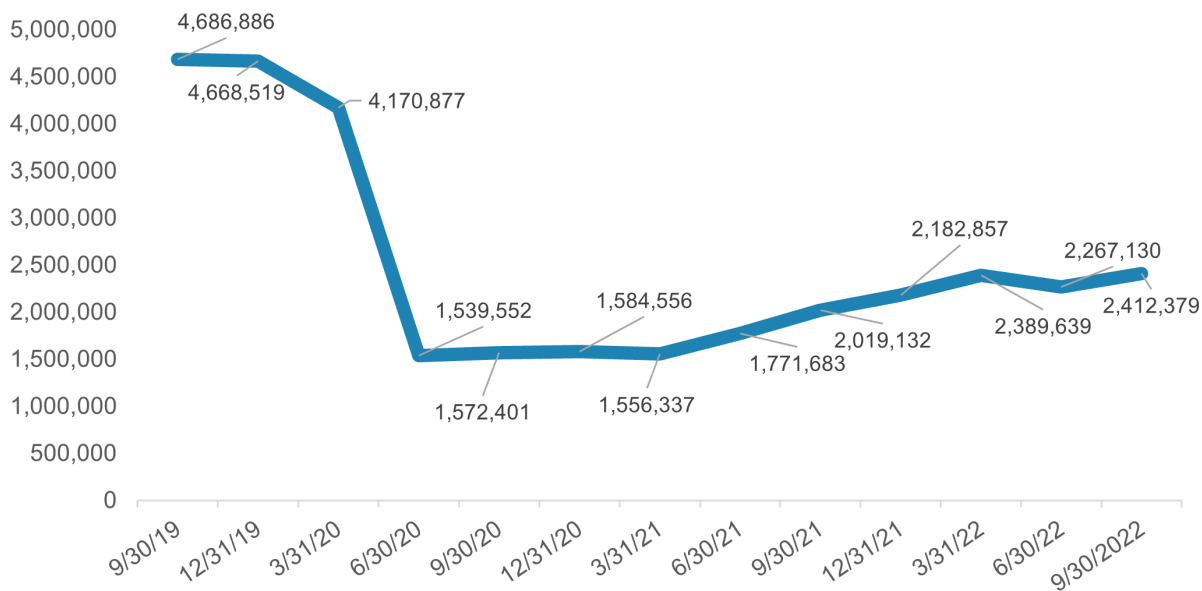
The larger operators, of course, saw the largest increases in ridership with Metrolink, Omnitrans and VVTA together adding 125,000 more trips over the final quarter of FY 21/22 (Exhibit 3). Metrolink ridership increased by almost 7% over the prior quarter, to 524,000 passengers on its San Bernardino lines. Omnitrans realized an almost 5% ridership increase.

VVTA saw an impressive 14% ridership increase over the prior quarter, reversing its recent downward trend. Together, these operators are providing trip levels that are 56% above summer of 2020 low points.

**Exhibit 3, Larger Operators' Quarterly Ridership**



**Exhibit 2, Countywide Quarterly Ridership Total, All Transit Modes**

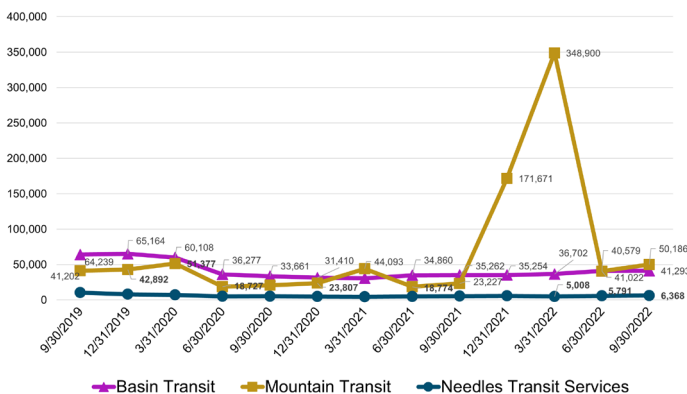


# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

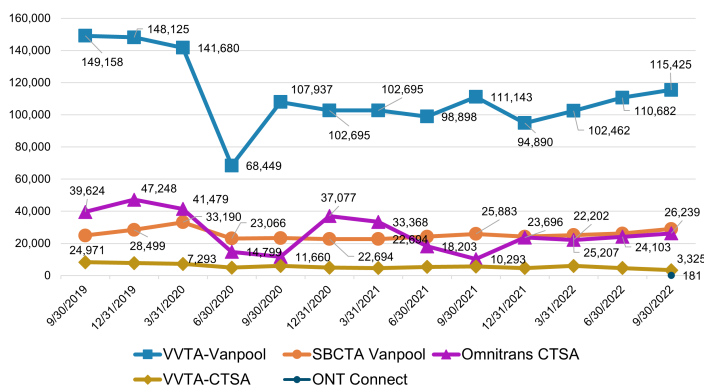
San Bernardino County's three smaller operators increased ridership this quarter by more than 10,400 new passenger trips (Exhibit 4). The newly named Basin Transit (formerly Morongo Basin Transit Authority) held steady with an almost 1% ridership increase over the prior quarter. Mountain Transit added 10,000 more trips, an impressive 24% over the prior quarter, following a precipitous drop from its winter ski season ridership highs. Needles Transit saw a strong 10% increase in ridership.

Among the smaller transportation programs, both vanpools saw solid increases in commute passenger trips. VVTA's Vanpool increased trips by 4% while SBCTA's SB Loop grew trips by 11%. The CTSA programs, providing specialized transportation to older adults and persons with disabilities, also saw ridership increases: 8% growth by Omnitrans programs as these returned to steadier trip-making by their clientele,

**Exhibit 4, Smaller Operators' Quarterly Ridership**



**Exhibit 5, Smaller Programs' Quarterly Ridership**



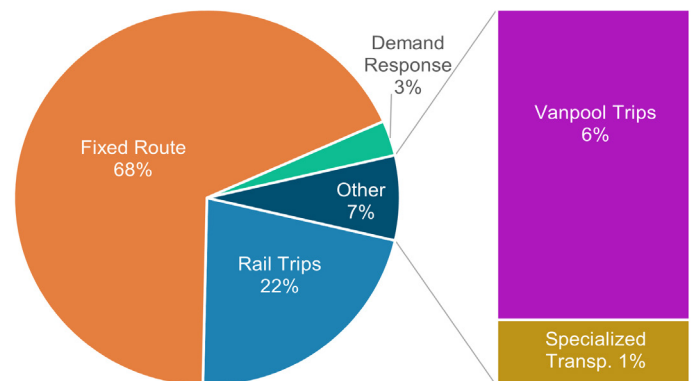
while the VVTA CTSA program increased by almost 1% in trip-making over the prior quarter. ONT Connect ridership is reported for the first time this quarter, a modest 181 passenger trips served on this new ONT Connect between Ontario Airport and Metrolink's Rancho Cucamonga station.

## Strong Ridership Trends Start the New Year Fiscal Year

With 2.4 million trips provided this quarter across all modes, San Bernardino County's public transportation programs are making a strong start towards exceeding last year's 8.8 million annual passenger trips (Exhibit 6).

The fixed route proportion of trips this quarter, at 68%, is slightly lower than last quarter as rail trips grew from 20% to 22% of all trips provided. Smaller services maintained their shares with demand response services, including microtransit, continuing at 3%; vanpool trips continuing at 6%; the CTSA specialized transportation services at 1% of all trips provided.

**Exhibit 6, Trips by Mode, First Quarter FY 22/23 – 2.4 Million Trips**



# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

## Current Initiatives

San Bernardino County operators are increasing mobility for riders through increased options and enhanced fare programs. This section reports on new services for Metrolink, Omnitrans and VVTA and a countywide fare initiative sponsored by SBCTA.

### *Metrolink Launches Arrow Service to Redlands*

The highly anticipated Metrolink Arrow service began operating between San Bernardino and Redlands on Monday, October 24, 2022. Arrow service extends Metrolink's San Bernardino Line by nine miles and includes four new stations. Arrow trains run between a new station at the University of Redlands and Metrolink's existing San Bernardino-Downtown Station, with daily connections to and from Metrolink's San Bernardino and Inland Empire-Orange County lines.

Arrow trains are brand new, with a sleek, colorful and modern design. Called Diesel Multiple Units, or DMUs, they are powered by smaller, lower-emission diesel engines for a quieter and more energy-efficient ride.

While it still very early and new service generally takes a six months to a year to stabilize, Arrow is performing approximately 59% of estimated pre-pandemic ridership.

#### Exhibit 7, Arrow Train and Distinct Branding



While 59% performance sounds modest, ridership generally takes a year to stabilize and Metrolink has not yet launched the full marketing campaign and fare promotion. Additionally, transit ridership is generally and historically lower in November, December and January due to the holidays. Considering these factors, Arrow is actually performing better than what anticipated in the current environment, and is out-performing the San Bernardino Line which is considered the highest performing line in the Metrolink system. The San Bernardino Line is performing approximately 42% of pre-pandemic ridership as of October 2022.

### *Omnitrans Connects to Arrow with SB Connect*

Omnitrans' new Route 300, SB Connect, serves Arrow and Metrolink rail service at San Bernardino Transit Center and downtown San Bernardino (Exhibit 8). This shuttle operates on weekdays, with timed links to Arrow service trips from 6 a.m. – 7 p.m. SB Connect service began in October 2022 in conjunction with the new Metrolink/Arrow service. Fare information includes:

- A transfer from Metrolink/Arrow to SB Connect is free.
- A transfer from a bus to SB Connect is regular \$2 fare.
- SB Connect to Metrolink/Arrow is rail pricing.

SB Connect is the second service of Omnitrans' new Omni Connect program. It joins ONT Connect, which launched in August to connect passengers directly from the Rancho Cucamonga Metrolink Station and Ontario International Airport.

#### Exhibit 8, SB Connect Vehicle





## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

### VVTA Launches Microtransit Service, Micro-Link

On October 3, 2022, VVTA launched the Micro-Link pilot program, an on-demand, shared-ride microtransit service. This service responds to a long standing need of potential riders to get to a bus stop when they live miles away from the nearest stop (Exhibit 9).

Micro-Link operates out of three zone areas in South Victorville, North Victorville and Hesperia. Service is on-demand during Monday – Friday from 6 a.m.– 8 p.m. Pick-up and drop-off locations for this curb-to-curb service must be within the zone areas. For riders that need to travel outside the specific zoned area, Micro-Link will take them to the nearest bus stop so they can continue their journey.

The fare is \$4.00 per one-way ride. The one-way Micro-Link fare also includes a day pass on VVTA local fixed route bus routes. There is a \$2.00 discount fare for seniors (60+), disabled and Medicare riders. This discount also applies to veterans, active military service members and students.

Riders can make a reservation through the mobile app or calling VVTA. Rides can be requested up to 5 days in advance and riders can pay in advance via the app or with cash on board each van at the time of pickup.

Micro-Link is performing well, with an average of 80 rides per month during its first quarter of service (October – December 2022). After this 6-month pilot project concludes, Victor Valley Transit will observe all analytics, ridership, and other data to determine future expansion projects.

#### Exhibit 9, Micro-Link Vehicle and Branding



VVTA will begin a specific Geo-Targeted Digital Marketing Campaign on February 1 for three months to capture both residents within the zones who live far from a bus stop, parents of middle/high school students to use Micro-Link to take their children to and from school and encourage residents within their zones to connect with their neighborhood and shop local. VVTA is also targeting business owners within each zone to promote Micro-Link to their customers and potential customers.

Additionally, VVTA will conduct “Pop-Up” Events during the end of January and early February at local parks within each zone. At each “Pop-Up” VVTA will bring the Micro-Link vehicle, marketing collateral about the service and how to use the Mobile App plus promotional items specific to Micro-Link.

### VVTA Introduces Needles Taxi Partnership

VVTA has partnered with Tripps, a taxi company located in Needles, to provide trips to the Victor Valley area for only \$25 per one-way trip (Exhibit 10).

The service runs Monday – Friday, between 8 a.m. and 5 p.m. Riders can reserve trips by calling at least 24 hours in advance.

The Needles Taxi Partnership provided four one-way trips during its first quarter of operations (July – September).

#### Exhibit 10, VVTA Needles Taxi Partnership Flyer



## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

### *San Bernardino County Celebrates Transit Equity Day with Free Rides.*

On February 4th all riders were free on every bus and every train in San Bernardino County (Exhibit 11).

For the second year, SBCTA sponsored the county-wide recognition of Transit Equity Day by providing free bus and train fares for everyone boarding San Bernardino County transit providers. Transit Equity Day offers a day off from paying fares for regular transit users and gives the transit-curious a no-charge chance to explore transportation options.

All five of San Bernardino County's local bus systems and Metrolink participated in the free ride offer. Additionally,

riders boarding Metrolink within San Bernardino County were provided a free ride whether they traveled within the County or further afield.

Transit Equity Day is celebrated across the country on February 4th to mark the birthday of Rosa Parks, who would have turned 110 this year. It was Parks, a Black seamstress in Montgomery, Alabama, who famously refused to give up her bus seat to a white passenger in December 1955. Her simple act of protest launched a local bus boycott as well as global recognition of social inequalities. As a result of her actions, transit systems and communities worldwide became more equitable.

Exhibit 11, Transit Equity Day Countywide Promotion developed by SBCTA's Multimodal Working Group

The graphic is a promotional poster for Transit Equity Day. It features a green background with white and yellow text. At the top, it says "— TELL EVERYBODY — IT'S TRANSIT EQUITY DAY!". Below that, in large white letters, "EVERYONE RIDES FREE" and in yellow, "SATURDAY FEBRUARY 4TH". In the center, there are icons of a bus and a train, with the text "EVERY BUS EVERY TRAIN" between them. At the bottom, it says "EVERYWHERE IN SAN BERNARDINO COUNTY". Below the main text, there is a circular logo with a green leaf and a train, containing the text "TRANSIT EQUITY DAY" and "FOR CIVIL RIGHTS AND A HEALTHY PLANET #TransitEquityDay". To the right of the logo are logos for transit providers: OmniTrans, METROLINK | Arrow, BASIN TRANSIT, MOUNTAIN TRANSIT, NAT NEEDLES AREA TRANSIT, and VICTOR VALLEY TRANSIT. At the bottom left is a QR code and the text "LEARN MORE ABOUT TRANSIT EQUITY". At the bottom right is the SBCTA logo and the text "powered by sb cta San Bernardino County Transportation Authority".

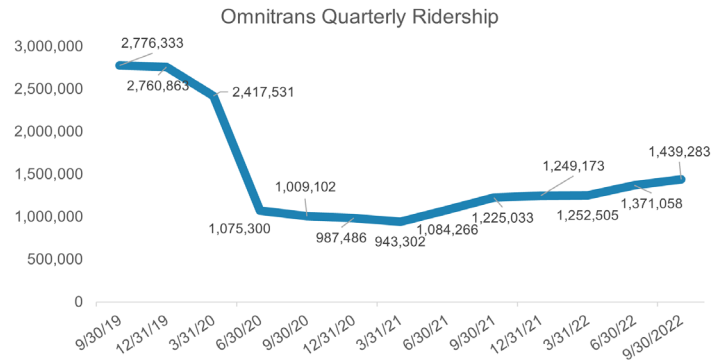
# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



## Commentary and Trends

OmniTrans' ridership increased 5% in the first quarter of FY 22/23, with a total of 1.4 million trips provided. Fixed-route was the one service to see growth, providing 5% more trips than the previous quarter. Demand response provided 1% fewer trips in this quarter-over-quarter comparison.

Revenue hours and miles dropped slightly, down 1% and 4% respectively. There was a significant increase in operating costs, up 61% from the fourth quarter of the previous year. Additionally, farebox revenue dropped 26% in the first quarter.



## Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)	1st Quarter (Jul-Aug-Sep)	
	Prior Quarter FY 21/22	Current Year FY 22/23	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>1,371,367</b>	<b>1,439,283</b>	<b>5%</b>
Fixed-Route Trips <sup>2</sup>	1,334,352	1,402,602	5%
Demand Response Trips	37,015	36,681	-1%
<b>SYSTEM Performance</b>			
Revenue Hours	136,652	135,861	-1%
Passengers per Rev Hour	10.0	10.6	6%
Revenue Miles	1,872,908	1,875,886	0%
Passengers per Rev Mile	0.73	0.77	5%
Passenger Miles	7,645,950	7,311,199	-4%
Average Trip Length (miles)	5.58	5.08	-9%
<b>OPERATIONS Expense</b>			
Total Operating Cost	\$12,323,176	\$19,819,171	61%
Passenger Revenue	\$5,390,195	\$3,980,264	-26%
Farebox Recovery Ratio Systemwide	43.7%	20.1%	-54%
Subsidy per Pass Trip Systemwide	\$5.06	\$11.00	118%
Fixed-Route Cost per Trip	\$7.11	\$11.92	68%
Demand Response Cost per Trip	\$76.71	\$84.43	10%
<b>FLEET Characteristics</b>			
Vehicles in Peak Service (Includes sbX)			
Fixed-Route	94	94	
Demand Response	40	40	
<b>Total Vehicles in Peak Service</b>	<b>134</b>	<b>134</b>	
Service Area Square Mileage	463	463	
Vehicles per Square Mile	0.30	0.30	
<b>OMNITRANS FAMILY of Services</b>			
Bus Rapid Transit Route	1- Green Line/sbX	1- Green Line/sbX	
Express Fixed-Routes	1- Route 215	1- Route 215	
Local Fixed-Routes	21 routes	21 routes	
Community Circulators (OmniRide)	4 routes	3 contracted fixed-routes	
First-Last Mile Shuttles (Omni Connect)	N/A	2 - ONT Connect, SB Connect	
Microtransit	3 OmniRide service areas - Chino, Chino Hills, Upland	3 OmniRide service areas - Bloomington, Chino/Chino Hills, Upland	
Access ADA Service	Complementary paratransit	Complementary paratransit	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during January 2023.

<sup>2</sup> Omni Connect performance data is also counted as fixed-route trips for OmniTrans services and should not be double counted.



## Commentary and Trends

Omnitrans' new shuttle services, Omni Connect, includes two routes, Route 380 and Route 300, that provide multi-modal connections.

ONT Connect (Route 380) provides non-stop service between the Rancho Cucamonga Metrolink and Ontario International Airport. The service began in August of 2022. During its first quarter of operation, ONT Connect provided 181 trips.

SB Connect (Route 300) serves Arrow and Metrolink rail service at San Bernardino Transit Center and downtown San Bernardino. The service launched in October of 2022. Performance metrics will be provided here in upcoming QUARTERLY REPORTS.

## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)
	Current Year FY 22/23
<b>SYSTEM Total Passenger Trips</b>	<b>181</b>
Route 300 SB Connect	N/A: Launched October
Route 380 ONT Connect	181
<b>SYSTEM Performance</b>	
Revenue Hours	890
Passengers per Rev Hour	0.2
Revenue Miles	9,522
Passengers per Rev Mile	0.02
<b>OPERATIONS Expense</b>	
Total Operating Cost	\$102,166
Passenger Revenue	\$13,895
Farebox Recovery Ratio	13.6%
Subsidy per Pass Trip	\$487.69

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during January 2023.

<sup>2</sup> Omni Connect performance data is also counted as fixed-route trips for Omnitrans services and should not be double counted.

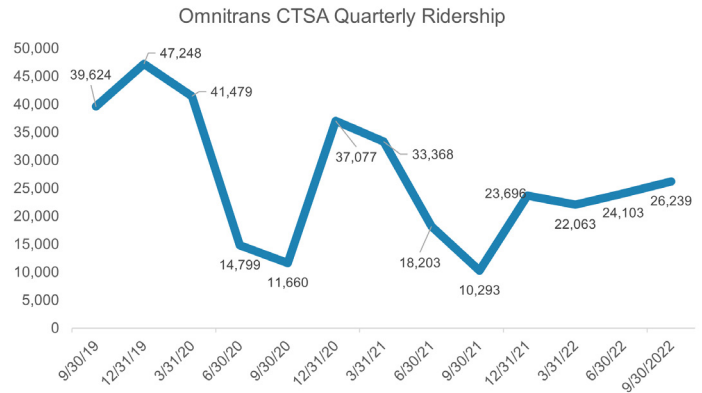
# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



## Commentary and Trends

During the first quarter of FY 22/23, the Omnitrans CTSA services saw increases in trips to the overall program with more than 24,000 trips provided, a 9% increase over the previous quarter. However, performance varied by specific partners, due to ongoing impacts of the COVID-19 pandemic.

The new Uber/Taxi Ride program provided more than 1,000 trips this quarter, a 100% increase. Ridership also increased for several of the Regional Mobility Partners: Anthesis, AgingNext and OPARC. City of Redlands saw the greatest reduction in trips, providing 29% fewer trips than in the fourth quarter of FY 21/22.



## Performance

	4th Quarter (Apr-May-Jun)	1st Quarter (Jul-Aug-Sep)	
	Prior Quarter FY 21/22	Current Year FY 22/23	% change from 4th Quarter
<b>TOTAL TRIPS</b>	<b>24,103</b>	<b>26,239</b>	<b>9%</b>
TREP Mileage Reimbursement Trips	4,607	3,546	-23%
Uber/Taxi Ride Program Trips**	532	1,062	100%
Travel Training Program*	0	0	—
Regional Mobility Partnership (RMP) Trips	18,964	21,631	14%
<i>Anthesis</i>	5,263	7,092	35%
<i>Lutheran Social Services</i>	340	290	-15%
<i>City of Grand Terrace</i>	1,464	1,430	-2%
<i>City of Redlands</i>	190	135	-29%
<i>AgingNext</i>	3,569	4,288	20%
<i>OPARC</i>	3,221	3,987	24%
<i>City of Chino</i>	1,954	1,587	-19%
<i>Highland Senior Center</i>	1,292	1,146	-11%
<i>Loma Linda University Adult Day Health</i>	1,671	1,676	0%

\* This program was temporarily suspended for safety/health concerns during the COVID-19 pandemic.

\*\* Uber Ride launched in February 2022 to select cities within Omnitrans' service area as part of a pilot program.

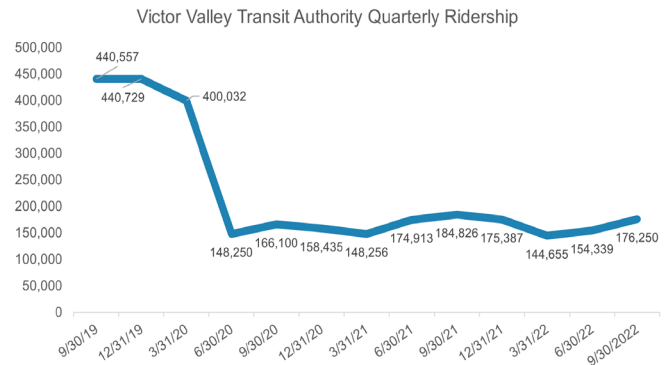




# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

## Commentary and Trends

VVTA's ridership is recovering once again, with 14% more trips provided in the first quarter of FY 22/23 than the previous quarter. More than 176,00 trips were provided systemwide. Ridership increases were seen on two services: fixed-route provided a significant 18% more trips and commuter bus trips were up 5%. Operating cost was down slightly, by 1%, and passenger revenue increased by 25%. Additionally, fixed-route cost-per-trip dropped by 16%,



## Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)	1st Quarter (Jul-Aug-Sep)	
	Prior Quarter FY 21/22	Current Year FY 22/23	% change from 4th Quarter
SYSTEM Total Passenger Trips	154,339	176,250	14%
Fixed-Route Trips	117,399	138,871	18%
Commuter Bus Trips	8,768	9,222	5%
Demand Response Trips	28,172	28,157	0%
SYSTEM Performance [excludes vanpool revenue hours & miles]			
Revenue Hours	46,985	47,321	1%
Passengers per Rev Hour	3.3	3.7	13%
Revenue Miles	829,993	828,152	0%
Passengers per Rev Mile	0.19	0.21	14%
OPERATIONS Expense [excludes vanpool expense & revenue]			
Total Transit Operating Cost	\$8,006,893	\$7,916,620	-1%
Passenger Revenue	\$413,063	\$516,027	25%
Farebox Recovery Ratio Systemwide	5.2%	6.5%	26%
Subsidy/Pass Trip - Systemwide	\$49.20	\$41.99	-15%
Fixed-Route Cost per Trip	\$52.64	\$43.97	-16%
Commuter Bus Cost per Trip	\$24.56	\$24.32	-1%
Demand Response Cost per Trip	\$57.19	\$56.34	-1%
FLEET Characteristics			
Vehicles in Peak Service	Includes 7 Electric Vehicles	Includes 7 Electric Vehicles	
Fixed-Route	32	32	
Commuter	6	6	
Demand Response	29	27	
<b>Total Vehicles in Peak Service</b>	<b>67</b>	<b>65</b>	
Service Area Square Mileage	1,082	1,082	
Vehicles per Square Mile	0.07	0.07	
VVTA FAMILY of Services			
Local Fixed/Regional Routes	21 routes	21 routes	
County Fixed-Routes	6 routes	6 routes	
Commuter Bus	NTC Commuter (Ft. Irwin), 4 routes	NTC Commuter (Ft. Irwin), 4 routes	
Intercity Routes	1 route	1 route	
Flexible Transit	ADA Direct Access	ADA Direct Access	
Vanpool Program	173 vanpools	175 vanpools	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during January 2023.



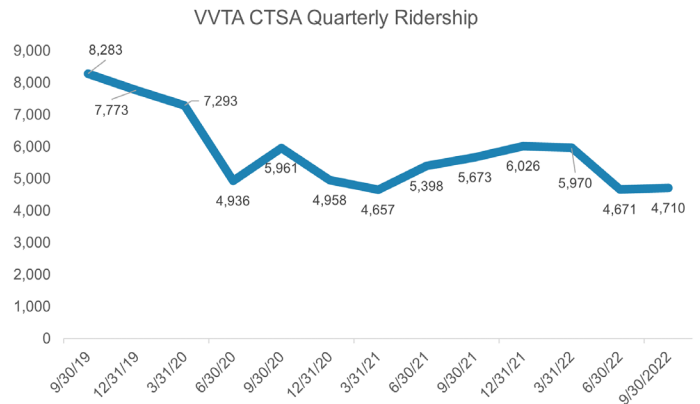
# Consolidated Transportation Services Agency

## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

### Commentary and Trends

Ridership across the CTSA's programs rose slightly in the first quarter of FY 22/23. Together, these specialized programs provided 4,700 trips, 1% more trips than the previous quarter. Only three programs contributed to the trip increase: TRIP, up 10%, Abundant Living Church, up 2%, and the Trona Community and Senior Center, up by 12%. Ridership dropped for all other programs.

VVTA's new program, the Needles Taxi Partnership, provided four taxi trips between the High Desert and Needles through the Tripps taxi company.



### Performance

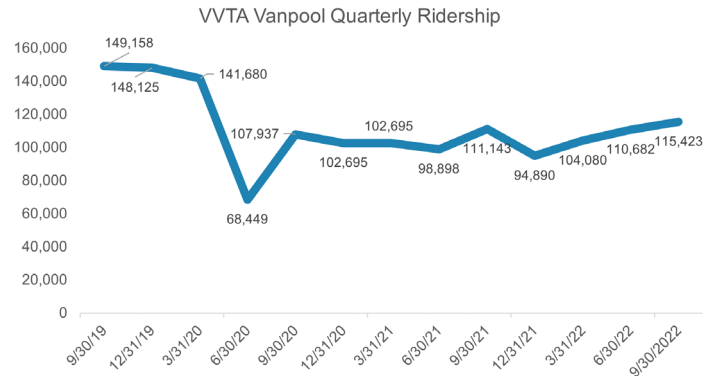
	4th Quarter (Apr-May-Jun)	1st Quarter (Jul-Aug-Sep)	
	Prior Quarter FY 21/22	Current Year FY 22/23	% change from 4th Quarter
<b>TOTAL TRIPS</b>	<b>4,671</b>	<b>4,710</b>	<b>1%</b>
TRIP Program	3,010	3,325	10%
Nonprofit Providers	936	904	-3%
<i>Foothill AIDS Project</i>	299	273	-9%
<i>Abundant Living Church</i>	561	570	2%
<i>Trona Community and Senior Center</i>	51	57	12%
<i>Bonnie Baker Senior Center</i>	25	4	-84%
Travel Training Program	298	182	-39%
Fare Media Scholarship Program	427	299	-30%
<b>TOTAL CAR TRIPS</b>		<b>4</b>	
VVTA's Needles Taxi Partnership	N/A	4	
<b>TOTAL MILES</b>	<b>80,768</b>	<b>90,198</b>	<b>12%</b>
TRIP Program	80,768	90,198	12%
<b>TOTAL HOURS</b>	<b>42</b>	<b>39</b>	
Transit Ambassador Program	42	39	-7%



## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

### Commentary and Trends

VVTA's vanpool program grew by 3% in the first quarter of FY 22/23 by adding six vanpools. Revenue miles also increased slightly, up 1% to 1.2 million miles. More than 115,000 trips were provided on VVTA vanpools during the first quarter of FY 22/23.



### Performance

	4th Quarter (Apr-May-Jun)	1st Quarter (Jul-Aug-Sep)	
	Prior Quarter FY 21/22	Current Year FY 22/23	% change from 4th Quarter
<b>Performance</b>			
Number of Vanpools	173	179	3%
Revenue Miles	1,206,189	1,214,988	1%
Revenue Hours	25,370	24,590	-3%
Unlinked Passenger Trips	110,682	115,423	4%
Passenger Miles	5,746,768	5,864,435	2%
Subsidies Disbursed	\$258,544	\$310,269	20%
Passenger Fares	\$358,854	\$348,756	-3%



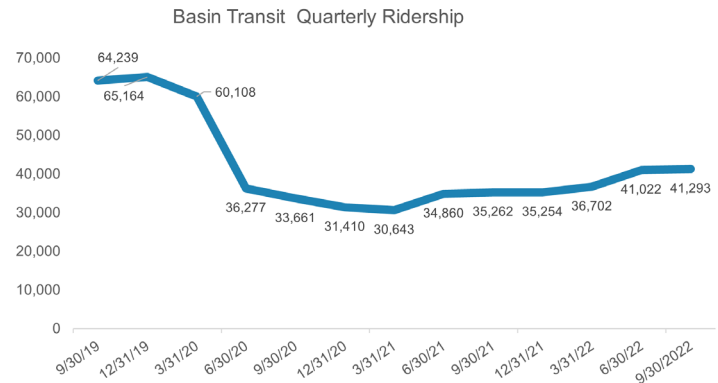
# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

## Commentary and Trends

During its first quarter as Basin Transit (formerly Morongo Basin Transit Authority), ridership increased slightly, up to almost 41,000 trips. Both fixed-route and demand response services provided more trips in the first quarter of FY 22/23, up by 2% and 8% respectively.

Commuter bus ridership dropped significantly, down 23% to 1,800 trips provided. Systemwide operating costs increased by 31% and passenger revenue dropped, down 11% in the first quarter.

The TREP mileage reimbursement program lost four clients and saw fewer trips taken than the previous quarter.



## Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)	1st Quarter (Jul-Aug-Sep)	
	Prior Quarter FY 21/22	Current Year FY 22/23	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>41,022</b>	<b>41,293</b>	<b>1%</b>
Fixed-Route Trips	35,328	35,890	2%
Commuter Bus Trips	2,383	1,842	-23%
Demand Response Trips	3,311	3,561	8%
<b>SYSTEM Performance</b>			
Revenue Hours	7,916	7,949	0%
Passengers per Rev Hour	5.2	5.2	0%
Revenue Miles	157,811	159,199	1%
Passengers per Rev Mile	0.26	0.26	0%
<b>OPERATIONS Expense</b>			
Total Operating Cost	\$913,349	\$1,193,665	31%
Passenger Revenue	\$65,786	\$58,305	-11%
Farebox Recovery Ratio Systemwide	7.2%	4.9%	-32%
Subsidy per Pass Trip - Systemwide	\$20.66	\$27.50	33%
Fixed-Route Cost per Trip	\$18.84	\$24.18	28%
Commuter Bus Cost per Trip	\$31.14	\$54.55	75%
Demand Response Cost per Trip	\$52.42	\$63.61	21%
<b>TREP Mileage Reimbursement Program</b>			
TREP Clients	168	164	-2%
TREP Trips	1,516	1,425	-6%
TREP Miles Reimbursed	26,192	26,326	1%
Mileage Reimbursement Cost	\$7,858	\$7,898	1%
<b>FLEET Characteristics</b>			
Vehicles in Peak Service		9	
Fixed-Route/Commuter		4	
Demand Response		5	
<b>Total Vehicles in Peak Service</b>		<b>13</b>	
Service Area Square Mileage		1,300	
Vehicles per Square Mile		0.01	
<b>MBTA FAMILY of Services</b>			
Highway Bus		#1 Yucca Valley-Twenty-nine Palms	
Intercity Routes to Palm Springs		#12 Yucca Valley-PS, #15 MCAGCC-PS	
Other Community Routes		#3 Marine Base, #7 Yucca Valley, #21 Landers	
Ready Ride Service		In 6 communities	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during January 2023.

# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



## Commentary and Trends

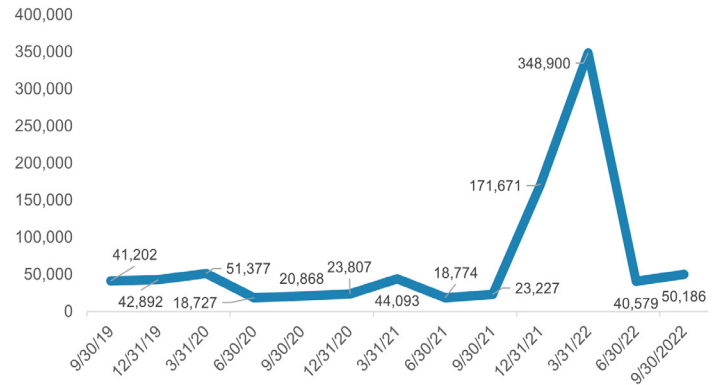
Mountain Transit's ridership is on the upswing following its substantial seasonal drop from winter ridership highs. FY 22/23 first quarter summer trips were up by 24% increasing by 80,000 trips provided over the previous spring quarter. Revenue service hours increased by 8% and revenue miles increased by 1%.

Fixed-route trips increased by 28% or 45,0000 trips and commuter trips by 1%. Demand response trips dropped during the first quarter, down 9% to more than 2,800 trips provided.

Increased trips and revenue hours contributed to increases in both operating costs and passenger revenue.

Of note, Mountains Transit deployed three fewer vehicles in peak hour service than during the busy ski season of early fourth quarter of FY 21/22.

Mountain Transit Quarterly Ridership



## Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)	1st Quarter (Jul-Aug-Sep)	
	Prior Quarter FY 21/22	Current Year FY 22/23	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>40,579</b>	<b>50,186</b>	<b>24%</b>
Fixed-Route Trips	35,229	45,100	28%
Commuter Bus Trips	2,211	2,243	1%
Demand Response Trips	3,139	2,843	-9%
<b>SYSTEM Performance</b>			
Revenue Hours	10,252	11,067	8%
Passengers per Rev Hour	4.0	4.5	15%
Revenue Miles	177,520	179,710	1%
Passengers per Rev Mile	0.23	0.28	22%
<b>OPERATIONS Expense</b>			
Total Operating Cost	\$1,285,313	\$3,188,205	148%
Passenger Revenue	\$149,377	\$209,756	40%
Farebox Recovery Ratio Systemwide	11.6%	6.6%	-43%
Subsidy per Pass Trip - Systemwide	\$27.99	\$59.35	112%
Fixed-Route Cost per Trip	\$25.67	\$51.31	100%
Commuter Bus Cost per Trip	\$64.68	\$134.30	108%
Demand Response Cost per Trip	\$75.77	\$201.56	166%
<b>FLEET Characteristics</b>			
Vehicles in Peak Service			
Fixed-Route	12	7	
Demand Response	4	2	
Off the Mountain	4	2	
Seasonal Service	0	0	
Airport Shuttle	1	1	
Trolley Vehicle	0	0	
<b>Total Vehicles in Peak Service</b>	<b>21</b>	<b>12</b>	
Service Area Square Mileage	269	269	
Vehicles per Square Mile	0.05	0.05	
<b>MOUNTAIN TRANSIT FAMILY of Services</b>			
Off-the-Mountain Routes - 2	Rim Rt. 6; Big Bear Rt. 5		
Local Fixed-Routes - 5	Rim Rts. 2, 4; Big Bear Rts. Red, Blue, Gold		
Summer Trolley - 1	Lake Arrowhead-Crestline		
Seasonal Service - 1	Big Bear Route 9 (Nov-April)		
Dial-a-Ride - 2	Big Bear Valley and Rim		
Airport Shuttle	Big Bear		

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during January 2023.

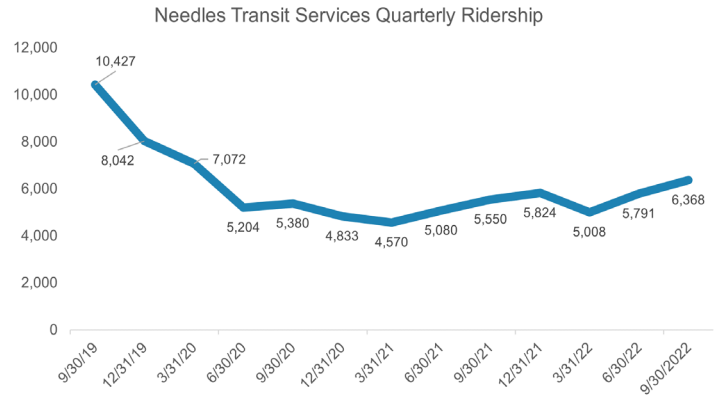


# Needles Transit Services

## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

### Commentary and Trends

Needles Transit Services experienced 10% ridership growth in the first quarter of FY 22/23, providing more than 6,300 trips. Ridership grew on both fixed-route and demand response services, with both up 10% over the previous quarter. Increased ridership contributed to increases in revenue hours and miles (up 1% and 2%, respectively). Operating costs dropped slightly, down 2% in this quarter-over-quarter comparison.



### Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)	1st Quarter (Jul-Aug-Sep)	
	Prior Quarter FY 21/22	Current Year FY 22/23	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>5,791</b>	<b>6,368</b>	<b>10%</b>
Fixed-Route Trips	4,268	4,700	10%
Demand Response Trips	1,523	1,668	10%
<b>SYSTEM Performance</b>			
Revenue Hours	1,104	1,112	1%
Passengers per Rev Hour	5.2	5.7	9%
Revenue Miles	15,112	15,441	2%
Passengers per Rev Mile	0.38	0.41	8%
<b>OPERATIONS Expense</b>			
Total Operating Cost	\$140,906	\$139,481	-1%
Passenger Revenue	\$13,698	\$11,633	-15%
Farebox Recovery Ratio Systemwide	9.7%	8.3%	-14%
Subsidy per Pass Trip - Systemwide	\$21.97	\$20.08	-9%
Fixed-Route Cost per Trip	\$23.96	\$22.00	-8%
Demand Response Cost per Trip	\$16.39	\$14.67	-10%
<b>FLEET Characteristics</b>			
Vehicles in Peak Service			
Fixed-Route		1	
Demand Response		1	
<b>Total Vehicles in Peak Service</b>		<b>2</b>	
Service Area Square Mileage		31	
Vehicles per Square Mile		0.06	
<b>City of Needles Transit Services</b>			
Needles Area Transit		Community deviated fixed-route	
Demand Response		Local and Medical/Shopper Dial-a-Rides	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during January 2023.

# METROLINK

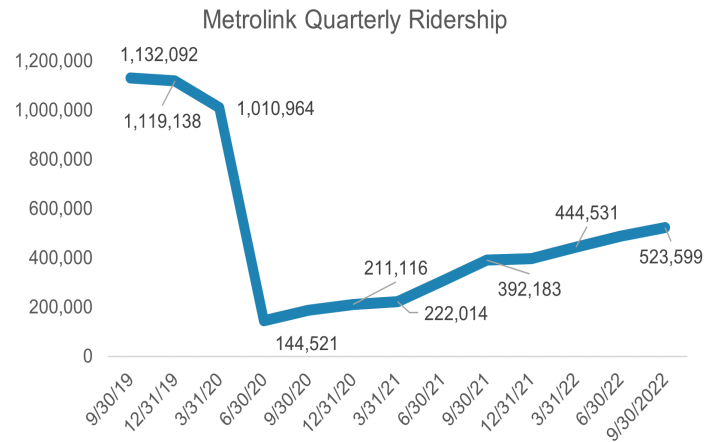
## Commentary and Trends

Metrolink's ridership increased on both lines running in San Bernardino County during the first quarter of FY 22/23. Ridership on the San Bernardino Line increased by 8%, to over 375,000 boardings. More than 148,000 trips were provided on the Inland Empire Orange County Line (IEOC), a 5% increase.

Combined, Metrolink provided more than 523,000 trips on the San Bernardino and IEOC Lines, a 7% increase over the fourth quarter.

Boardings also increased at San Bernardino County Stations on both the San Bernardino Line and the IEOC Line.

Operating costs are not yet available for FY 22/23.



## Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)	1st Quarter (Jul-Aug-Sep)	
	Prior Quarter FY 21/22	Current Year FY 22/23	% change from 4th Quarter
<b>SYSTEM Passenger Boardings by Line</b>			
TOTAL San Bernardino Line	347,015	375,232	8%
TOTAL Inland Empire Orange County (IEOC) Line	141,689	148,367	5%
Boardings at San Bernardino County Stations:			
San Bernardino Line	108,544	110,513	2%
IEOC Line	3,494	4,016	15%
Riverside Line	6,579	6,447	-2%
<b>FINANCIAL - Total San Bernardino Line w/ MOW<sup>1</sup></b>			
Operating Cost SB Line			
Farebox Revenue SB Line	N/A	N/A	
Farebox Recovery Ratio SB Line			
<b>FINANCIAL - Total IEOC Line w/ MOW<sup>1</sup></b>			
Operating Cost IEOC Line			
Farebox Revenue IEOC Line	N/A	N/A	
Farebox Recovery Ratio IEOC Line			
<b>PERFORMANCE MEASURES - San Bernardino Line</b>			
Passenger Miles	9,075,529	13,470,077	48%
Average Passenger Trip Length	37.2	36.3	-2%
<b>PERFORMANCE MEASURES - IEOC Line</b>			
Passenger Miles	4,972,080	5,441,986	9%
Average Passenger Trip Length	33.6	36.1	7%
<b>SERVICE LEVELS</b>			
San Bernardino Line			
# of trains per weekday WB	18	18	
# of trains per weekday EB	18	18	
# of trains per Saturday WB/EB	8	8	
# of trains per Sunday WB/EB	8	8	
IEOC Line - with stops in San Bernardino County			
# of trains per weekday WB	7	7	
# of trains per weekday EB	7	7	
# of trains per weekend WB	2	2	
# of trains per weekend EB	2	2	

<sup>1</sup> Metrolink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.



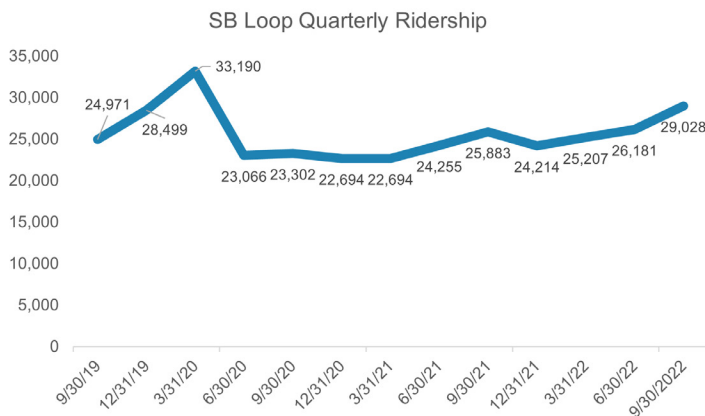


## Commentary and Trends SB Loop

During the first quarter of FY 22/23, SBCTA's SB Loop gained six vanpools. The program now has 63 vanpools, a 11% increase from the fourth quarter of the previous year. Passenger trip increased by 11% to more than 29,000 trips provided. Passenger miles increased 8% to more than 1.1 million miles traveled on vanpools during the first quarter.

## Performance

SB Loop	4th Quarter (Apr-May-Jun)	1st Quarter (Jul-Aug-Sep)	
	Prior Quarter FY 21/22	Current Year FY 22/23	% change from 4th Quarter
<b>SYSTEM Totals</b>			
Number of Vanpools	57	63	11%
Vanpool Passenger Trips	26,181	29,028	11%
<b>SYSTEM Performance</b>			
Passenger Miles	1,060,571	1,144,085	8%
Passengers/Rev Miles	40.5	39.41	-3%
<b>OPERATIONS Expense</b>			
Subsidies Disbursed	\$67,200	\$71,935	7%
Passenger Revenue	\$234,488	\$248,470	6%
Subsidy per Passenger Trip	\$2.57	\$2.48	-3%
Average Cost per Passenger Trip	\$11.52	\$11.04	-4%



## Rideshare

IE Commuter is a rideshare program of RCTC and SBCTA. Its mission is to reduce traffic and improve air quality in the region by helping businesses develop employee rideshare (bus, train, carpool, vanpool, telework, bike, walk) programs. The program and its services are provided at no cost to eligible Riverside County and San Bernardino County employers and commuters.

Notably, rideshare metrics do not compare in the same way as other transit data does. While the values presented below compare quarter to quarter metrics, program performance is more notable on an annual basis.

During the first quarter FY 22/23, IE Commuter served 142 employers at 837 worksites. These employers represent over 100,000 IE Commuter accounts.

A total of 821 individuals participated in IE Commuter incentive programs during the first quarter. Their ridesharing resulted in almost 46,000 million vehicle trip reductions and 1.5 million reduced vehicle miles traveled, reducing emissions by 1.7 million pounds of greenhouse gases.

## Performance

IE Commuter	Prior Year	Current Year	
	4th Quarter (April-May-Jun) FY 21/22	1st Quarter (Jul-Aug-Sep) FY 22/23	% change from 4th Quarter
<b>PROGRAM Totals</b>			
Total Number of Employers	128	142	11%
Total Number of Employer Worksites	840	837	0%
Total Number of IE Commuter Accounts	95,898	100,878	5%
Number of Accounts Active for Ridematching	9,860	9,719	-1%
<b>EMPLOYER Totals*</b>			
Total Employers Surveyed	8	16	100%
Total Commuters Surveyed	5,054	22,522	346%
Vehicle Trip Reductions (VTR)	121,992	342,498	181%
Vehicle Miles Traveled (VMT) Reduced	3,004,532	3,956,654	32%
Greenhouse Gas Emissions (GHG) Reduced (lbs)	3,441,409	4,531,969	32%
<b>INCENTIVE Totals</b>			
Total Participants	795	821	3%
Vehicle Trip Reductions (VTR)	40,333	45,953	14%
Vehicle Miles Traveled (VMT) Reduced	1,284,102	1,510,185	18%
Greenhouse Gas Emissions (GHG) Reduced (lbs)	1,403,291	1,729,774	23%

\*Employer totals fluctuate month-to-month due to varying dates employers are required to survey per local air district rules.



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## ***Minute Action***

AGENDA ITEM: 26

***Date:*** *March 1, 2023*

***Subject:***

Fiscal Year 2023/2024 SBCOG Budget Assessment Dues

***Recommendation:***

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

Adopt the SBCOG Fiscal Year 2023/2024 mandatory assessments and additional mandatory obligations.

***Background:***

San Bernardino Council of Governments (SBCOG) has collected mandatory assessments since its inception. The assessments are calculated according to a formula based 50% on population and 50% on assessed valuation of each member jurisdiction.

Mandatory assessments **will be used in Program 25 and Task 0511 (after board approval on March 1, 2023)**, Intergovernmental Relations, and support for SBCOG activities as approved by the Board of Directors (Board). Projects include a grant writing services contract, Planning/COG on-call consulting services, contributions and membership fees to various regional and state organizations, and developing tools and strategies for dealing with housing policies and legislations.

On December 2, 2015, the Board approved an additional mandatory obligation of \$133,418, specifically to support the addition of staff to work exclusively on SBCOG activities. On April 6, 2022, the Board approved another increase of \$200,000 to the monetary obligation paid by agencies to support the SBCOG. The increase is phased over a three-year period, which results in an increase of \$133,350 in Fiscal Year 2023/2024. Total assessments and other mandatory obligations of \$137,523, budgeted for Fiscal Year 2023/2024; represent an increase of \$6,340 or 4.8%, from the prior year, as shown in the attachment 1.

***Financial Impact:***

This item establishes the Fiscal Year 2023/2024 Budget for mandatory assessment and other monetary obligations which will be included in the proposed budget for Fiscal Year 2023/2024.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023.

***Responsible Staff:***

Lisa Lazzar, Chief of Fiscal Resources

Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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

**San Bernardino Council of Governments  
General Assessment Dues Calculation  
Fiscal Year 2023/2024 Budget**

JURISDICTION:						FY2023/2024	FY2023/2024	FY2023/2024	FY2023/2024	FY2023/2024	TOTAL AMOUNT =(A)+(B)+(C)	VA FC FY 2023/20
	POP.	% OF TOTAL	ASSESSED VALUE BEFORE RDA	% OF TOTAL	AVG. % POP. &	FY2022/2023 TOTAL	MANDATORY ASSESSMENT	OTHER MONETARY OBLIGATIONS	OTHER MONETARY OBLIGATIONS	OTHER MONETARY OBLIGATIONS		
	2022	POP.	2022/2023	VALUE	VALUE	AMOUNT	AMOUNT (A)	AMOUNT (B)	AMOUNT (C)	AMOUNT =(B)+(C)		
Adelanto	36,357	1.662%	\$3,011,709,510	1.037%	1.349%	\$9,774	\$1,856	\$5,337	\$5,334	\$10,671	\$12,527	\$2.7
Apple Valley	75,628	3.457%	\$7,557,490,866	2.601%	3.029%	\$11,978	\$4,166	\$5,337	\$5,334	\$10,671	\$14,837	\$2.8
Barstow	25,202	1.152%	\$1,724,738,920	0.594%	0.873%	\$9,149	\$1,200	\$5,337	\$5,334	\$10,671	\$11,871	\$2.7
Big Bear Lake	5,041	0.230%	\$4,416,276,035	1.520%	0.875%	\$9,152	\$1,204	\$5,337	\$5,334	\$10,671	\$11,875	\$2.7
Chino	91,998	4.205%	\$17,295,592,739	5.953%	5.079%	\$14,667	\$6,985	\$5,337	\$5,334	\$10,671	\$17,656	\$2.9
Chino Hills	77,964	3.564%	\$14,639,278,992	5.039%	4.301%	\$13,647	\$5,915	\$5,337	\$5,334	\$10,671	\$16,586	\$2.9
Colton	53,617	2.451%	\$5,016,940,896	1.727%	2.089%	\$10,744	\$2,873	\$5,337	\$5,334	\$10,671	\$13,544	\$2.8
Fontana	212,809	9.728%	\$27,019,267,552	9.300%	9.514%	\$20,485	\$13,084	\$5,337	\$5,334	\$10,671	\$23,755	\$3.2
Grand Terrace	13,042	0.596%	\$1,347,509,349	0.464%	0.530%	\$8,699	\$729	\$5,337	\$5,334	\$10,671	\$11,400	\$2.7
Hesperia	100,324	4.586%	\$8,075,905,550	2.780%	3.683%	\$12,835	\$5,065	\$5,337	\$5,334	\$10,671	\$15,736	\$2.9
Highland	56,546	2.585%	\$4,500,367,999	1.549%	2.067%	\$10,715	\$2,843	\$5,337	\$5,334	\$10,671	\$13,514	\$2.7
Loma Linda	25,349	1.159%	\$2,827,789,573	0.973%	1.066%	\$9,402	\$1,466	\$5,337	\$5,334	\$10,671	\$12,137	\$2.7
Montclair	37,846	1.730%	\$4,280,071,001	1.473%	1.602%	\$10,105	\$2,203	\$5,337	\$5,334	\$10,671	\$12,874	\$2.7
Needles	4,876	0.223%	\$495,248,695	0.170%	0.197%	\$8,262	\$270	\$5,337	\$5,334	\$10,671	\$10,941	\$2.6
Ontario	179,516	8.206%	\$36,223,657,090	12.469%	10.337%	\$21,565	\$14,216	\$5,337	\$5,334	\$10,671	\$24,887	\$3.3
Rancho Cucamonga	174,476	7.975%	\$32,965,855,079	11.347%	9.661%	\$20,678	\$13,287	\$5,337	\$5,334	\$10,671	\$23,958	\$3.2
Redlands	72,585	3.318%	\$12,032,086,055	4.142%	3.730%	\$12,897	\$5,129	\$5,337	\$5,334	\$10,671	\$15,800	\$2.9
Rialto	103,954	4.752%	\$13,115,586,958	4.515%	4.633%	\$14,082	\$6,372	\$5,337	\$5,334	\$10,671	\$17,043	\$2.9
San Bernardino	220,840	10.095%	\$19,097,789,522	6.574%	8.334%	\$18,937	\$11,462	\$5,337	\$5,334	\$10,671	\$22,133	\$3.1
Twentynine Palms	27,685	1.266%	\$1,137,526,790	0.392%	0.829%	\$9,091	\$1,139	\$5,337	\$5,334	\$10,671	\$11,810	\$2.7
Upland	79,139	3.618%	\$11,532,952,948	3.970%	3.794%	\$12,981	\$5,217	\$5,337	\$5,334	\$10,671	\$15,888	\$2.9
Victorville	136,561	6.242%	\$11,444,656,207	3.939%	5.091%	\$14,682	\$7,001	\$5,337	\$5,334	\$10,671	\$17,672	\$2.9
Yucaipa	54,494	2.491%	\$5,524,015,696	1.901%	2.196%	\$10,885	\$3,020	\$5,337	\$5,334	\$10,671	\$13,691	\$2.8
Yucca Valley	21,813	0.997%	\$2,270,934,302	0.782%	0.889%	\$9,171	\$1,223	\$5,337	\$5,334	\$10,671	\$11,894	\$2.7
County	300,003	13.713%	\$42,962,663,648	14.788%	14.251%	\$26,693	\$19,598	\$5,330	\$5,334	\$10,664	\$30,262	\$3.5
	2,187,665	100.000%	\$290,515,911,972	100.00%	100.00%	\$331,276	\$137,523	\$133,418	\$133,350	\$266,768	\$404,291	\$73.0

## NOTES:

- 1) Population Source: Most recent Measure I population data, which is the Department of Finance estimate as of January 1 reconciled to the total population for San Bernardino County.
- 2) Net Assessed Value Source: Property Tax Section, County Auditor/Controller, 2020/2021.
- 3) These calculations are based on the most recent data received from the County of San Bernardino.
- 4) Assessed valuation of jurisdiction includes properties within redevelopment areas.
- 5) In FY2015/2016, the Board of Directors approved an additional \$133,418, dues for Council of Government (COG) activities.
- 6) In FY2021/2022, the Board of Directors approved the following additional monetary obligations for Council of Government (COG) activities: \$66,675 for FY22-23, \$133,350 for FY23-24, \$200,000 for FY24-25. Furthermore, the Board approved to escalate additional monetary obligation by the lower of CPI factor or 2% per year, starting from FY25-26.

Attachment: FY2023-2024 GA Dues Increase (9371 : Fiscal Year 2023/2024 SBCOG Assessment Dues)

## ***Minute Action***

AGENDA ITEM: 27

***Date:*** March 1, 2023

***Subject:***

New Program & Task for Council of Governments for Fiscal Year 2022/2023

***Recommendation:***

That the Board, acting as the San Bernardino Associated Governments:

A. Approve the creation of new Program No. 25 and Task No. 0511 for Council of Governments commencing in Fiscal Year 2022/2023.

B. Approve moving budget from Program No. 10, Task No. 0111 to new Program No. 25 Task No. 0511, in the amount of \$924,020 for Inland Regional Energy Network with no other changes to the Fiscal Year 2022/2023 Budget.

***Background:***

Staff recommends the approval of a new Program and Task to account for the Council of Governments (COG) activities and segregate them from other San Bernardino County Transportation Authority (SBCTA) programs. Staff recommends formation of a COG specific program in Fiscal Year 2022/2023 for the Inland Regional Energy Network (I-REN), which began in the current fiscal year in order to maintain consistency in the application of finance coding since inception of the program. Staff recommends a new Program No. 25, COG, and Task No. 0511– Intergovernmental COG for Fiscal Year 2022/2023. The new program is not just for I-REN; however, staff needs to capture all I-REN expenditures under a specific program and task, all COG related activities will be budgeted in the new program and task starting in Fiscal Year 2023/2024.

In addition, staff is recommending moving budget of \$924,020 to the new Program No. 25 and Task No. 0511 for COG from Program No. 10, Environment and Energy Conservation, Task No. 0111 Energy Conservation to cover the expenditures incurred related to I-REN in the current fiscal year with no change to the current year's budget.

***Financial Impact:***

This item is recommending a new Program and Task for Council of Governments to be added to the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 8, 2023.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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*Entity: San Bernardino Council of Governments*

## ***Minute Action***

AGENDA ITEM: 28

***Date:*** *March 1, 2023*

***Subject:***

Programming of Federal Formula Funds in Response to Corrective Action

***Recommendation:***

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

Approve projects for programming of Federal Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement Program funds in Fiscal Years 2022/2023 through 2025/2026 in response to the Corrective Action required by Southern California Association of Governments, and authorize staff to make adjustments as necessary to the programmed amounts on the listed projects to maximize programming to the funds available.

***Background:***

As reported to the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) in January 2023, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) issued a Corrective Action dated April 15, 2021, to the California Department of Transportation (Caltrans) regarding the administration and oversight of the Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Urban Surface Transportation Block Grant Programs (STP). This was followed by a Corrective Action issued to Southern California Association of Governments (SCAG) on August 15, 2022, as part of their 2022 Federal Certification Review. Caltrans and SCAG have been given until June 30, 2023, to demonstrate policies and procedures that comply with Federal regulations for the administration of these programs, which will require project approval by SCAG. Projects that are programmed with STP and CMAQ funds in the Federal Transportation Improvement Program (FTIP) as of June 30, 2023, in Fiscal Years 2022/2023 through 2025/2026, will be grandfathered and not subject to the new project approval procedures.

Attachment 1 shows the commitments of STP and CMAQ funds that were made in the 2021 Update to the 10-Year Delivery Plan and the current 10-year CMAQ Allocation Plan for Transit Operators relative to the current programming capacity. Staff has worked with the project sponsors to identify changes to project schedules to ensure that SBCTA can maximize the STP and CMAQ funds programmed through Fiscal Year 2025/2026 by the June 30, 2023 deadline. Changes to the programming needs are indicated in bold in Tables 1 and 2 below. In cases where programming capacity is available, staff has determined additional projects that are able to use this capacity.

**Table 1 – Proposed STP Programming through Fiscal Year 2025/2026**

Agency	Project	Annual Programming Capacity/Proposed Programming			
		Grandfathered Years			
		2023*	2024	2025	2026
		\$18,267,000	\$29,769,000	\$29,758,000	\$29,747,000
SB County	Baker Bridge				\$9,561,344
SB County	National Trails Highway Bridges			\$14,429,382	
SB County	Needles Highway Segment 1C Right of Way	\$500,000			
SB County	Needles Highway Segment 1C Construction				\$8,000,000
SBCTA	Barstow Mojave Bridges Construction		\$5,427,718		
<b>SBCTA</b>	<b>Barstow Mojave Bridges Construction<sup>1</sup></b>		<b>(\$5,427,718)</b>		
SBCTA	I-10 Cedar Caltrans Design Support during Construction	\$480,000			
SBCTA	I-10 Contract 1 (DB contingency)	\$3,519,873			
SBCTA	I-10 Contract 1 PCM Increase (1/2023)	\$13,193,974	\$818,089		
SBCTA	I-10 Contract 1 Project Cost Increase (proposed 3/2023) <sup>2</sup>		\$5,800,000		
<b>SBCTA</b>	<b>I-10 Contract 2 Construction<sup>3</sup></b>			<b>\$4,991,338</b>	<b>\$12,185,656</b>
SBCTA	I-215 University Pkwy Construction	\$573,153			
SBCTA	US-395 Phase 2, I-15 to SR 18		\$3,562,059		
<b>SBCTA</b>	<b>US-395 Phase 2, I-15 to SR 18<sup>4</sup></b>		<b>\$12,955,654</b>	<b>\$5,691,346</b>	
SBCTA	I-15 Contract 1 Construction Fund Swap with RCTC <sup>5</sup>		\$1,080,000		
SBCTA	I-15 Contract 1 Construction <sup>6</sup>		\$5,553,198	\$4,645,934	
Twentynine Palms	SR62 Phase 2B Widening, Encelia to Larrea Construction				\$4,106,204
Twentynine Palms	SR62 Phase 2B Widening, Encelia to Larrea Construction <sup>7</sup>				(\$4,106,204)
Annual Total Planned		\$18,267,000	\$29,769,000	\$29,758,000	\$29,747,000
Annual Programming Capacity Balance		\$0	\$0	\$0	\$0
Cumulative Balance		\$0	\$0	\$0	\$0

\*Programming capacity in Fiscal Year 2022/2023 is reduced to account for an apportionment loan payback to Ventura County Transportation Commission

### Notes to Table 1

<sup>1</sup> The City of Barstow is coordinating with Caltrans to add the Mojave Overflow Bridge to this project and cannot proceed with design until this has been approved. SBCTA can replace the planned STP funds with other funds, such as Local Partnership Program funds, or can nominate this project to SCAG for STP funds in the future when the project is ready to proceed.

<sup>2</sup> There is a concurrent agenda item that recommends the allocation of \$5.8 million in STP funds to fund a project cost increase on the Interstate 10 (I-10) Contract 1 Project.

<sup>3</sup> These STP funds can replace a like amount of Measure I Freeway Program funds on the I-10 Contract 2 project and reduce the bonding need in that program.

<sup>4</sup> There is currently \$18.647 million in State Transportation Improvement Program funds programmed for the US 395 Phase 2 Widening Project in Fiscal Year 2025/2026, which is beyond the initiation of construction of the project. Replacing these funds with STP funds will ensure the funding is available when the project is ready for construction. Additionally they will provide a backstop if the project is not successful in a State Trade Corridor Enhancement Program (TCEP) competitive grant award.

<sup>5</sup> Riverside County Transportation Commission (RCTC) has TCEP funds available for the cost of the Interstate 15 (I-15) Contract 1 Project being constructed in their County. However, TCEP funds cannot be used for required Caltrans oversight work associated with the project. This would swap \$1.08 million of SBCTA STP funds to be used to fund this oversight work for \$1.08 million of RCTC TCEP funds to be used on construction in San Bernardino County.

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<sup>6</sup> These STP funds can replace a like amount of Measure I Freeway Program funds on the I-15 Contract 1 Project and reduce the bonding need in that program.

<sup>7</sup> The City of Twentynine Palms has indicated this project will likely not meet this construction schedule. SBCTA can replace the planned STP funds with other funds, such as Local Partnership Program funds, or can nominate this project to SCAG for STP funds in the future when the project is ready to proceed.

**Table 2 – Proposed CMAQ Programming through Fiscal Year 2025/2026**

Agency	Project	Annual Programming Capacity/Proposed Programming			
		Grandfathered Years			
		2023	2024	2025	2026
		<b>\$46,043,076</b>	<b>\$32,100,718</b>	<b>\$32,090,718</b>	<b>\$32,080,518</b>
MARTA	Buses/Infrastructure	\$724,129	\$316,524		\$3,046,887
MBTA	Buses/Infrastructure		\$745,070	\$904,072	
OmniTrans	Buses/Infrastructure		\$19,976,014	\$26,486,646	\$17,117,915
SBCTA	SCAB Rideshare			\$2,200,000	
SBCTA	MDAB Rideshare		\$700,000		\$700,000
SBCTA	I-10 Contract 1 (DB Contingency)	\$7,181,264			
SBCTA	<b>I-15 Contract 1 Construction (RCTC Contribution)<sup>1</sup></b>	<b>\$12,934,000</b>			
SBCTA	<b>I-15 Contract 1 Construction<sup>2</sup></b>	<b>\$11,175,958</b>	<b>\$7,069,110</b>		<b>\$7,465,716</b>
SBCTA	West Valley Connector	\$11,275,000			
SBCTA	Tunnel to Ontario International Airport		\$1,980,000		
VVTA (North Desert)	Buses/Infrastructure		\$650,000		\$650,000
VVTA (Victor Valley)	Buses/Infrastructure	\$2,725,000	\$664,000	\$2,500,000	\$3,100,000
Yucca Valley	SR-62 Signal Synch Church St to Yucca Mesa/ La Contenta Rd Balance	\$27,725			
Annual Total Planned		\$46,043,076	\$32,100,718	\$32,090,718	\$32,080,518
Annual Programming Capacity Balance		\$0	\$0	\$0	\$0
Cumulative Balance		\$0	\$0	\$0	\$0

Notes to Table 2

<sup>1</sup> RCTC has proposed to contribute \$12.934 million to the I-15 Contract 1 Project and will provide a CMAQ apportionment transfer to SBCTA to cover the contribution, thus increasing the Fiscal Year 2022/2023 programming capacity.

<sup>2</sup> These CMAQ funds can replace a like amount of Measure I Freeway Program funds on the I-15 Contract 1 Project and reduce the bonding need in that program.

The proposed programming in Tables 1 and 2 will ensure that no excess programming capacity remains through Fiscal Year 2025/2026. In the event the programming targets change, staff recommends the Board authorize staff to make adjustments to the US 395 Phase 2 Widening Project, I-10 Contract 2 Project, or the I-15 Contract 1 Project as necessary to maximize the programming to the funding available.

**Financial Impact:**

This item is consistent with the Fiscal Year 2022/2023 Budget.

**Reviewed By:**

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 9, 2023. This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on February 17, 2023.

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***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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San Bernardino County Transportation Authority



## ATTACHMENT 1

Table 1 - STP Programming

Agency	Project	Annual Programming Capacity/Planned Programming							
		Grandfathered Years				10-Year Delivery Plan			
		2023*	2024	2025	2026	2027	2028	2029	2030
		\$18,267,000	\$29,769,000	\$29,758,000	\$29,747,000	\$29,747,000	\$29,747,000	\$29,747,000	\$29,747,000
SB County	Baker Bridge				\$9,561,344				
SB County	National Trails Highway Bridges		\$7,527,936.00	\$6,901,446.00		\$8,858,478.00			\$13,199,148.00
SB County	Needles Highway Segment 1C Right of Way	\$500,000							
SB County	Needles Highway Segment 1C Construction				\$8,000,000				
SB County	Phelan Rd Widening					\$23,399,874			
SBCTA	Barstow Mojave Bridges Construction		\$5,427,718						
SBCTA	I-10 Cedar Caltrans Design Support during Construction	\$480,000							
SBCTA	I-10 Contract 1 (DB contingency)	\$3,519,873							
SBCTA	I-10 Contract 1 PCM Increase (1/2023)	\$13,193,974	\$818,089						
SBCTA	I-10 Contract 1 Project Cost Increase (proposed 3/2023)		\$5,800,000						
SBCTA	I-215 University Pkwy Construction	\$573,153							
SBCTA	US-395 Phase 2, I-15 to SR 18		\$3,562,059						
Twentynine Palms	SR62 Phase 2B Widening, Encelia to Larrea Construction				\$4,106,204				
Yucca Valley	SR 62 Widening, Sage to Airway Construction							\$14,797,095	
Annual Total Planned		\$18,267,000	\$23,135,802	\$6,901,446	\$21,667,548	\$32,258,352	\$0	\$14,797,095	\$13,199,148
Annual Programming Capacity Balance		\$0.00	\$6,633,198.00	\$22,856,554.00	\$8,079,452.00	(\$2,511,352.00)	\$29,747,000.00	\$14,949,905.00	\$16,547,852.00
Cumulative Balance		\$0.00	\$6,633,198.00	\$29,489,752.00	\$37,569,204.00	\$35,057,852.00	\$64,804,852.00	\$79,754,757.00	\$96,302,609.00

\* Programming capacity in Fiscal Year 2022/2023 is reduced to account for an apportionment loan payback to Ventura County Transportation Commission

Table 2 - CMAQ Programming

Agency	Project	Annual Programming Capacity/Planned Programming							
		Grandfathered Years				10-Year Delivery Plan			
		2023	2024	2025	2026	2027	2028	2029	2030
		\$33,109,076	\$32,100,718	\$32,090,718	\$32,080,518	\$32,080,518	\$32,080,518	\$32,080,518	\$32,080,518
MARTA	Buses/Infrastructure	\$724,129	\$316,524	\$0	\$3,046,887	\$2,750,322	\$821,931	\$0	\$1,851,448
MBTA	Buses/Infrastructure		\$745,070	\$904,072	\$0	\$876,513	\$595,579	\$1,040,485	\$3,053,006
Omnitrans	Buses/Infrastructure	\$0	\$19,976,014	\$26,486,646	\$17,117,915	\$26,369,560	\$27,142,452	\$28,672,131	\$2,345,204
SBCTA	SCAB Rideshare			\$2,200,000		\$2,800,000		\$2,800,000	
SBCTA	MDAB Rideshare		\$700,000		\$700,000		\$900,000		\$900,000
SBCTA	I-10 Contract 1 (DB Contingency)	\$7,181,264							
SBCTA	West Valley Connector	\$11,275,000							
SBCTA	Tunnel to Ontario International Airport		\$1,980,000						
VVTA (North Desert)	Buses/Infrastructure	\$0	\$650,000	\$0	\$650,000	\$0	\$650,000		\$650,000
VVTA (Victor Valley)	Buses/Infrastructure	\$2,725,000	\$664,000	\$2,500,000	\$3,100,000	\$2,500,000	\$3,465,983	\$6,311,981	\$5,658,869
Yucca Valley	SR-62 Signal Synch Church St to Yucca Mesa/ La Contenta Rd Balance	\$27,725							
Annual Total Planned		\$21,933,118	\$25,031,608	\$32,090,718	\$24,614,802	\$35,296,395	\$33,575,945	\$38,824,597	\$14,458,527
Annual Programming Capacity Balance		\$11,175,958.00	\$7,069,110.30	\$0.00	\$7,465,715.95	(\$3,215,876.95)	(\$1,495,427.18)	(\$6,744,078.55)	\$17,621,990.98
Cumulative Balance		\$11,175,958.00	\$18,245,068.30	\$18,245,068.30	\$25,710,784.25	\$22,494,907.30	\$20,999,480.13	\$14,255,401.58	\$31,877,392.56

## ***Minute Action***

### AGENDA ITEM: 29

***Date:*** March 1, 2023

***Subject:***

Fiscal Year 2022/2023 Low Carbon Transit Operations Program Apportionment - Population Share

***Recommendation:***

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

A. Approve a Low Carbon Transit Operations Program - Population Share Apportionment for Fiscal Year 2022/2023 of \$5,338,388 to be apportioned to the Valley and the Mountain/Desert areas based on the 2022 California Department of Finance Population Data as follows:

- i. Valley Fiscal Year 2022/2023 Apportionment: \$3,866,483
- ii. Mountain/Desert Fiscal Year 2022/2023 Apportionment: \$1,471,905

***Background:***

The Low Carbon Transit Operations Program (LCTOP), established by the California Legislature in 2014 by Senate Bill 862, is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program. The LCTOP was created to provide transit operating and capital assistance to eligible agencies in an effort to reduce greenhouse gas emissions and improve mobility with an emphasis on serving disadvantaged communities. Auction proceeds from the California Air Resources Board (CARB) Cap-and-Trade Program are deposited into the Greenhouse Gas Reduction Fund (GGRF), which provides funding for a variety of programs designed to provide economic, environmental, and public health co-benefits. Five percent of the proceeds deposited into the GGRF are continually appropriated to fund the LCTOP.

Eligible projects funded by the LCTOP include expenditures that support new or expanded transit services or expanded intermodal transit facilities, operational expenditures that increase transit mode share, free or reduced transit fares, and expenditures related to the purchase of zero-emission buses or infrastructure. Projects are required to reduce greenhouse gas emissions. For agencies whose service area includes a Disadvantaged Community (DAC), at least fifty percent of the total monies received shall be expended on projects that will benefit the DAC. Effective this cycle, legislative changes removed the restriction that limited LCTOP for operations projects to five years from the date of implementation.

Administered by the California Department of Transportation (Caltrans), LCTOP funds are apportioned to eligible agencies utilizing the State Transit Assistance (STA) Program formula. The formula apportions fifty percent of LCTOP funds by population and the remaining fifty percent by operator revenues from the prior Fiscal Year (FY) in accordance with California Public Utilities Code (CPUC) section 99313 and CPUC section 99314, respectively. The State Controller's Office (SCO) is responsible for determining the funding levels for CPUC section 99313 (Population Share) and CPUC section 99314 (Operator Share) funds. Agencies eligible to receive LCTOP funding include the San Bernardino County Transportation Authority (SBCTA), Morongo Basin Transit Authority (MBTA), Mountain Transit, Victor Valley Transit Authority (VVTa), City of Needles, Omnitrans, and Southern California Regional Rail Authority (SCRRA). While SBCTA is responsible for allocating LCTOP-Population Share funds to projects in the San Bernardino region, the transit operators

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eligible to receive LCTOP-Operator Share funds must work directly with Caltrans to receive their LCTOP-Operator Share allocations.

Although the SCO had not released the final apportionment amounts as of the preparation of this agenda item, the amount of FY 2022/2023 LCTOP-Population Share funds available to SBCTA is estimated at \$5,338,388 based on auction proceeds resulting from the CARB Cap-and-Trade Program. Final SCO apportionments will be included as part of the subsequent LCTOP Allocations and Project List item slated for Board consideration in April. In accordance with the LCTOP Allocation Principles approved by the Board in July 2015 at the inception of the LCTOP, SBCTA staff is recommending that these funds be apportioned to the Valley and Mountain/Desert subareas based on population. Additionally, while not included in the LCTOP Allocation Principles, SBCTA staff also recommends further apportioning of the Mountain/Desert LCTOP-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas, which is consistent with past apportionment formula practices for other fund sources such as the Local Transportation Fund and Senate Bill 1 State of Good Repair funding. Final proposed apportionments based on a population formula are shown below in Table 1.

**Table 1 – FY 2022/2023 LCTOP-Population Share Apportionment<sup>1</sup>**

<b>Apportionment Area</b>	<b>Population<sup>2</sup></b>	<b>Percentage</b>	<b>Total FY 2022/2023 Apportionment<sup>3</sup></b>
Valley	1,584,480	72.43%	\$3,866,483
Mountain/Desert	603,185	27.57%	\$1,471,905
<i>MBTA</i>	<i>71,822</i>	<i>11.91%</i>	<i>\$175,262</i>
<i>Mountain Transit</i>	<i>50,897</i>	<i>8.44%</i>	<i>\$124,200</i>
<i>VVTA</i>	<i>475,590</i>	<i>78.85%</i>	<i>\$1,160,545</i>
<i>City of Needles</i>	<i>4,876</i>	<i>0.81%</i>	<i>\$11,898</i>
<b>Total</b>	<b>2,187,665</b>	<b>100.00%</b>	<b>\$5,338,388</b>
<sup>1</sup> Due to rounding, some totals may not correspond with the sum and/or products of the figures displayed.			
<sup>2</sup> Population Source: California Department of Finance and County Demographic Research Unit July 2022			
<sup>3</sup> Total population share amount is determined by the State Controller's Office.			

For information, the Operator Share Estimate for all operators is shown in Table 2.

**Table 2 – FY 2022/2023 LCTOP-Operator Share Estimate (Provided by SCO)**

<b>Operator</b>	<b>Operator Share Estimate</b>
Omnitrans	\$575,417
SCRRA	\$449,694
MBTA	\$17,253
Mountain Transit	\$9,480
VVTA	\$76,045
City of Needles	\$977
<b>Total</b>	<b>\$1,128,865</b>

The total FY 2022/2023 LCTOP-Population Share apportionment for the Valley totals \$3,866,483 and for the Mountain/Desert totals \$1,471,905, for a total FY 2022/2023 Population Share apportionment of \$5,338,388.

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***Financial Impact:***

This item has no financial impact on the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023.

***Responsible Staff:***

James Mejia, Management Analyst II

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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San Bernardino County Transportation Authority

## ***Minute Action***

AGENDA ITEM: 30

***Date:*** March 1, 2023

***Subject:***

Fiscal Year 2023/2024 State of Good Repair Program Apportionment

***Recommendation:***

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

A. Approve a State of Good Repair – Population Share Apportionment for Fiscal Year (FY) 2023/2024 of \$3,539,505 to be apportioned to the Valley and the Mountain/Desert areas, based on the population estimates approved by the San Bernardino County Transportation Authority Board of Directors in July 2022, as follows:

- i. Valley FY 2023/2024 Apportionment: \$2,563,589
- ii. Mountain/Desert FY 2023/2024 Apportionment: \$975,916

B. Authorize staff to release State of Good Repair - Operator Share funds received in excess of the allocated amount to operators as the funds are received.

***Background:***

Senate Bill (SB) 1, also known as the Road Repair and Accountability Act of 2017, was approved on April 28, 2017, and is estimated to provide over \$50 billion in new transportation funding over a decade to improve transit service and repair highways, bridges, and local roads. The State of Good Repair (SGR) Program, derived from the approval of SB1, is funded from a portion of a Transportation Improvement Fee on vehicle registrations and provides approximately \$105 million annually to transit operators in California for eligible maintenance, rehabilitation, and capital projects. While SB1 addresses a variety of transportation needs, the SGR Program has a specific goal of keeping transit systems in a state of good repair, including the maintenance and rehabilitation of transit facilities and vehicles and the purchase of new transit vehicles.

Administered by the California Department of Transportation (Caltrans), SGR Program funds are apportioned to eligible agencies using the State Transit Assistance (STA) Program formula. The formula apportions fifty (50) percent of the available SGR funds by population and the remaining fifty (50) percent by operator revenues from the prior Fiscal Year (FY), in accordance with California Public Utilities Code (CPUC) Section 99313 and CPUC Section 99314, respectively. The State Controller's Office (SCO) is responsible for determining the estimated funding levels for CPUC Section 99313 (Population Share) and CPUC Section 99314 (Operator Share) funds. The San Bernardino County Transportation Authority (SBCTA), as the regional transportation planning agency, will receive direct allocations of SGR funds in accordance with CPUC Section 99312.2(c) and is responsible for allocating SGR-Population Share funds to projects based on local need and sub-allocating SGR-Operator Share funds to the transit operators in the region based on the amounts published by the SCO. SBCTA is further responsible for providing a list annually to Caltrans of all projects proposed to be funded with SGR funds made available to San Bernardino County. Agencies eligible to receive SGR funds include SBCTA, Omnitrans, Victor Valley Transit Authority (VVTa), Morongo Basin Transit Authority (MBTA), Mountain Transit, City of Needles, and Southern California Regional Rail Authority (SCRRA).

For the San Bernardino region, the SCO estimated a FY 2023/2024 apportionment of \$3,506,546 in Population Share funds and ~~\$582,592~~ **\$741,501** in Operator Share funds, for a total of

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~~\$4,089,138~~ **\$4,248,047**. An additional \$32,959 will be added to the Population Share from interest earned on the SGR fund balance. Consistent with the CPUC Section 99313 funding formula utilized by the SCO, SBCTA staff recommends apportioning FY 2023/2024 SGR-Population Share funds to the Valley and Mountain/Desert subareas based on the ratio of the population of these subareas to the total population of San Bernardino County. SBCTA staff recommends further apportioning the Mountain/Desert SGR-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The Valley SGR-Population Share apportionment is available to Omnitrans, SBCTA, and SCRRRA. Project recommendations for the Valley Share are based on identified need, project schedules, and the availability of alternate fund sources. Table 1 below indicates the total SGR amount available for allocation for the FY 2023/2024 apportionment, including the additional \$32,959.

**Table 1 – FY 2023/2024 SGR-Population Share Apportionment**

Prior Year Excess Population Revenue & Accrued Interest <sup>1</sup>			\$32,959
Estimated FY 2023/2024 Population Formula Share <sup>2</sup>			\$3,506,546
<b>Total Estimated Funds Available</b>			<b>\$3,539,505</b>
<b>Apportionment Area</b>	<b>Population<sup>3</sup></b>	<b>Percentage</b>	<b>Apportionment</b>
Valley	1,584,480	72.43%	\$2,563,589
Mountain/Desert	603,185	27.57%	\$975,916
<i>MBTA</i>	71,822	11.91%	<i>\$116,204</i>
<i>Mountain Transit</i>	50,897	8.44%	<i>\$82,348</i>
<i>VVTA</i>	475,590	78.85%	<i>\$769,475</i>
<i>City of Needles</i>	4,876	0.81%	<i>\$7,889</i>
<b>TOTAL<sup>4</sup></b>	<b>2,187,665</b>	<b>100.00%</b>	<b>\$3,539,505</b>

<sup>1</sup> Apportionment includes revenue over FY 2021/2022 estimate + interest.

<sup>2</sup> Formula Share amount is determined by the SCO.

<sup>3</sup> Population Source: California Department of Finance and County Demographic Research Unit July 2022.

<sup>4</sup> Numbers may not foot due to rounding.

As required, SGR-Operator Share funds will be allocated to the transit operators in the San Bernardino region based on the amounts determined by the SCO. For information, the Operator Share Estimate for all operators is shown in Table 2.

**Table 2 – FY 2023/2024 SGR-Operator Share Allocations  
(Provided by SCO)**

<b>Operator</b>	<b>Operator Share Estimate</b>
Omnitrans	<del>\$178,512</del> <b>\$377,966</b>
SCRRRA	<del>\$293,433</del> <b>\$295,384</b>
VVTA	<del>\$80,580</del> <b>\$49,950</b>
MBTA	<del>\$18,235</del> <b>\$11,332</b>
Mountain Transit	<del>\$10,536</del> <b>\$6,227</b>
City of Needles	<del>\$1,296</del> <b>\$642</b>
<b>Total</b>	<del>\$582,592</del> <b>\$741,501</b>

Because the apportionment amounts are estimates, there will be variances in the final amounts received. If Population Share apportionments are less than the estimate, every allocation will be reduced proportionally, and the operator will have the option to backfill the amount with a future year allocation. Any Population Share apportionments received in excess of the estimate will be apportioned and allocated in a subsequent FY. Staff recommends that any Operator Share apportionments received in excess of the estimate be immediately released to the operators as SBCTA has no discretion in the apportionment of these funds. Additionally, Caltrans does not require revised allocation documents to account for differences between estimates and actuals; any variances are noted in required annual reports. The original and final FY 2021/2022 allocations are presented in Table 3 for information.

**Table 3 – FY 2021/2022 SGR-Population Share and Operator Share Allocations**

Agency	Approved Fiscal Year 2021/2022 SGR Allocations			Actual Fiscal Year 2021/2022 SGR Allocations		
	Population Share	Operator Share	Total Allocation	Actual Population Share	Actual Operator Share	Total Actual Allocation
Omnitrans	\$2,683,866 <sup>1</sup>	\$353,504	\$3,037,370	\$2,676,182	\$351,583	\$3,027,765
SCRRA	\$0	\$276,266	\$276,266	\$0	\$274,765	\$274,765
MBTA	\$116,516	\$10,599	\$127,115	\$116,143	\$10,541	\$126,685
Mountain Transit	\$78,099	\$5,824	\$83,923	\$77,849	\$5,792	\$83,641
City of Needles	\$7,959	\$600	\$8,559	\$7,934	\$597	\$8,531
VVTA	\$706,462	\$46,718	\$753,180	\$704,198	\$46,464	\$750,662
<b>Total</b>	<b>\$3,592,903</b>	<b>\$693,511</b>	<b>\$4,286,414</b>	<b>\$3,582,306</b>	<b>\$689,743</b>	<b>\$4,272,048</b>

<sup>1</sup> Included \$285,886 of reallocated Valley Population Share funds from prior years that were surplus to the allocation for SBCTA's Santa Fe Depot project.

**Financial Impact:**

This item is consistent with the Fiscal Year 2022/2023 Budget.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023. **On February 9, 2023, the SCO published a reissuance of the FY 2023/2024 SGR estimates for the SGR-Operator Share, which are noted in bold in the item and do not affect the action taken by the Transit Committee.**

**Responsible Staff:**

James Mejia, Management Analyst II

Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 31

***Date:*** March 1, 2023

***Subject:***

Local Transportation Fund Apportionment for Fiscal Year 2023/2024

***Recommendation:***

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

A. Maintain Fiscal Year (FY) 2022/2023 Local Transportation Fund apportionment of \$188,144,583, as approved by the Board of Directors (Board) on March 2, 2022.

B. Approve a FY 2023/2024 Fund Reserve of \$15,015,783, representing 10% of the estimated annual revenues for unexpected financial need per Policy No. 31010.

C. Approve a Local Transportation Fund estimated apportionment of \$182,615,139 for FY 2023/2024 as detailed in Attachment A, based on \$150,157,833 in estimated receipts plus a carryover of \$34,104,506 from actual revenue and interest received in FY 2021/2022 over the estimate the Board approved on March 2, 2021, the return of the unused FY 2022/2023 Fund Reserves, less the Fund Reserves in Recommendation B.

***Background:***

As required by the Transportation Development Act (TDA), the San Bernardino County Transportation Authority (SBCTA) must analyze and evaluate the total amount of Local Transportation Fund (LTF) revenue anticipated to be available and relative needs and annually determine the amount to be allocated to each claimant. The first step in this process is to determine how much apportionment each area receives based on population data.

Pursuant to Section 6620 of the California Code of Regulations (CCR), the San Bernardino County Auditor/Controller (Auditor) is to provide SBCTA with an estimate of LTF revenue available for apportionment and allocation during the ensuing year, Fiscal Year (FY) 2023/2024, and, if requested, a revised or updated estimate of revenues for current FY 2021/2022 prior to February 1, 2022. Section 6644 of the CCR requires that SBCTA determine and advise all prospective claimants of the amount of all area apportionments for the next FY by March 1, 2023.

The total annual LTF apportionment is a function of three components.

1. Projected annual revenue
2. Prior audited, unapportioned fund balance
3. Fund reserve

Annually, SBCTA staff analyzes LTF receipts and revenue trends and presents the Auditor with an estimate of current year and subsequent year LTF revenue projections. This year, the Auditor replied with information from the Legislative Analyst's office on a bleaker FY 2023/2024 outlook and reduced the SBCTA estimate for FY 2023/2024 by approximately \$6 million. SBCTA staff is recommending a FY 2023/2024 revenue estimate of \$150,157,833 in concurrence with the Auditor's proposed revenue estimate.

*Entity: San Bernardino County Transportation Authority*



## Board of Directors Agenda Item

March 1, 2023

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Any difference between actual revenue received versus the estimate that was approved by the SBCTA Board of Directors (Board) for that FY is captured in the second component of the annual apportionment calculation, the prior year audited and unapportioned fund balance. The difference, including interest and investment earnings/losses, is included in the fund balance in the annual financial audit. In this instance, the unapportioned amount of \$34,104,506 is made up of actual revenue plus interest received above the FY 2021/2022 estimate approved by the Board on March 2, 2022.

Finally, the third component of the apportionment is the fund reserve. In the proposed FY 2023/2024 LTF apportionment, staff is recommending a fund reserve of \$15,015,783, calculated as 10% of the annual estimated LTF revenue, consistent with Policy No. 31010 adopted by the Board on December 6, 2017. This reserve is to be maintained for operators based on a population pro-rata share and is intended to remedy an immediate economic shortfall or address extreme or unusual circumstances. The prior year's fund reserve of \$13.4 million gets returned as part of the overall funds available for apportionment.

The total proposed FY 2023/2024 LTF apportionment is included in Attachment A. The three components of revenue are included at the top of the table. The resulting total apportionment is \$182,615,139, a decrease of \$5.5 million compared to the prior year, which is a result of a lower unapportioned amount in this apportionment. If the total apportionment is approved, the individual amounts of apportionment that would be provided to eligible claimants are outlined in Attachment A. The first section pertains to administration and planning, the second section pertains to non-motorized transportation, and the third section pertains to the Valley and Mountain/Desert jurisdictions for eligible expenditures.

Pursuant to Section 99233.1 of the California Public Utilities Code (CPUC), SBCTA and the Auditor shall allocate such sums as are necessary for the administrative responsibilities under the TDA. The Auditor's staff is requesting an allocation of \$32,508, slightly less than the amount allocated in FY 2022/2023. SBCTA's administrative costs include conducting the LTF and State Transit Assistance (STA) Funds financial and performance audits; staff time associated with processing allocations and disbursements, fiscal tracking, and conducting Public and Specialized Transportation Advisory and Coordination Council (PASTACC) meetings and unmet needs hearings when needed; and a portion of SBCTA's indirect costs. Staff is requesting 1% of the estimated funds available, or \$1,826,151 for SBCTA's administrative costs in FY 2023/2024, consistent with the indirect methodology outlined in Policy No. 20600.

Pursuant to Section 99233.2(b)(1) of the CPUC, up to 3% of the annual LTF revenues may be allocated to SBCTA for its transportation planning and programming functions. The amount of LTF planning funds available for this purpose for FY 2023/2024 is \$5,478,454. This is a critical component of funding for staff activities that are not directly related to Measure I and a portion of SBCTA's administrative costs.

Further, pursuant to Section 99233.2(b)(2) of the CPUC, Southern California Association of Governments (SCAG) is to be allocated up to 3/4% of the annual LTF revenues. For FY 2023/2024, the allocation to SCAG is \$1,369,614.

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Lastly, in accordance with Section 99233.3 of the CPUC (Article 3), 2% of the remaining balance following allocations for administration and planning is made available to counties and cities, through a competitive grant process, for facilities provided for the exclusive use of pedestrians and bicycles. The allocation for pedestrian and bicycle related projects for FY 2023/2024 is \$3,478,168. SBCTA conducts an Article 3 call-for-projects every two years. The next call-for-projects is tentatively scheduled for spring 2023.

The balance of LTF is available for apportionment to the Valley and to each individual city and county area in the Mountain/Desert subareas based on the population estimates approved by the Board for FY 2022/2023 in July 2022. While apportionments are made to individual jurisdictions in the Mountain/Desert subareas, the funds are first allocated to the respective transit operators for transit purposes, and any unused apportionment is returned to the local jurisdictions for streets and roads purposes in the subsequent FY.

SBCTA received concurrence on January 26, 2023, on the estimated funds available for apportionment included in Attachment A from the Auditor.

***Financial Impact:***

SBCTA is the designated agency responsible for the administration of LTF for San Bernardino County. Adoption of the LTF apportionment will provide SBCTA, SCAG, transit agencies, and local jurisdictions with revenue estimates to use for FY 2023/2024 budgeting purposes. This item has no financial impact on the FY 2022/2023 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023.

***Responsible Staff:***

Brianna Martinez, Management Analyst III

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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San Bernardino County Transportation Authority

**San Bernardino County Local Transportation Fund  
Fiscal Year 2023/2024 Apportionment**

			<b>APPORTIONMENT<sup>1</sup></b>
Prior Year Audited Unrestricted Fund Balance <sup>2</sup>			\$ 34,104,506
Estimated Annual LTF Receipts <sup>3</sup>			\$ 150,157,833
Returned FY 2022/2023 Fund Reserve			\$ 13,368,583
Proposed FY 2023/2024 Fund Reserve <sup>4</sup>			\$ (15,015,783)
Proposed Additional Fund Reserve <sup>5</sup>			\$ -
<i>Allocation of Transit Reserves:</i>			
Valley	\$ 10,875,618		
Victor Valley Transit Authority (VVTA)	\$ 3,264,374		
Mountain Transit (MARTA)	\$ 349,349		
Morongo Basin Transit Authority (MBTA)	\$ 492,975		
City of Needles	\$ 33,468		
<b>Total Estimated Funds Available</b>			<b>\$ 182,615,139</b>
Auditor's Administrative Cost <sup>5</sup>			\$ 32,508
SBCTA's Administrative Cost Set-Aside <sup>6</sup>			\$ 1,826,151
SBCTA Planning <sup>7</sup>			\$ 5,478,454
SCAG Planning <sup>8</sup>			\$ 1,369,614
<b>Resulting Balance</b>			<b>\$ 173,908,412</b>
Article 3 (SB821) Program <sup>9</sup>			\$ 3,478,168
<b>Balance Available for Apportionment</b>			<b>\$ 170,430,244</b>
<b>Apportionment Area</b>	<b>Population<sup>10</sup></b>	<b>Percentage<sup>1</sup></b>	<b>APPORTIONMENT<sup>1</sup></b>
Valley	1,584,480	72.43%	\$ 123,439,061
Adelanto	36,357	1.66%	\$ 2,832,395
Apple Valley	75,628	3.46%	\$ 5,891,806
Barstow	25,202	1.15%	\$ 1,963,364
Big Bear Lake	5,041	0.23%	\$ 392,720
Hesperia	100,324	4.59%	\$ 7,815,750
Needles	4,876	0.22%	\$ 379,865
Twentynine Palms	27,685	1.27%	\$ 2,156,802
Victorville	136,561	6.24%	\$ 10,638,797
Yucca Valley	21,813	1.00%	\$ 1,699,344
County - Unincorporated			
Colorado River (VVTA)	1,995	0.09%	\$ 155,421
Morongo Basin (MBTA)	22,324	1.02%	\$ 1,739,153
Mountains (MARTA)	45,856	2.10%	\$ 3,572,416
North Desert (VVTA)	30,369	1.39%	\$ 2,365,900
Victor Valley (VVTA)	69,154	3.16%	\$ 5,387,449
<b>Total</b>	<b>2,187,665</b>	<b>100.00%</b>	<b>\$ 170,430,244</b>

<sup>1</sup> Due to rounding, some totals may not correspond with the sum and/or products of the figures displayed.

<sup>2</sup> Difference between the FY 2021/2022 revenue estimate and the actual amount received + interest.

<sup>3</sup> Estimate based off of letter from auditor received January 2023 and Legislative Analyst's Office.

<sup>4</sup> Reserve is 10% of annual estimated LTF revenue per Policy 31010.

<sup>5</sup> Estimate provided by County Auditor in January 2023.

<sup>6</sup> SBCTA's Administrative Cost set-aside is 1% of Total Estimated Funds Available. Expenditures includes staff time associated with administration of TDA funds, audits, TDA update work, unmet needs hearings and a portion of agency indirect costs.

<sup>7</sup> SBCTA Planning set-aside is 3% of Total Estimated Funds Available.

<sup>8</sup> SCAG Planning set-aside is 3/4% of Total Estimated Funds Available.

<sup>9</sup> Article 3 (SB821) Program set-aside is 2% of Resulting Balance.

<sup>10</sup> Population Source: California Department of Finance and County Demographic Research Unit January 2022

## ***Minute Action***

AGENDA ITEM: 32

***Date:*** *March 1, 2023*

***Subject:***

State Transit Assistance Fund-Population Share Apportionment for Fiscal Year 2023/2024

***Recommendation:***

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

Approve a State Transit Assistance Fund-Population Share Apportionment for Fiscal Year 2023/2024 of \$26,103,518 based on the State Controller's Office estimate on January 31, 2023, to be apportioned \$22,284,689 to the Valley and \$8,483,408 to the Mountain/Desert areas based on the population estimates approved by the San Bernardino County Transportation Authority Board of Directors in July 2022.

***Background:***

Pursuant to the California Public Utilities Code (CPUC) Section 99312, the San Bernardino County Transportation Authority (SBCTA) receives State Transit Assistance (STA) funds, which are derived from the statewide sales tax on diesel fuel, from the State Controller's Office (SCO). This funding is allocated as follows: 1) 50% for CPUC 99313 STA-Population (STA-Pop) Share based on the ratio of the population of the area under its jurisdiction to the total population of the state and 2) 50% for CPUC 99314 STA-Operator (STA-Op) Share, which is specific monies for operators and allocated based on the ratio of the total prior year transit operator passenger fare and local support revenues, as well as member agencies, to the total revenue of all operators in the state and member agencies. The amount of STA-Op Share funds available to each transit operator on an annual basis is determined by the State of California (State), and SBCTA functions as a pass through agency for this portion of STA.

SBCTA apportions STA-Pop Share funds to the Valley and Mountain/Desert areas based on the population of these larger subareas to the population of the county as a whole. Historically, STA funds were allocated to specific projects as needs were identified because revenues had been unstable, and operators needed to meet efficiency standards to use STA for operating expenses. This "pass or fail" efficiency standard could result in operators that are eligible for operations funding in one year not being eligible the next. However, changes to State law concerning the use of these funds for operations provided additional flexibility to use STA for operating expenses.

Senate Bill (SB) 1 helped stabilize the STA program after years of uncertain revenues, but as a sales tax on diesel fuel, the price of diesel fuel affects the amount of revenue available. Consequently, SBCTA takes a conservative approach to long-term revenue projections. However, for annual apportionments, SBCTA uses the estimates published each January by the SCO. For Fiscal Year (FY) 2023/2024, the SCO estimates ~~\$30,440,462~~ **\$31,623,413** (\$26.1 million STA-Pop, ~~\$4.3~~ **\$5.5 million** STA-Op), which is an increase of ~~24%~~ **29%** over the previous year's estimate, and ~~28%~~ **33%** over FY 2021/2022 actual revenue of \$23,839,096 (\$19.6 million STA-Pop, \$4.2 million STA-Op).

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

March 1, 2023

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The total annual STA apportionment is a function of three components.

1. Projected annual revenue
2. Prior year audited, unrestricted balance
3. Fund Reserve

Table 1 below shows the staff recommended STA-Pop apportionment for FY 2023/2024 of \$30,768,097. The total apportionment includes a STA-Pop revenue estimate of \$26,103,518, consistent with the STA estimate that was made available on January 31, 2023, by the SCO. The prior year audited, unrestricted balance represents the difference between actual revenue received versus the estimate that was approved by the SBCTA Board of Directors (Board) for that FY, including interest. The FY 2023/2024 unrestricted balance is \$5.2 million. The FY 2021/2022 revenue estimate for STA-Pop was \$15.0 million, and actual revenue plus interest and investment earnings came in higher at \$20.2 million. The annual fund reserve of 10% of estimated STA-Pop revenue includes a return of the previous year's reserve, less a new reserve equal to 10% of the current year's STA-Pop revenue estimate per Policy 31010 adopted by the Board in December 2017. The resulting apportionments to the Valley and Mountain/Desert areas are based on the population estimates approved by the Board in July 2022.

**TABLE 1**  
**San Bernardino County State Transit Assistance Fund – Population Share**  
 Fiscal Year 2023/2024 Apportionment

			<b>APPORTIONMENT</b>
Prior Year Audited Unrestricted Balance <sup>1</sup>			\$ 5,249,595
Estimated Annual STA-Population Receipts <sup>2</sup>			26,103,518
Returned FY 2022/2023 Fund Reserve			2,025,336
Proposed FY 2023/2024 Fund Reserve <sup>3</sup>			(2,610,352)
<b>Total Estimated Funds Available</b>			<b>\$ 30,768,097</b>
<b>Apportionment Area</b>	<b>Population<sup>4</sup></b>	<b>Percentage</b>	<b>APPORTIONMENT</b>
Valley	1,584,480	72.43%	\$ 22,284,689
Mountain/Desert	603,185	27.57%	8,483,408
<b>Total</b>	<b>2,187,665</b>	<b>100.00%</b>	<b>\$ 30,768,097</b>

<sup>1</sup> The difference between actuals and estimates for FY21/22, less the unrestricted fund balance apportioned in FY21/22.

<sup>2</sup> Estimated Annual STA Receipts based on SCO estimate for FY23/24 January 31, 2023.

<sup>3</sup> Reserve is 10% of annual estimated STA revenue per Policy 31010.

<sup>4</sup> Population Source: California Department of Finance January 2022.

SBCTA is the designated agency responsible for the administration of the STA-Pop Share Apportionment for San Bernardino County. Adoption of the STA-Pop Share apportionment will provide SBCTA and the transit operators with revenue estimates to use for FY 2023/2024 budgeting purposes.

***Financial Impact:***

SBCTA is the designated agency responsible for the administration of the STA-Population Share Apportionment for San Bernardino County. Adoption of the STA Population apportionment will provide SBCTA and the transit operators with revenue estimates to use for Fiscal Year 2023/2024 budgeting purposes. This item has no financial impact on the Fiscal Year 2022/2023 budget.

San Bernardino County Transportation Authority

Board of Directors Agenda Item

March 1, 2023

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***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 9, 2023. **On February 9, 2023, the SCO published a reissuance of the FY 2023/2024 STA estimates for the STA-Op Share, which are noted in bold in the item and do not affect the action taken by the Transit Committee.**

***Responsible Staff:***

Brianna Martinez, Management Analyst III

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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San Bernardino County Transportation Authority

## ***Minute Action***

AGENDA ITEM: 33

***Date:*** *March 1, 2023*

***Subject:***

State Legislative Update

***Recommendation:***

Receive the February 2023 State Legislative Update.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from state advocates, California Advisors, LLC, updated the Legislative Policy Committee on February 8, 2023, on state legislative and fiscal issues.

### **Start of Legislative Session**

The California Legislature reconvened on January 4, 2023 to start off the 2023-24 Legislative Session. More than 600 bills have been introduced thus far this year. The deadline to introduce bills is February, 17, 2023.

The Senate President Pro Tempore and the Speaker of the Assembly announced committee assignments for the 2023-24 Legislative Session on January 5, 2023 and January 18, 2023, respectively. A list of the committee chairs, vice chairs and membership assignments for the members of the San Bernardino County State Legislative Delegation can be found on Attachment A.

Attachment B contains a list of legislative bills of interest to the San Bernardino County Transportation Authority (SBCTA)/San Bernardino Council of Governments (SBCOG).

### **Fiscal Year 2023-2024 State Budget**

Governor Gavin Newsom introduced his initial budget on January 10, 2023, which includes \$231.7 billion in General Fund revenues and other resources and \$223.6 billion in total General Fund expenditures (\$143.1 billion in non-Proposition 98 and \$80.6 billion in Proposition 98 funds), providing for a \$3.8 billion unencumbered reserve balance in the Special Fund for Economic Uncertainties (SFEU), a \$900 million Safety Net Reserve, a \$8.5 billion Public School System Stabilization Account (PSSSA) balance, and reflecting \$22.4 billion in the Budget Stabilization Act (BSA). The BSA is at its constitutional maximum (10 percent of General Fund revenues) requiring \$951 million to be dedicated for infrastructure investments in 2023-24. The proposed budget includes a General Fund revenue estimate that is \$29.5 billion lower than assumed in the 2022 Budget Act, and over a three year budget window, the Governor's budget projects a budget gap of \$22.5 billion in the 2023-24 fiscal year. This proposal provides the first glimpse of what the Governor's priorities will be for the coming year. This framework will also serve as the starting point for negotiations to occur with the Legislature over the next five months. The final budget must be passed and signed by the Governor by June 15, 2023.

**Transportation Package.** The budget includes \$2.7 billion in General Fund reductions, partially offset by an additional \$500 million from state transportation funds, across various transportation programs. If there is sufficient General Fund in January 2024, \$2 billion of these reductions will

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

be restored. This lowers the funding for the transportation package provided in the 2022 Budget Act from \$13.8 billion to \$11.6 billion. Key changes to the funding include:

- **Transit Intercity Rail Capital Program:** A reduction of planned funding in 2023 and 2024 from \$2 billion each year to \$1 billion in 2023-24 and \$500 million in each of 2024-25 and 2025-26. These funds are set to be allocated proportionally, by region, based on population. This maintains approximately \$5.7 billion (74 percent) of the original \$7.7 billion planned additional funds for local transit capital infrastructure projects. If there is sufficient General Fund in January 2024, this reduction will be restored.
- **Active Transportation Program:** A reduction of \$500 million General Fund, with \$300 million of the reduction being restored from State Highway Account funds, for a net reduction of \$200 million. This maintains approximately \$850 million (81 percent) of the original \$1.05 billion of additional funds for the program.
- **Climate Adaptation Program:** A reduction of \$200 million General Fund offset by \$200 million from the State Highway Account for the program.
- **Safety Grade Separations:** A delay of \$350 million of funding originally planned to be available in 2023-24, which will instead be made available in 2025-26.

**Ports and Goods Movement.** The budget includes a delay of \$600 million General Fund, originally planned to be available in 2023-24, to be spread out over three years at \$200 million annually from 2023-24 to 2025-26.

**Body-Worn Cameras.** The budget proposes a \$9.8 million Motor Vehicle Account for the California Highway Patrol to implement a statewide body-worn camera program, which previously has been a pilot project.

**Zero Emission Vehicles (ZEV).** The Governor budget includes \$2.5 billion of General Fund reductions across various ZEV programs, which are partially offset by approximately \$1.4 billion in fund shifts to Cap and Trade funds. (In addition, the budget includes a mechanism to allocate any additional discretionary Cap and Trade auction proceeds towards ZEV programs.) This lowers funding for zero-emission vehicles provided in the 2021 and 2022 Budget Acts from \$10 billion to \$8.9 billion over five years. More specifically, the reductions include the following:

- **Equitable Zero-Emission Vehicles and Infrastructure:** \$745 million General Fund, which is partially offset by a shift of \$535 million to the Greenhouse Gas (GHG) Reduction Fund. This maintains approximately \$2.1 billion (91 percent) for programs that expand ZEV infrastructure access in low-income neighborhoods.
- **Heavy-Duty Zero-Emission Vehicles and Supporting Infrastructure:** \$1.5 billion General Fund, which is partially offset by a shift of \$839 million to the GHG Reduction Fund. This maintains approximately \$5.3 billion (89 percent) for programs that support drayage, transit and school buses, and port ZEVs and infrastructure.
- **Zero-Emission Mobility:** \$184 million General Fund, which is partially offset by a shift of \$25 million to the GHG Reduction Fund. This maintains approximately \$180 million (53 percent) for sustainable community-based transportation equity projects.



• **Emerging Opportunities and Federal Programs:** \$133 million General Fund, which is partially offset by a shift of \$40 million to the GHG Reduction Fund. This maintains approximately \$1.3 billion (93 percent) to invest in demonstration and pilot projects in high carbon-emitting sectors.

On January 18, 2023, the Senate Budget and Fiscal Review Committee held an informational hearing. The purpose of that hearing was to get an overview of the Governor's budget and better understanding of it. The subcommittees with more in-depth discussions on the budget will start at the end of February and run through May. Senators Durazo, Roth and Skinner raised concerns regarding funding reductions for transportation. Senator Durazo noted that the legislature has been working really hard to increase the funding for transportation and the \$2.7 billion in general fund reduction is a pretty dramatic change. Senator Skinner noted that transit is an essential infrastructure, and she is concerned about the consequences of delaying its funding in a way that cripples its future.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item was received by the Legislative Policy Committee on February 8, 2023.

***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ATTACHMENT A

### San Bernardino County State Legislative Delegation Committee Membership for 2023-2024 Legislative Session

The Senate President Pro Tempore and the Speaker of the Assembly announced committee assignments for the 2023-2024 legislative session on January 5, 2023 and January 18, 2023, respectively. Members of the San Bernardino County State Legislative Delegation received the following committee chairs, vice chairs and membership assignments:

#### **Name - District number** **- Committee membership**

Senator Steve Padilla - 18

- Chair, Budget Subcommittee No. 4 on State Administration and General Government
- Agriculture
- Budget & Fiscal Review
- Housing
- Natural Resources and Water

Senator Scott Wilk - 21

- Vice Chair, Governmental Organization
- Vice Chair, Labor, Public Employment and Retirement
- Business, Professions and Economic Development
- Education
- Energy, Utilities and Communications
- Judiciary
- Rules

Senator Susan Rubio - 22

- Chair, Insurance
- Energy, Utilities and Communications
- Governmental Organization
- Health

Senator Rosilicie Ochoa Bogh - 23

- Vice Chair, Education
- Vice Chair, Housing
- Vice Chair, Human Services
- Budget and Fiscal Review
- Budget Subcommittee No. 1 on Education
- Governmental Organization
- Public Safety

Senator Anthony Portantino - 25

- Chair, Appropriations
- Banking and Financial Institutions
- Governmental Organization
- Insurance

Senator Josh Newman - 29

- Chair, Education
- Budget and Fiscal Review
- Budget Subcommittee No. 5 on Corrections, Public Safety, Judiciary, Labor and Transportation
- Elections and Constitutional Amendments
- Energy, Utilities and Communications
- Transportation

Senator Kelly Seyarto - 32

- Vice Chair, Governance and Finance
- Vice Chair, Natural Resources and Water
- Appropriations
- Budget and Fiscal Review
- Budget Subcommittee No. 5 on Corrections, Public Safety, Judiciary, Labor and Transportation
- Energy, Utilities and Communications
- Housing
- Transportation

Assemblyman Tom Lackey - 34

- Vice Chair, Elections
- Vice Chair, Governmental Organization
- Vice Chair, Public Employment and Retirement
- Arts, Entertainment, Sports and Tourism
- Budget
- Budget Subcommittee No. 5 on Public Safety
- Public Safety

Assemblyman Eduardo Garcia - 36

- Chair, Utilities and Energy
- Budget
- Budget Subcommittee No. 3 on Climate Crisis, Resources, Energy and Transportation
- Communications and Conveyance
- Governmental Organization

Assemblyman Juan Carrillo - 39

- Education
- Military and Veterans Affairs
- Rules
- Transportation

Assemblyman Chris Holden - 41

- Chair, Appropriations
- Communications and Conveyance
- Utilities and Energy

Assemblyman James Ramos - 45

- Chair, Rules
- Budget
- Budget Subcommittee No.1 on Health and Human Services
- Governmental Organization
- Jobs, Economic Development and the Economy
- Local Government

Assemblyman Greg Wallis - 47

- Vice Chair, Arts, Entertainment, Sports and Tourism
- Vice Chair, Revenue and Taxation
- Higher Education
- Jobs, Economic Development and the Economy
- Transportation
- Utilities and Energy

Assemblywoman Eloise Reyes - 50

- Aging and Long-Term Care
- Budget
- Budget Subcommittee No. 4 on State Administration
- Judiciary
- Labor and Employment
- Legislative Ethics
- Utilities and Energy

Assemblyman Freddie Rodriguez - 53

- Chair, Emergency Management
- Accountability and Administrative Review
- Communications and Conveyance
- Health
- Insurance

Assemblyman Sabrina Cervantes - 58

- Banking and Finance
- Budget
- Budget Subcommittee No. 2 on Education Finance
- Governmental Organization
- Insurance
- Rules

Assemblyman Phillip Chen - 59

- Vice Chair, Banking and Finance
- Business and Professions
- Insurance
- Labor and Employment
- Utilities and Energy



provision of housing affordable to low- and moderate-income households requires the cooperation of all local government. Current law declares that housing prices in California have risen dramatically in all parts of the state in the past decade, while the wealth gap, especially the racial wealth gap, continues to be a growing problem in California. Existing law establishes various programs for the development and preservation of affordable housing, including the Affordable Housing Revolving Development and Acquisition Program and the California Dream for All Program. This bill would create the Affordable California Commission. The bill would require that the commission be composed of 11 members, including 9 members appointed by the Governor, the Speaker of the Assembly, and the President pro Tempore of the Senate, as provided, and one member each from the Assembly and the Senate, who would serve as ex officio nonvoting members, as specified.

**AB 16 Dixon R ( Dist. 72) Motor Vehicle Fuel Tax Law: adjustment suspension.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Existing law requires the department to adjust the tax on July 1 each year by a percentage amount equal to the increase in the California Consumer Price Index, as calculated by the Department of Finance. Article XIX of the California Constitution restricts the expenditure of revenues from the Motor Vehicle Fuel Tax, Diesel Fuel Tax Law, and other taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. This bill would authorize the Governor to suspend an adjustment to the motor vehicle fuel tax, as described above, scheduled on or after July 1, 2024, upon making a determination that increasing the rate would impose an undue burden on low-income and middle-class families. The bill would require the Governor to notify the Legislature of an intent to suspend the rate adjustment on or before January 10 of that year, and would require the Department of Finance to submit to the Legislature a proposal by January 10 that would maintain the same level of funding for transportation purposes as would have been generated had the scheduled adjustment not been suspended.

**AB 31 Carrillo, Juan D ( Dist. 39) Public transit: funding.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides various sources of funding for capital and operating expenses of public transit systems and intercity rail in the state. This bill would state the intent of the Legislature to enact subsequent legislation that would appropriate funds for the development and operation of a privately run public transit system connecting the Victor Valley and the Antelope Valley in southern California.

**AB 49 Soria D ( Dist. 27) Affordable housing.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would express the intent of the Legislature to enact legislation that would increase the supply of affordable housing and reduce homelessness.

**AB 53 Fong, Vince R ( Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings

realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

**AB 68 Ward D ( Dist. 78) Housing.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Planning and Zoning Law, requires each city, county, and city and county to prepare and adopt a general plan that contains certain mandatory elements, including a housing element. Current law defines several terms for the purposes of these provisions. This bill would make nonsubstantive changes to those definitions.

**AB 69 Waldron R ( Dist. 75) Transportation: traffic signal synchronization: roadway improvement projects.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The State Air Resources Board is required to adopt a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030, and to adopt rules and regulations in an open public process to achieve the maximum, technologically feasible, and cost-effective greenhouse gas emissions reductions. The act authorizes the state board to include the use of market-based compliance mechanisms. Existing law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and to be available upon appropriation. Current law requires the Department of Finance, in consultation with the state board and any other relevant state agency, to develop, as specified, a 3-year investment plan for the moneys deposited in the Greenhouse Gas Reduction Fund. Current law authorizes moneys in the fund to be allocated, as specified, for an investment in a traffic signal synchronization component that is part of a sustainable infrastructure project if the component is designed and implemented to achieve cost-effective reductions in greenhouse gas emissions and includes specific emissions reduction targets and metrics to evaluate the project's effect. This bill would additionally authorize moneys in the fund to be allocated for an investment in a traffic signal synchronization component that is part of a roadway improvement project requiring multiple signals, including, but not limited to, multimodal redevelopment projects, rail trail projects, urban renewal projects, or a project near transit facilities, if the component is designed and implemented to achieve cost-effective reductions in greenhouse gas emissions and includes specific emissions reduction targets and metrics to evaluate the project's effect.

**AB 241 Reyes D ( Dist. 50) Clean Transportation Program.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007 creates the Clean Transportation Program, administered by the State Energy Resources Conservation and Development Commission, to provide funding to certain entities to develop and deploy innovative technologies that transform California's fuel and vehicle types to help attain the state's climate change policies. This bill would state the intent of the Legislature to enact future legislation related to the Clean Transportation Program.

**AB 250 Rodriguez D ( Dist. 53) State highways: State Route 83: reduction.**

**Location:** ASSEMBLY PRINT



2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	33.b
1st House					2nd House							

Current law authorizes the California Transportation Commission to relinquish to local agencies state highway segments that have been deleted from the state highway system by legislative enactment or have been superseded by relocation, and in certain other cases. Current law designates State Route 83 from Route 71 to Route 10 near the City of Upland. Current law authorizes the commission to relinquish to the City of Ontario all or a portion of State Route 83 within the city's jurisdiction and prescribes conditions that apply upon relinquishment. This bill would authorize the commission to additionally relinquish to the City of Chino all or a portion of State Route 83 within the city's jurisdiction and prescribe conditions that apply upon relinquishment.

**AB 287 Garcia D ( Dist. 36) California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: competitive grant programs: funding objectives.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law requires the moneys from the Greenhouse Gas Reduction Fund to be used to facilitate the achievement of reductions of greenhouse gas emissions consistent with the California Global Warming Solutions Act of 2006 and where applicable and to the extent feasible, to maximize economic, environmental, and public health benefits to the state, among other goals. This bill, beginning July 1, 2025, would require state agencies administering competitive grant programs that allocate moneys from the fund to give specified communities preferential points during grant application scoring for programs intended to improve air quality, to provide for a specified application timeline, and to allow applicants from the Counties of Imperial and San Diego to include daytime population numbers in grant applications.

**ABX1 2 Fong, Vince R ( Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

**ACA 1 Aguiar-Curry D ( Dist. 4) Local government financing: affordable housing and public infrastructure voter approval.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements. The measure would specify that these provisions apply to any city, county, city and county, or special district measure imposing an ad valorem tax to pay the interest and redemption charges on bonded indebtedness for these purposes that is submitted at the same election as this measure.

Attachment: SBCTA-SBCOG Bill Report Feb 2023 (9379 : State Legislative Update)



**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require that a housing development project be a use by right upon the request of an applicant who submits a application for streamlined approval, on any land owned by an independent institution of higher education or religious institution on or before January 1, 2024, if the development satisfies specified criteria, including that the development is not adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use. The bill would define various terms for these purposes. Among other things, the bill would require the 100% of the units, exclusive of manager units, in a housing development project eligible for approval as a use by right under these provisions be affordable to lower income households, except that 20% of the units may be for moderate-income households, provided that all of the units are provided at affordable rent, as set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee, or affordable housing cost, as specified. The bill would authorize the development to include ancillary uses on the ground floor of the development, as specified.

SB 5

**Nguyen R ( Dist. 36) Motor Vehicle Fuel Tax Law: limitation on adjustment.**

**Location:** SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Current law requires the department to annually adjust the tax imposed by increasing the rates based on the California Consumer Price Index, as specified. This bill would limit the above-described annual adjustment to a maximum of 2% for rate adjustments made on or after July 1, 2023. This bill contains other related provisions.

SB 7

**Blakespear D ( Dist. 38) Homelessness.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would state the intent of the Legislature to enact legislation regarding homelessness and the regional housing needs allocation.

SB 20

**Rubio D ( Dist. 22) Joint powers agreements: regional housing trusts.**

**Location:** SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize 2 or more cities, by entering into a joint powers agreement pursuant to the Joint Exercise of Powers Act, to create a regional housing trust for the purposes of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within their jurisdictions. The bill would require a regional housing trust created pursuant to these provisions to be governed by a board of directors consisting of a minimum of 9 directors, as specified. The bill would authorize a regional housing trust to fund the planning and construction of housing, receive public and private financing and funds, and authorize and issue bonds, as specified. The bill would require the joint powers agreement establishing the regional housing trust to incorporate specified annual financial reporting and auditing requirements.

SB 32

**Jones R ( Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The California Global Warming Solutions Act of 2006 requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the State Air Resources Board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

**SBX1 1 Jones R ( Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.**

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

Total Measures: 21

Total Tracking Forms: 21

## ***Minute Action***

AGENDA ITEM: 34

***Date:*** *March 1, 2023*

***Subject:***

Federal Legislative Update

***Recommendation:***

Receive the February 2023 Federal Legislative Update.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from federal advocates, Potomac Partners D.C., LLC, updated the Legislative Policy Committee on February 8, 2023 regarding the Fiscal Year (FY) 2023 budget and House leadership changes.

**Fiscal Year 2023 Budget**

On December 22, 2022, both the Senate and House passed the FY 2023 Omnibus budget package. President Biden signed the legislation on December 29, 2022.

The bill includes \$1.7 billion in discretionary spending for the period of October 1, 2022 to September 30, 2023. In total, the regular 12 appropriations bills include \$800 billion in non-defense funding, a \$68 billion (9.3%) above FY 2022 enacted spending. This is the highest level for non-defense funding ever and a larger increase in both dollar and percentage than fiscal year 2022. The bills also provide \$858 billion in defense funding.

The FY 2023 budget includes:

- **\$106.3 billion** for the Department of Transportation, \$3.4 billion above the FY 2022 enacted level. The bill includes:
  - \$800 million for national infrastructure investments through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) (formerly Transportation Investment Generating Economic Recovery (TIGER)/Better Utilizing Investments to Leverage Development (BUILD)) grant program. \$25 million is specifically set-aside for port projects in this account.
  - \$62.9 billion for the Federal Highway Administration.
  - \$3.4 billion for the Federal Railroad Administration (with \$560 million allocated to the Consolidated Rail Infrastructure and Safety Improvements program and \$2.45 billion for Amtrak).
  - \$16.9 billion for the Federal Transit Administration (with \$542 million for Transit Infrastructure Grants and projects).
  - \$2.6 billion will be allocated to the Capital Investment Grants program.
  - \$212.2 million for the Port Infrastructure Development Program.
  - The legislation also includes funding increases across the board for Research and Technology programs to create more equitable transportation systems.

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

Board of Directors Agenda Item

March 1, 2023

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### **118<sup>th</sup> Congress Convenes**

New members of the House and Senate were sworn into office on Tuesday, January 4, 2023, and conducted leadership votes the remainder of that week. On Friday, January 6, 2023, Representative Kevin McCarthy from California was elected Speaker of the House after a historic 15 Speaker votes. Representative Hakeem Jeffries was elected Minority Leader by the Democratic Caucus. Of note, San Bernardino County Representative Pete Aguilar was elected Democratic Caucus Chair, the third highest ranking Democrat in the House of Representatives.

#### ***Financial Impact:***

This item has no financial impact on the Fiscal Year 2022/2023 Budget.

#### ***Reviewed By:***

This item was received by the Legislative Policy Committee on February 8, 2023.

#### ***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

AGENDA ITEM: 35

***Date:*** *March 1, 2023*

***Subject:***

Update from California State Treasurer Fiona Ma

***Recommendation:***

Receive and file an update from California State Treasurer Fiona Ma.

***Background:***

California State Treasurer Fiona Ma will share brief comments with the San Bernardino County Transportation Authority (SBCTA) Board of Directors.

***Financial Impact:***

This item has no impact on the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review.

***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*

## ***Minute Action***

AGENDA ITEM: 36

***Date:*** March 1, 2023

***Subject:***

Appoint Alternate for SCAG General Assembly

***Recommendation:***

Appoint Mayor John Dutrey, City of Montclair, to serve as the Alternate for Southern California Association of Governments' Annual 2023 Regional Conference and General Assembly.

***Background:***

The Southern California Association of Governments (SCAG) Annual Regional Conference and General Assembly will take place on May 4-5, 2023. This conference brings together state and local elected officials, Chief Executive Officers, business and civic leaders, transportation and environmental stakeholders, and local government staff.

Council Member Alan Wapner, City of Ontario, is the current San Bernardino County Transportation Authority (SBCTA) Appointee to SCAG's Regional Council; however, he is unable to attend this year's General Assembly. It is recommended that Mayor John Dutrey, City of Montclair, be appointed to serve as the alternate member to attend the SCAG General Assembly. Mayor Dutrey is a current SBCTA Subregional appointee serving on the SCAG Transportation Committee. It should be noted that since Mayor Dutrey is a SCAG Policy Committee member, he does qualify to receive a stipend in the amount of \$120 from SCAG for attending the General Assembly.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review.

***Responsible Staff:***

Marleana Roman, Clerk of the Board

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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

## ***Minute Action***

AGENDA ITEM: 37

***Date:*** March 1, 2023

***Subject:***

Resolution No. 23-038 Authorizing Section 190 Fund Allocation Request for Cedar Avenue Railroad Overhead Bridge

***Recommendation:***

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

Approve Resolution No. 23-038, authorizing the filing of an application to the California Department of Transportation for a \$5 million allocation from the Grade Separation Fund by the California Transportation Commission for the Cedar Avenue Railroad Overhead Bridge reconstruction project.

***Background:***

On September 27, 2021, San Bernardino County Transportation Authority (SBCTA) executed sole source Contract No. 22-1002696 with Douglas Engineering, Inc. for the preparation of Section 190 California Grade Separation Fund Nomination for the Cedar Avenue Overhead Bridge reconstruction, as part of the Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project (Project). On October 21, 2021, a nomination package for inclusion of the Project onto the Grade Separation Program Priority List for Fiscal Year (FY) 2022/2023 and FY 2023/2024 was submitted to the California Public Utilities Commission (CPUC). On May 11, 2022, the CPUC adopted the FY 2022/2023 Priority List, ranking the Project number 20 out of 38 projects listed.

Up to \$5 million in fund allocation for each project from the FY 2022/2023 priority list is now available for application. The application for allocation from the Grade Separation fund requires a Board Resolution authorizing the filing of an application; certifying that sufficient matching funds will be available to the Project and that the construction contract will be awarded no later than two (2) years after allocation of the funds; and authorizing the SBCTA Executive Director, or his designee to submit an application for funds allocation, conduct all negotiations, and execute and submit all required documents.

Staff is recommending approval of Resolution No. 23-038 to be appended as part of the Grade Separation fund allocation application for FY 2022/2023, which is due April 1, 2023.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 budget.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review.

***Responsible Staff:***

Sal Chavez, Project Delivery Manager

Board of Directors Agenda Item  
March 1, 2023  
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Approved  
Board of Directors  
Date: March 1, 2023  
Witnessed By:

San Bernardino County Transportation Authority



## RESOLUTION NO. 23-038

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE FILING OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN ALLOCATION BY THE CALIFORNIA TRANSPORTATION COMMISSION OF \$5 MILLION DOLLARS OF GRADE SEPARATION FUND PRIORITY LIST FOR FISCAL YEARS OF 2022/2023 AND 2023/2024; AND VERIFYING THAT SUFFICIENT FUNDS ARE AVAILABLE; AND THAT ALL OTHER MATTERS PREREQUISITE TO AWARDING THE CONTRACT FOR RE-CONSTRUCTION OF THE CEDAR AVENUE OVERHEAD AT THE TRACKS OF THE UNION PACIFIC RAILROAD COMPANY, C.P.U.C. NO. 001B-534.70-A, DOT NO 746980Y WILL BE UNDERTAKEN.**

**WHEREAS**, Section 1554 of Title 21 of the California Code of Regulations requires that applications for allocation from the Railroad Grade Separation funds have a certified copy of a resolution of the applicants governing body authorizing the filing of the application; and

**WHEREAS**, Section 2456 of the California Streets and Highways requires that local agencies furnish satisfactory evidence that sufficient local funds will be made available as the work of the project progresses, and that all matters prerequisite to the awarding the construction contract can be accomplished within two years after allocation of the funds for the project by the California Transportation Commission; and

**WHEREAS**, The re-construction of the Cedar Avenue Overhead crossing over the tracks and right of way of the Union Pacific's Railroad Company, California Public Utilities Commission Investigation 21-06-018, is a project eligible for a \$5 million allocation from the Grade Separation Fund Priority List for Fiscal Year 2022/2023 or 2023/2024; and

**WHEREAS**, The San Bernardino County Transportation Authority's Fiscal Years 2022/2023, 2023/2024 and 2024/2025 budgets will provide for the Authority's share of the cost of the re-construction of the Cedar Avenue Overhead crossing over the tracks and right of way of the Union Pacific's Railroad Company, CPUC No. 001B-534.70A as the work of the project progresses.

**WHEREAS**, The San Bernardino County Transportation Authority will obtain all necessary orders from the Public Utilities Commission of the State of California, execute all necessary agreements with the Union Pacific Railroad Company, acquire all necessary rights-of-way or obtain an order of the court granting to said San Bernardino County Transportation Authority immediate possession thereof, and accomplish all other requirements prerequisite to awarding a contract for the re-construction of the Cedar Avenue Overhead crossing over the tracks and right of way of the Union Pacific's Railroad Company, CPUC No. 001B-534.70A

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

**SECTION 1.** San Bernardino County Transportation Authority is authorized to file an application for a \$5,000,000.00 allocation from the California Grade Separation Program Priority List for Fiscal Year 2022/2023 or 2023/2024.

**SECTION 2.** Sufficient funds for the San Bernardino County Transportation Authority's share of the project costs will be available in the San Bernardino County Transportation Authority's Fiscal Years 2022/2023, 2023/2024 and 2024/2025 budgets as the work of the project progresses.

**SECTION 3.** San Bernardino County Transportation Authority will obtain all necessary orders from the Public Utilities Commission of the State of California, execute all necessary agreements with the Union Pacific's Railroad Company, acquire all necessary rights-of-way or obtain an order of the court granting to said Authority the immediate possession thereof, and accomplish all other requirements prerequisite to awarding a contract for re-construction of the Cedar Avenue Overhead crossing over the tracks and right of way of the Union Pacific's Railroad Company, CPUC No. 001B-534.70A , within a period of two (2) years after the date the California Transportation Commission and the Department of Transportation of the State of California have made an allocation of funds to said construction project.

**SECTION 4.** San Bernardino County Transportation Authority intends to award the contract for the re-construction of the Cedar Avenue Overhead crossing over the tracks and right of way of the Union Pacific's Railroad Company, CPUC No. 001B-534.70A, no later than two (2) years after the date that the California Transportation Commission and the Department of Transportation of the State of California have made an allocation of funds to said construction project.

**SECTION 5.** The Executive Director, as agent of the San Bernardino County Transportation Authority, is authorized to submit an application for allocation of the grade separation funding for Cedar Avenue Overhead, and to conduct all negotiations, execute and submit all documents including but not limited to applications, agreements, amendments, payment requests, etc., which may be necessary for completion of the aforementioned project.

**SECTION 6.** This resolution shall take effect upon adoption.

ADOPTED by the Board of Directors on March 1, 2023.

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Art Bishop, Board President

ATTEST:

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Marleana Roman, Clerk of the Board

## ***Minute Action***

### AGENDA ITEM: 38

***Date:*** *March 1, 2023*

***Subject:***

Sole Source Contract No. 23-1002956 with Theodora Oringher for Legal Representation related to Contractor Claims/Litigation

***Recommendation:***

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

A. Approve **Sole Source** Contract No. 23-1002956 with Theodora Oringher, P.C., in the not-to-exceed amount of \$650,000, for the period of March 1, 2023 through February 28, 2028, to be funded with Measure I Valley Freeway Program funds, for representation regarding Interstate 10 Contract 1 contractor claims and litigation.

B. Find it in the best interest of the agency to Contract with Theodora Oringher, P.C. without a competitive process in light of the firm's unique qualifications and demonstrated experience in handling similar matters.

***Background:***

The Interstate 10 (I-10) Corridor Contract 1 Project (Project), including construction work to widen the freeway and install two (2) new express lanes in each direction from the Los Angeles County line to the Interstate 15 (I-15) interchange, is approximately 75% complete. Due to the current construction status and potential project delays, staff reviewed the Project budget and the Board approved several funding updates at the February 2023 Board meeting for additional work. The increase in the I-10 budget was approved for a number of additional support activities, including supplemental legal support for the Project.

The law firm Kaplan Kirsch & Rockwell, LLP, (KKR) has been assisting San Bernardino County Transportation Authority (SBCTA) with evaluating and responding to various contractual claims asserted by the I-10 Contract 1 Design-Build (DB) Contractor, including representing SBCTA at mediation. However, KKR's services do not extend to representation in litigation. KKR has sub-contracted with Theodora Oringher (TO) to represent SBCTA in any litigation arising out of the Contractor's claims, including the judicial reference complaint SBCTA filed last month. This sub-contract is a temporary arrangement, and now both SBCTA and TO desire to have a direct contract going forward.

Before KKR sub-contracted with TO, Executive Management and General Counsel reviewed and vetted TO's qualifications. In accordance with Contracting and Procurement Policy 11000 VI.2.b.1.a, contracts may be recommended for approval on a sole source selection based upon a requirement for unique qualifications. TO has substantial experience successfully representing public agencies in complex DB Contract litigation involving infrastructure construction projects. Thus, TO is uniquely qualified to assist SBCTA with resolution of the Contractor's claims.

Staff recommends the Board approve **Sole Source** Contract No. 23-1002956 with Theodora Oringher, P.C., with a not-to-exceed amount of \$650,000, to continue representing SBCTA with regard to the DB Contractor's claims, including any related litigation.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 budget.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

March 1, 2023

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***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel, Risk Manager and Procurement have reviewed this item and the draft contract.

***Responsible Staff:***

Henry Stultz, Director of Project Delivery

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

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San Bernardino County Transportation Authority

Contract No.: 23-1002956 Amendment No.: \_\_\_\_\_

Contract Class: Payable Department: Project Delivery

Vendor No.: [REDACTED] Vendor Name: THEODORA ORINGHER, P.C.

Description: I-10 Contract 1 Claims and Litigation Legal Support

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

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

Board of Directors	Date: 03/01/2023	Board	Item # 9392
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Board of Directors      Date:      03/01/2023      Board      Item #      9392

Other Contracts		Sole Source?	Yes	Administrative Budget Adjustment
Local	Professional Services (Non-A&E)			N/A

[illegible]

Henry Stultz

Task Manager (Print Name)

Additional Notes:

**CONTRACT NO. 23-1002956****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****THEODORA ORINGER, P.C.****FOR****LITIGATION**

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, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and Theodora Oringer P.C. ("ATTORNEY"), whose address is: 1840 Century Park East, Suite 500, Los Angeles, CA 90067-2199. SBCTA and ATTORNEY are each a "Party" and collectively the "Parties".

**RECITALS:**

- A.** SBCTA requires certain legal services as described in Exhibit A to this Contract; and
- B.** ATTORNEY has confirmed that ATTORNEY has the requisite personnel and experience and is fully capable and qualified to perform the legal services described; and
- C.** ATTORNEY desires to perform the legal services for the compensation and in accordance with the terms and conditions set forth in this Contract.

**NOW, THEREFORE,** the Parties agree as follows:

**ARTICLE 1. DESCRIPTION OF WORK**

ATTORNEY agrees to perform legal services set forth in Exhibit A, "Scope of Work", ("Work"), in accordance with professional standards which are generally accepted in the State of California, in accordance with the terms and conditions and in the sequence, time, and manner set forth in this Contract. The word "Work" includes without limitation the performance, fulfillment and discharge by ATTORNEY of all obligations, duties, tasks, and services imposed upon or assumed by ATTORNEY under this Contract, and the Work performed shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing standards in the industry.

## ARTICLE 2. PERIOD OF PERFORMANCE

The Period of Performance by ATTORNEY under this Contract shall commence on March 1, 2023, and shall continue in full force and effect through February 28, 2028.

## ARTICLE 3. COMPENSATION

- 3.1 The total Not-To-Exceed Amount is Six Hundred Fifty Thousand Dollars (\$650,000) for Work to be provided under this Contract. SBCTA shall compensate ATTORNEY for Work performed pursuant to the rates set forth in Exhibit B, "Attorneys' Fees and Charges". The hourly rates identified in Exhibit B shall remain fixed for the term of this Contract and include ATTORNEY's direct labor costs, indirect costs, and profit subject to 3.2 below. All costs and expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B. Due to the uncertainties and variability of litigation strategies by opposing counsel, ATTORNEY does not agree that it can complete the litigation within the Not-To-Exceed Amount. However, if the total cost of the litigation approaches the Not-To-Exceed figure, ATTORNEY will notify SBCTA so that SBCTA and ATTORNEY can prepare a written amendment to this Agreement increasing the Not-To-Exceed Amount.
- 3.2 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Management, professional, and related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of March 2024, based on the December 2023 employment cost index, and shall be applied each March 1st for the term of the Contract based on the prior December employment cost index.
- 3.3 Total compensation to ATTORNEY for full and complete performance of Work, in compliance with all the terms and conditions of this Contract, payment by ATTORNEY of all obligations incurred in, or application to, ATTORNEY's performance of Work, and for which ATTORNEY 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 3.1 above.
- 3.4 Any services provided by ATTORNEY not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be ATTORNEY'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" provision in this Contract.



## **ARTICLE 4. PAYMENT**

- 4.1 The compensation of ATTORNEY shall be payable forty-five (45) calendar days after receipt by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 ATTORNEY shall prepare all invoices in a form satisfactory to and approved by SBCTA and it shall be accompanied by documentation supporting each element of measurement and/or cost and specifically describing the nature of services performed. Block billing will not be accepted. ATTORNEY will not be entitled to compensation for services necessary to correct Work previously performed by ATTORNEY unless the corrective services are caused by inaccurate or deficient performance by SBCTA. Each invoice will be for a monthly billing period and will be marked with SBCTA's contract number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10<sup>th</sup>. Invoices shall request payment for Work (including additional Work authorized by SBCTA) completed by ATTORNEY during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ATTORNEY. Any costs incurred by ATTORNEY in connection with the resubmission of a proper invoice shall be at ATTORNEY's sole expense.
- 4.3 No payment will be made prior to approval of any Work, nor shall any Work be performed prior to approval of this Contract by SBCTA's duly authorized representative.
- 4.4 ATTORNEY agrees to promptly pay each subcontractor 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. SBCTA reserves the right to request documentation from ATTORNEY showing payment has been made to its subcontractors.

## **ARTICLE 5. TAXES, DUTIES AND FEES**

Except to the extent expressly provided elsewhere in this Contract, ATTORNEY shall pay when due, and the compensation set forth in Article 3 will be inclusive of, all (a) local, municipal, state, and federal sales and use taxes; (b) excise taxes; (c) taxes on personal property owned by ATTORNEY; and (d) all other governmental fees and taxes or charges of whatever nature applicable to ATTORNEY 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 allocated and available to SBCTA for the continuance of Work performed by ATTORNEY, 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 immediately so notify ATTORNEY. Nothing herein shall relieve SBCTA from its obligation to compensate



ATTORNEY for Work performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

## **ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT**

- 7.1 ATTORNEY shall provide SBCTA and its authorized representatives or agents access to ATTORNEY's records which are directly related to this Contract for the purpose of inspection, auditing or copying. ATTORNEY shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract, in which case ATTORNEY agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. ATTORNEY further agrees to maintain separate records for costs of work performed by amendment. ATTORNEY shall allow SBCTA or its representatives or agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that are performing work under this Contract.
- 7.2 The cost proposal for this Contract is subject to audit at any time. After ATTORNEY receives any audit recommendations the Cost Proposal shall be adjusted by ATTORNEY and approved by SBCTA's General Counsel to conform to the audit recommendations. ATTORNEY agrees that individual items of cost identified in the audit report may be incorporated into this Contract at SBCTA's sole discretion. Refusal by the ATTORNEY to incorporate the audit or post award recommendations will be considered a breach of the Contract terms and cause for termination of the Contract.

## **ARTICLE 8. RESPONSIBILITY OF ATTORNEY**

ATTORNEY 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 services furnished by ATTORNEY under the terms of this Contract.

## **ARTICLE 9. REPORTING AND DELIVERABLES**

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work".

## **ARTICLE 10. CHANGES**

- 10.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. ATTORNEY will be advised of any such changes by written notification from SBCTA describing the change.
- 10.2 Promptly after such written notification of change is given to ATTORNEY by SBCTA, ATTORNEY and SBCTA will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

**ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY/DRUG  
FREE WORKPLACE/AMERICANS WITH  
DISABILITIES**

- 11.1 During the term of this Contract, ATTORNEY shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex marital status, gender identity, ender expression, sexual orientation, age, or military or veteran status. ATTORNEY agrees to comply with the provisions of Federal Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and local laws, regulations and policies relating to equal employment and contracting opportunities, including laws, regulations and policies hereafter enacted.
- 11.2 ATTORNEY and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, ATTORNEY and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.
- 11.3 ATTORNEY agrees to comply with the Drug Free Workplace Act of 1990 set forth in Government Code section 8350 et seq.
- 11.4 CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

**ARTICLE 12. CONFLICT OF INTEREST**

ATTORNEY 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 services required under this Contract. ATTORNEY further agrees that in the performance of this Contract, no person having any such interest shall be employed. ATTORNEY is obligated to fully disclose to SBCTA, in writing, of any conflict of interest issues as soon as they are known to ATTORNEY and to comply with SBCTA's Policy No. 10102 regarding disclosure.

**ARTICLE 13. KEY PERSONNEL**

Key personnel and their functions specified in Exhibit C, Key Personnel, are considered to be essential to Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Work, which are the responsibility of key personnel, to other personnel, ATTORNEY shall notify SBCTA's General Counsel reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall be subject to written approval by SBCTA's General Counsel. SBCTA's General Counsel also reserves the right to approve proposed substitutions

for key personnel. In the event that SBCTA's General Counsel and ATTORNEY cannot agree as to the substitution of key personnel, SBCTA shall be entitled to terminate this Contract.

#### **ARTICLE 14. REPRESENTATIONS**

Services supplied by ATTORNEY under this Contract shall be supplied by personnel who are careful, skilled, experienced and competent and possess all necessary licenses and permits in their respective trades or professions.

#### **ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 15.1 If, as a part of this Contract, ATTORNEY is required to produce materials, documents, data, or information ("Products"), then ATTORNEY, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA medium furnished to ATTORNEY in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of the Work being performed by ATTORNEY without the express written consent of SBCTA.
- 15.3 ATTORNEY shall not use SBCTA's name, photographs or Products in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.4 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 provided or handled only by SBCTA unless otherwise agreed to by ATTORNEY and SBCTA.
- 15.5 Except as reasonably necessary for the performance of Work, ATTORNEY agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SBCTA, any information obtained by ATTORNEY from or through SBCTA in connection with ATTORNEY's performance of Work under this Contract, unless (a) the information was known to ATTORNEY prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to ATTORNEY, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of ATTORNEY or its employees, agents, or subcontractors, or (c) the information was obtained by ATTORNEY from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to ATTORNEY's knowledge and belief, the right to disclose the same.

15.6 Intentionally Omitted

## ARTICLE 16. TERMINATION

16.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to ATTORNEY specifying the date of termination. On the date of such termination stated in said notice, ATTORNEY shall promptly discontinue performance of Work and shall preserve work in progress and completed work ("Work"), pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

16.1.1 ATTORNEY shall deliver to SBCTA all deliverables prepared by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA. Upon such delivery, ATTORNEY may then invoice SBCTA for payment in accordance with the terms hereof.

16.1.2 If ATTORNEY has fully and completely performed all obligations under this Contract up to the date of termination, ATTORNEY shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Work satisfactorily executed to the date of termination.

16.1.3 ATTORNEY shall be entitled to receive the actual cost incurred by ATTORNEY to turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

### 16.2 Termination for Cause

16.2.1 In the event ATTORNEY 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 ATTORNEY or a receiver shall be appointed on account of its solvency, or if ATTORNEY 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 thereof, 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 ATTORNEY; (b) stop any services of ATTORNEY or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to ATTORNEY specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of ATTORNEY shall not be considered to be a waiver of any subsequent default of ATTORNEY, nor be deemed to waive, amend, or modify any term of this Contract.

16.2.2 In the event of termination, ATTORNEY shall deliver to SBCTA all finished and unfinished products prepared under this Contract by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA.

16.3 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. ATTORNEY shall be entitled to compensation for work performed, however, in no event shall ATTORNEY be entitled to any prospective profits or any consequential damages because of such termination.

## **ARTICLE 17. STOP WORK ORDER**

Upon failure of ATTORNEY or its subcontractors to comply with any of the requirements of this Contract, SBCTA shall have the authority to stop any Work of ATTORNEY or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 16, "TERMINATION".

## **ARTICLE 18. CLAIMS**

SBCTA shall not be bound to any adjustments in the Contract amount or time for ATTORNEY's claim unless expressly agreed to by SBCTA in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to ATTORNEY by SBCTA. No claim hereunder by ATTORNEY shall be allowed if asserted after final payment has been made under this Contract.

## **ARTICLE 19. INSURANCE**

19.1 Prior to commencing the Work, subject to the provisions below titled "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, ATTORNEY and all sub-consultants of every tier performing any Work under this contract shall, at ATTORNEY'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:

### **19.2 Commercial General Liability:**

- ATTORNEY 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 **\$3,000,000 each occurrence**.
- The policy, including applicable excess/umbrella insurance, 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, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.



- o \$3,000,000 per occurrence limit for property damage or bodily injury
  - o \$1,000,000 per occurrence limit for personal injury and advertising injury
  - o \$3,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
  - o If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
  - A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

#### 19.3 Commercial Auto:

- A total limit of liability of not less than **\$2,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the ATTORNEY 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.

#### 19.4 Umbrella/Excess CGL:

If the ATTORNEY 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:

- o The umbrella or excess policy shall follow form over the ATTORNEY's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- o The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- o 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.
- o 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.

19.5 Worker's Compensation/Employer's Liability:

- 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 ATTORNEY or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for ATTORNEY shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of ATTORNEY 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.

19.6 Professional Liability:

- A limit of liability not less than \$5,000,000 per claim
- An annual aggregate limit of not less than \$10,000,000
- Coverage shall be appropriate for the ATTORNEY's profession and provided services to include coverage for errors and omissions arising out of the ATTORNEY's professional services, or services of any person employed by the ATTORNEY.
- 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 ATTORNEY begins to perform Work under this Contract.
  - o ATTORNEY shall secure and maintain "tail" coverage for a minimum of three (3) years after SBCTA issues the final payment under this Contract.

### 19.7 Cyber Liability:

In an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency that will be in the care, custody, or control of Vendor; but not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by ATTORNEY in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

### 19.8 Pollution Liability: Intentionally Omitted

### 19.9 Builder's Risk Insurance: Intentionally Omitted

### 19.10 Railroad Protective Liability Insurance: Intentionally Omitted

### General Provisions

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

Additional Insurance 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, agents and volunteers, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the ATTORNEY 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.

Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which



are added by endorsement to each policy; and also include the Contract Number and the SBCTA General Counsel's name on the face of the certificate. If requested in writing by SBCTA, ATTORNEY shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, ATTORNEY 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. ATTORNEY will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager, Director of Special Projects and Strategic Initiatives or Executive Director. At the option of SBCTA, if the deductible or SIR is greater than \$ 10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the ATTORNEY 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 ATTORNEY shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to the ATTORNEY. The ATTORNEY's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any ATTORNEY's deductible or SIR.

ATTORNEY's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the ATTORNEY 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 ATTORNEY'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.

Waiver of Subrogation Rights. To the fullest extent permitted by law, ATTORNEY 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, ATTORNEY shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. ATTORNEY 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 ATTORNEY from waiving the right of subrogation prior to a loss or claim.

Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, ATTORNEY will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, ATTORNEY will provide SBCTA ten (10) days prior written notice. In any event, ATTORNEY will provide SBCTA with a copy of any notice of termination or notice of any

other change to any insurance coverage required herein which ATTORNEY receives within one business day after ATTORNEY receives it by submitting it to SBCTA at [procurement@goSBCTA.com](mailto:procurement@goSBCTA.com) to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

Enforcement. SBCTA may take any steps as are necessary to assure ATTORNEY'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 ATTORNEY fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the ATTORNEY or withhold such expense from amounts owed ATTORNEY, or terminate this Contract. The insurance required or provided shall in no way limit or relieve ATTORNEY 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 ATTORNEY 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 ATTORNEY, 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.

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.

Subconsultant Insurance. Insurance required of the ATTORNEY shall be also provided by subconsultants or by ATTORNEY on behalf of all subconsultants to cover their services performed under this Contract. ATTORNEY may reduce types and the amounts of insurance limits provided by subconsultants 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. ATTORNEY shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

Higher limits. The Insurance obligations under this agreement shall be the greater of: 1- all the Insurance coverage and limits carried by or available to the ATTORNEY; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

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 20. INDEMNITY**

ATTORNEY shall defend, indemnify and hold harmless SBCTA and its members, authorized officers, employees, agents and volunteers, from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, any negligence, errors or omissions in the performance of this Contract by ATTORNEY, or ATTORNEY's agents, officers, or employees.

ATTORNEY's obligation to defend, indemnify, and hold SBCTA, its agents, officers and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in the Contract for ATTORNEY to procure and maintain a policy of insurance.

**ARTICLE 21. ERRORS AND OMISSIONS**

ATTORNEY shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. ATTORNEY may be liable for SBCTA's costs resulting from errors or deficiencies, fines, penalties and damages arising out of Work furnished under this Contract.

**ARTICLE 22. OWNERSHIP OF DOCUMENTS**

- 22.1 All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by ATTORNEY under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.
- 22.2 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- 22.3 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

**ARTICLE 23. SUBCONTRACTS**

- 23.1 ATTORNEY shall not subcontract performance of all or any portion of Work under this Contract, except those subcontractors listed in the ATTORNEY's proposal, without first notifying SBCTA of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.

23.2 ATTORNEY agrees that any and all subcontractors of ATTORNEY will comply with the terms of this Contract applicable to the portion of Work performed by them. If requested by SBCTA, ATTORNEY shall furnish SBCTA a copy of the proposed subcontract for SBCTA General Counsel's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA approval shall not be unreasonably withheld.

23.3 Approval by SBCTA of any Work to be subcontracted and of the subcontractor to perform the Work will not relieve ATTORNEY of any responsibility or liability in regard to the acceptable and complete performance of the Work. Any substitution of subcontractors must be approved in writing by SBCTA's General Counsel.

#### **ARTICLE 24. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 25. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

ATTORNEY warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion: to terminate the Contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE 26. ATTORNEY'S FEES**

If any legal action is instituted to enforce or declare any Party's rights hereunder, 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 this Contract.

#### **ARTICLE 27. 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 for 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 agree to use their best efforts to obtain a change of venue to the Superior Court of California for San Bernardino County.

## **ARTICLE 28. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 29. CONTRACT DOCUMENTS/PRECEDENCE**

29.1 The Contract consists of the Contract Articles, Exhibit A “Scope of Work”, Exhibit B – “Attorneys’ Fees and Charges”, Exhibit C – “Key Personnel”, Exhibit D – “Notice”, SBCTA’s Request for Proposals (if applicable), and ATTORNEY’s proposal (if applicable), all of which are incorporated into of this Contract by this reference.

29.2 In the event of a conflict in the terms of the Contract documents, the following order of precedence shall apply: (1) the Contract Articles; (2) Exhibits A, B, C and D.

29.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, ATTORNEY shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's determination of a resolution of the conflict.

## **ARTICLE 30. COMMUNICATIONS AND NOTICES**

Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made, or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Each such notice shall be sent to the respective Party at the address indicated in Exhibit D, “Notice”, or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing.

## **ARTICLE 31. GRATUITIES**

ATTORNEY, its employees, agents, and representatives shall not offer or give to an officer, official, or employee of SBCTA, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

## **ARTICLE 32. REVIEW AND ACCEPTANCE**

All Work performed by ATTORNEY 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 ATTORNEY shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.



**ARTICLE 33. SAFETY**

ATTORNEY shall strictly comply with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to ATTORNEY's operations in the performance of Work.

**ARTICLE 34. ASSIGNMENT**

The expertise and experience of ATTORNEY are material considerations for this Contract. SBCTA has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on ATTORNEY under this Contract. In recognition of this interest, ATTORNEY shall not assign any right or obligation under 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 attempted or purported assignment without SBCTA's written consent shall be void and of no effect. 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 hereto.

**ARTICLE 35. AMENDMENTS**

No change, modification or alteration of this Contract shall be binding unless expressed in writing duly executed by ATTORNEY and SBCTA. However, changes to the Contract to implement administrative changes such as approved changes in key personnel as provided in Exhibit C – "Key Personnel", may be made by administrative amendment signed by ATTORNEY and SBCTA's General Counsel or other duly authorized representative.

**ARTICLE 36. CONTINGENT FEE**

ATTORNEY 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 ATTORNEY for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to annul this Contract without liability, pay only for the value of 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 37. FORCE MAJEURE**

ATTORNEY shall not be in default under this Contract in the event that the Work provided/work performed by ATTORNEY are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of ATTORNEY and which ATTORNEY could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the ATTORNEY to perform or failure of the ATTORNEY to obtain any necessary permits or licenses from other governmental

agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of ATTORNEY.

#### **ARTICLE 38. ENTIRE DOCUMENT**

This Contract, Exhibits, and documents referenced in Article 29 constitute the sole and entire agreement between the Parties governing the Work, and supersedes any prior understandings, negotiations, agreements, arrangements and undertakings, written or oral, between the Parties respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract. It is the intent of the Parties that this Contract is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions. No representation, warranty, covenant, inducement or obligation not included in this Contract shall be binding.

#### **ARTICLE 39. CONSTRUCTION OF CONTRACT**

The language of this Contract will be construed in accordance with its fair meaning. This Contract shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof and shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Contract.

#### **ARTICLE 40. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this Contract. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

#### **ARTICLE 41. HEADINGS**

All paragraph headings throughout this Contract are for convenience of reference only.

#### **ARTICLE 42. ORIGINALS AND COPIES**

This Contract with the Exhibits attached may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

#### **ARTICLE 43. SEVERABILITY**

If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**ARTICLE 44. WAIVER**

Neither SBCTA's acceptance of, or payment for, any Work performed by ATTORNEY, nor any waiver by either Party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

**ARTICLE 45. EFFECTIVE DATE**

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

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

**THEODORA ORINGHER P.C.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By:

\_\_\_\_\_  
Brian J. Headman  
Senior Attorney

By:

\_\_\_\_\_  
Art Bishop  
President, Board of Directors

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

APPROVED AS TO FORM:

By:

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

Date:

\_\_\_\_\_



**EXHIBIT A – “SCOPE OF WORK”**

Provide advice, negotiation, and litigation services related to SBCTA’s construction claims and disputes related to the I-10 Corridor Construction Contract 1.

DRAFT

**EXHIBIT B- “ATTORNEYS’ FEES AND CHARGES”**

<b>Name</b>	<b>Classification/Title</b>	<b>Job Function</b>	<b>Hourly Rate</b>	
Brian J. Headman	Senior Attorney	Litigation Attorney	\$	535
Katherine J. Flores	Senior Attorney	Litigation Attorney	\$	535
Adrian L. Canzoneri	Associate	Litigation Attorney	\$	435
Emily J. Leifer	Associate	Litigation Attorney	\$	435
TBD	Paralegal	Litigation Paralegal	\$	225
			\$	

SBCTA will pay directly or reimburse ATTORNEY through the ATTORNEY’s invoicing for all out-of-pocket expenses reasonably incurred in connection with this engagement. Such expenses include, without limitation, filing fees, database research, reporter fees, witness fees, bond fees, court costs, long distance telephone, electronic discovery or due diligence vendor fees, delivery, copying, travel, and secretarial or staff overtime if needed. When evening or weekend work is required, we may incur actual costs in using our office space, including after-hours HVAC charges, which will be reimbursed by SBCTA.

**EXHIBIT C - "KEY PERSONNEL"**

Name	Title
Brian J. Headman	Senior Attorney

DRAFT

**EXHIBIT D – “NOTICE”**

<b>To ATTORNEY</b>	<b>To SBCTA</b>
Theodora Oringer P.C.	San Bernardino County Transportation Authority
1840 Century Park East, Suite 500	1170 W. 3rd Street, 2nd Floor
Los Angeles, CA 90067-2199	San Bernardino, CA 92410-1715
Attn: Brian J. Headman Email: <a href="mailto:bheadman@tocounsel.com">bheadman@tocounsel.com</a>	Attn: Julianna Tillquist Email: <a href="mailto:jtillquist@gosbcta.com">jtillquist@gosbcta.com</a>
Phone: (310) 788-3529	Phone: (909) 884-8276

DRAFT

## ***Minute Action***

### AGENDA ITEM: 39

***Date:*** March 1, 2023

***Subject:***

Proposed Amendment to SBCOG Bylaws Regarding Stipends

***Recommendation:***

That the Board, acting as the San Bernardino Associated Governments:

Review and provide comments on a proposed amendment to Article IV, Section E, of the San Bernardino Associated Governments Bylaws, which would allow the Board of Directors to receive stipends for attending to the business of SANBAG, in addition to attending regular meetings of the Board.

***Background:***

On October 5, 2022, the San Bernardino Council of Governments (SBCOG) Board of Directors (Board) authorized the Executive Director, or his designee, to finalize and execute the Memorandum of Agreement (MOA) No. 22-1002767 with the Western Riverside Council of Governments (WRCOG) and the Coachella Valley Association of Governments (CVAG) for the Inland Regional Energy Network (I-REN) Program. In the same item, the Board also authorized the Board President to appoint three (3) SBCOG Board members to the I-REN Executive Committee.

The I-REN will be governed by an Executive Committee (Committee), consisting of three (3) representative votes from each entity (SBCOG, WRCOG, and CVAG) and will meet on a quarterly basis, with the possibility of meeting monthly in the first part of calendar year 2023. The Committee will have the final responsibility to make all executive decisions regarding overall I-REN prioritization, manage portfolio-level budgets, program design, authorize relevant California Public Utilities Commission (CPUC) regulatory filings and provide authorization for any procurements. In November 2022; Supervisor Curt Hagman, County of San Bernardino; Mayor Deborah Robertson, City of Rialto; and Council Member Art Bishop, Town of Apple Valley, were appointed to serve on the Committee, for a two-year term expiring December 31, 2024.

The October 2022 agenda item noted that stipends for the Committee members were not an allowable expense under the CPUC rules. Subsequently, SBCOG staff researched an alternate method of providing SBCOG Board members with stipends for attending the I-REN Executive Committee meetings and found that the SBCOG Board could amend the existing Bylaws to add a subsection under section “E” of the Article IV Expenses to include stipends regarding I-REN attendance. See below for the amendment language. Although the stipend expenses cannot be expended directly out of the I-REN funds, SBCOG can provide funds from its member contributions in the SBCOG budget to cover the stipends for Committee members or similar legislative body meetings representing SBCOG, should the Board choose to do so.

Currently, Board members are paid a stipend for attending Board meetings for SBCOG and the San Bernardino County Transportation Authority (SBCTA). Board members are paid one stipend, a SBCTA stipend, for attending SBCTA Committee meetings and/or Metro Valley Study Session. SBCTA stipends are statutorily capped at \$400/month. Recognizing representation at Committee meetings takes additional time, staff is recommending

*Entity: San Bernardino Council of Governments*

## Board of Directors Agenda Item

March 1, 2023

Page 2

the SBCOG Bylaws be amended to allow for one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed \$200 in any month.

Paragraph 1 of Section E in the Bylaws would be revised as described below to enable this to occur. The edit is also shown in Attachment A to this item.

## Article IV - Board of Directors

## E. Expenses.

1. Members of the Board of Directors shall receive a stipend of one hundred dollars (\$100) for attendance at each regular meeting of the Board, and also may be compensated at a rate not exceeding one hundred dollars (\$100) for any day attending to the business of SANBAG, but not to exceed \$200 in any month. Except with regard to regular meetings of the Board, members may receive only one stipend on any day for which they attend to the business of both SANBAG and SBCTA. Members shall be reimbursed for the actual and necessary traveling and personal expenses incurred by them in the performance of their duties to the extent that reimbursement is not otherwise provided by another public agency.

Pursuant to Article XI of the Bylaws, following this introduction of the proposed amendment, the Board will have an opportunity to adopt the amendment at the April 5, 2023 meeting of the Board of Directors.

***Financial Impact:***

This item is included in the Fiscal Year (FY) 2022/2023 Budget. There is an existing San Bernardino Council of Governments (SBCOG) financial mechanism to reimburse SBCOG Board Members with stipends and thus no amendments to the budget are necessary at this time. Staff will increase SBCOG Board stipend budget beginning FY 2023/2024.

***Reviewed By:***

This item was reviewed and unanimously recommended to advance to this Board introduction by the General Policy Committee on February 8, 2023. SBCTA General Counsel has reviewed this item and the proposed amendment to the Bylaws.

***Responsible Staff:***

Julianna Tillquist, General Counsel

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

# Bylaws, San Bernardino Associated Governments (SANBAG)

Amended  
~~June 7,~~  
~~2017~~ April 5,  
 2023

## Preamble

### Article I – Functions

### Article II – Definitions

### Article III -- Membership & Representation

### Article IV -- Board of Directors

### Article V -- Officers, Elections & Vacancies

### Article VI -- Executive Director

### Article VII – General Counsel

### Article VIII – Finances

### Article IX -- Statutory Authority

### Article X – Withdrawal

### Article XI – Amendments

### Article XII -- Effective Date

## **PREAMBLE**

The San Bernardino Associated Governments is an Association voluntarily established by its members pursuant to a Joint Exercise of Powers Agreement for the purpose of providing a forum for discussion, study and development of recommendations on countywide, subregional and regional problems of mutual interest and concern. It shall be the responsibility of the Association to effect improved intergovernmental cooperation and thereby increase the overall quality of government services.

## **Article I - Functions**

The functions of the Association are:

- A. Exchange of planning information. Making available to members plans and planning studies, completed or proposed by local governments or those of state or federal agencies which would affect local governments.
- B. Study of sub-regional problems. Identification and study of problems requiring planning by more than one governmental entity within the collective area of its membership and the making of appropriate policy or action recommendations.
- C. Review and/or develop governmental proposals. Review and/or develop proposals creating agencies of regional scope and the making of appropriate policy or action recommendations concerning the need for such units or agencies.
- D. Consider questions of mutual interest and concern to members of the Association and develop policy and action recommendations.
- E. Act upon any matter to the extent and in the manner required, permitted or authorized by joint powers agreements, state or federal law or the regulations adopted pursuant to any such law.

# Bylaws, San Bernardino Associated Governments (SANBAG)

Amended  
~~June 7,~~  
~~2017~~ April 5,  
 2023

## Article II - Definitions

- A. Association.** The Association, as used in these Bylaws, means the San Bernardino Associated Governments as established by these Bylaws.
- B. Board of Directors.** As used in these Bylaws, means the official representatives of the members of the San Bernardino Associated Governments.
- C. Official Representative.** As used in these Bylaws, means either the Mayor or Councilmember of each member city or town, and the members of the Board of Supervisors of the County of San Bernardino.
- D. Alternate.** Alternate, as used in these Bylaws when referring to the Board of Directors, shall mean either the Mayor or a Councilmember of each member city or town in the absence of the official representative of that member city or town. The County shall have no alternates to the Board of Directors.
- E. San Bernardino Council of Governments or SBCOG.** San Bernardino Council of Governments or SBCOG means the San Bernardino Associated Governments, and San Bernardino Associated Governments may do business as San Bernardino Council of Governments or SBCOG.

## Article III - Membership and Representation

### A. Membership.

1. Membership shall be contingent upon the execution of the Joint Exercise of Powers Agreement and the payment by the county, cities and towns of each annual assessment.
2. Any city or town in the area set forth in the Joint Exercise of Powers Agreement may become a member after the initial formation of this Association, provided that all the provisions of this Article III are met by the jurisdiction seeking membership.
3. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for non-voting, advisory membership in the Association. The representatives of any such advisory member may participate in the work of committees of the Association.

### B. Representation.

1. Only the official representatives or alternates present shall represent a member on the Board of Directors.
2. The mayor of each city or town shall be either the official representative or alternate for such city or town unless the city or town council specifically designates another councilmember to act as representative and alternate.
3. Names of official representatives and alternates shall be communicated to the Board of Directors by the appointing city, town or county.
4. Official representatives and alternates shall serve until a successor is appointed, except if an official representative or alternate ceases to be a member of the legislative body or



## Bylaws, San Bernardino Associated Governments (SANBAG)

Amended  
~~June 7,~~  
~~2017~~ April 5,  
2023

mayor of the city, town or county appointing him/her, in which case his/her seat as an official representative shall be vacant until a successor is appointed.

5. The official representatives and alternates appointed by the members to the Association Board shall be the same persons appointed to serve as official representatives and alternates on the San Bernardino County Transportation Authority Board.

### Article IV - Board of Directors

#### A. The powers and functions of the Board of Directors, subject to the limitations of Article I, shall include:

1. The making of policy decisions and the determination of policy matters for the Association.
2. Any official representative may, at any meeting of the Board of Directors, propose a subject or subjects for study by the Association. The Board of Directors may determine whether a study will be made of the subject or subjects so proposed.
3. The Board of Directors shall review the proposed budget and assessment schedule submitted by the Executive Director and shall adopt an annual budget and an assessment schedule.

#### B. Duties.

1. The Board of Directors shall conduct the affairs of the Association.
2. The Board of Directors shall have power to transfer funds within the total budget amount in order to meet unanticipated needs or changed situation.
3. The Board of Directors shall have the power to appoint committees to study specific problems, programs, or other matters which they have approved for study.
4. Recommendations from committees for policy decisions shall be made to the Board of Directors. The Board shall act upon policy recommendations including policy recommendations from committees.

#### C. Meetings.

1. Regular meetings of the Board of Directors shall be held at such times as shall be designated by the Board, and as shall be coordinated with the San Bernardino County Transportation Authority regular meetings. Special meetings of the Board of Directors may be called by the President or a majority of the Board of Directors. Written notice of a special meeting shall be given to the official representatives and alternates in accordance with Government Code section 54956. An agenda specifying the subject of the special meeting shall accompany the notice.
2. At its first meeting of the calendar year or such other meeting determined by the Board of Directors, the Board of Directors shall establish the time and dates of its regular meetings for such year in coordination with the times and dates of regular meetings of the San Bernardino County Transportation Authority. The meeting location shall be determined the preceding month by the Board of Directors. Other meetings may be called by the

## Bylaws, San Bernardino Associated Governments (SANBAG)

Amended  
~~June 7,~~  
~~2017~~ April 5,  
 2023

Board of Directors for the purpose of determining sub-regional consensus of items of common interest.

3. Association committees shall meet on the call of their chairpersons or as otherwise provided herein.

### **D. Voting on the Board of Directors shall be conducted in the following manner:**

1. A quorum of the Board of Directors shall consist of official representation from a majority of the membership of the Board of Directors, and the Board of Directors shall act only upon a majority vote of the membership.
2. 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.
3. Voting may be by voice, electronic or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

### **E. Expenses.**

1. Members of the Board of Directors shall receive a stipend of one hundred dollars (\$100) for attendance at each regular meeting of the Board, and also may be compensated at a rate not exceeding one hundred dollars (\$100) for any day attending to the business of SANBAG, but not to exceed \$200 in any month. Except with regard to regular meetings of the Board, members may receive only one stipend on any day for which they attend to the business of both SANBAG and SBCTA. Members~~and~~ shall be reimbursed for the actual and necessary traveling and personal expenses incurred by them in the performance of their duties to the extent that reimbursement is not otherwise provided by another public agency.

## **Article V - Officers, Elections and Vacancies**

- A. Officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer. The President and Vice President of the San Bernardino County Transportation Authority Board shall be the President and Vice President of the Association Board. The Secretary shall be the Clerk of the Board of the San Bernardino County Transportation Authority and the Treasurer shall be the Chief Financial Officer of the San Bernardino County Transportation Authority, but they shall have no votes in the Association.
- B. The President shall be the presiding officer of the Board of Directors. The Vice President shall act in his or her absence.
- C. The Secretary shall keep a record of all proceedings and perform the usual duties of such office. The Treasurer shall have custody of all funds, and perform the usual duties of such office, provided however, the Treasurer of San Bernardino County shall maintain in a separate trust account all funds received by the Association.

## **Article VI - Executive Director**

## Bylaws, San Bernardino Associated Governments (SANBAG)

Amended  
~~June 7,~~  
~~2017~~ April 5,  
 2023

The Executive Director of the San Bernardino County Transportation Authority shall be the Executive Director and chief administrative officer of the Association. The powers and duties of the Executive Director are:

- A. Subject to the authority of the Board of Directors, to administer the affairs of the Association.
- B. To appoint, direct and remove all staff of the Association.
- C. Annually to prepare and present a proposed budget to the Board of Directors and to control the approved budget.
- D. To attend the meetings of the Board of Directors.
- E. To perform such other and additional duties as the Board of Directors may require.

### Article VII – General Counsel

The General Counsel of the San Bernardino County Transportation Authority shall be the General Counsel and chief legal advisor of the Association. The powers and duties of the General Counsel are:

- A. Subject to the direction of the Board of Directors, to provide legal advice and representation for the Association.
- B. To appoint, retain, direct and remove all legal counsel and legal staff of the Association.
- C. To attend the meetings of the Board of Directors.
- D. To perform such other and additional duties as the Board of Directors may require.

### Article VIII - Finances

- A. Fiscal Year. The Fiscal Year of the Association shall commence on July 1.
- B. Budget Submission and Adoption. The budget of the Association shall be submitted to the Board of Directors by the Executive Director on or before the second to last regular meeting of each fiscal year. The annual budget and assessment schedule shall be adopted by the Board of Directors not later than May 15th of each fiscal year. Notwithstanding any provision of the agreement establishing the Association, any member that cannot pay its assessment therefore because of any applicable law or charter provision or other lack of ability to appropriate or pay the same, may add such assessment to its assessment for the next full fiscal year. The budget for each year shall provide the necessary funds with which to obtain and maintain the requisite liability and worker's compensation insurance to fully protect each of the signatory parties hereto against liabilities reasonably estimated to arise out of Association's own activities, and such insurances shall be so obtained and maintained.
- C. Annual Audit. The Board of Directors shall cause an annual audit of the financial affairs of the Association to be made at the end of each fiscal year. The audit report shall be made available to Association members.
- D. Indemnification for Tort Liability. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public

## Bylaws, San Bernardino Associated Governments (SANBAG)

Amended  
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~~2017~~ April 5,  
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entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said code, the parties hereto as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The rules set forth in Civil Code Section 2778 are hereby made a part of these Bylaws.

- E.** Notwithstanding the provisions of said Joint Exercise of Powers Agreement by which this Association is formed, no contract, employment, debt, liability or obligation of the Association shall be binding upon or obligate any member of this Association without the express written request or consent of such member and only to the extent so requested or consented to, nor shall the Association have the authority or the power to bind any member by contract, employment, debt, liability, or obligation made or incurred by it without the written request or consent of such member and then only to such extent as so requested or consented to in writing.

### Article IX - Statutory Authority

The San Bernardino Associated Governments shall be an agency established by a joint powers agreement among the members pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California and shall have the powers vested in the Association by state or federal law, the Joint Exercise of Powers Agreement, or these Bylaws. The Association shall not have the power of eminent domain, or the power to levy taxes.

### Article X - Withdrawal

Any member city, town or county may, at any time, withdraw from the Association providing, however, that the intent to withdraw must be stated in the form of a resolution enacted by the legislative body of the jurisdiction wishing to withdraw. Such resolution of intent to withdraw from the Association must be given to the Executive Director by the withdrawing jurisdiction at least 90 days prior to the effective date of withdrawal. Such withdrawal shall be made prior to May 1 of any year and shall be effective only as of July 1 of the year withdrawal is made.

### Article XI - Amendments

The Board of Directors shall review these Bylaws periodically. Amendments to these Bylaws may be proposed by an official representative on the Board of Directors. A proposed amendment shall be submitted to the Board of Directors at least 14 days prior to the regular meeting at which the proposed amendment shall be first introduced. Each proposed amendment shall be considered and voted upon no sooner than the first regular meeting following the introduction of the amendment.

A majority vote of the entire membership of the Board of Directors is required to adopt an amendment to these Bylaws.

## Bylaws, San Bernardino Associated Governments (SANBAG)

Amended

~~June 7,~~  
~~2017~~April 5,  
2023

Initial adoption of these Bylaws shall follow this same procedure.

### Article XII - Effective Date

These Bylaws shall go into effect ~~July 8, 2017~~April 5, 2023.

Attachment: SANBAG\_SBCOG\_Bylaw2017\_2023\_Amnd (9346 : Proposed Amendment to SBCOG Bylaws Regarding Stipends)

# Bylaws, San Bernardino Associated Governments (SANBAG)

Amended  
April 5, 2023

## Preamble

## Article I – Functions

## Article II – Definitions

## Article III -- Membership & Representation

## Article IV -- Board of Directors

## Article V -- Officers, Elections & Vacancies

## Article VI -- Executive Director

## Article VII – General Counsel

## Article VIII – Finances

## Article IX -- Statutory Authority

## Article X – Withdrawal

## Article XI – Amendments

## Article XII -- Effective Date

### **PREAMBLE**

The San Bernardino Associated Governments is an Association voluntarily established by its members pursuant to a Joint Exercise of Powers Agreement for the purpose of providing a forum for discussion, study and development of recommendations on countywide, subregional and regional problems of mutual interest and concern. It shall be the responsibility of the Association to effect improved intergovernmental cooperation and thereby increase the overall quality of government services.

### **Article I - Functions**

The functions of the Association are:

- A. Exchange of planning information. Making available to members plans and planning studies, completed or proposed by local governments or those of state or federal agencies which would affect local governments.
- B. Study of sub-regional problems. Identification and study of problems requiring planning by more than one governmental entity within the collective area of its membership and the making of appropriate policy or action recommendations.
- C. Review and/or develop governmental proposals. Review and/or develop proposals creating agencies of regional scope and the making of appropriate policy or action recommendations concerning the need for such units or agencies.
- D. Consider questions of mutual interest and concern to members of the Association and develop policy and action recommendations.
- E. Act upon any matter to the extent and in the manner required, permitted or authorized by joint powers agreements, state or federal law or the regulations adopted pursuant to any such law.

# Bylaws, San Bernardino Associated Governments (SANBAG)

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## Article II - Definitions

- A. Association.** The Association, as used in these Bylaws, means the San Bernardino Associated Governments as established by these Bylaws.
- B. Board of Directors.** As used in these Bylaws, means the official representatives of the members of the San Bernardino Associated Governments.
- C. Official Representative.** As used in these Bylaws, means either the Mayor or Councilmember of each member city or town, and the members of the Board of Supervisors of the County of San Bernardino.
- D. Alternate.** Alternate, as used in these Bylaws when referring to the Board of Directors, shall mean either the Mayor or a Councilmember of each member city or town in the absence of the official representative of that member city or town. The County shall have no alternates to the Board of Directors.
- E. San Bernardino Council of Governments or SBCOG.** San Bernardino Council of Governments or SBCOG means the San Bernardino Associated Governments, and San Bernardino Associated Governments may do business as San Bernardino Council of Governments or SBCOG.

## Article III - Membership and Representation

### A. Membership.

1. Membership shall be contingent upon the execution of the Joint Exercise of Powers Agreement and the payment by the county, cities and towns of each annual assessment.
2. Any city or town in the area set forth in the Joint Exercise of Powers Agreement may become a member after the initial formation of this Association, provided that all the provisions of this Article III are met by the jurisdiction seeking membership.
3. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for non-voting, advisory membership in the Association. The representatives of any such advisory member may participate in the work of committees of the Association.

### B. Representation.

1. Only the official representatives or alternates present shall represent a member on the Board of Directors.
2. The mayor of each city or town shall be either the official representative or alternate for such city or town unless the city or town council specifically designates another councilmember to act as representative and alternate.
3. Names of official representatives and alternates shall be communicated to the Board of Directors by the appointing city, town or county.
4. Official representatives and alternates shall serve until a successor is appointed, except if an official representative or alternate ceases to be a member of the legislative body or mayor of the city, town or county appointing him/her, in which case his/her seat as an official representative shall be vacant until a successor is appointed.



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5. The official representatives and alternates appointed by the members to the Association Board shall be the same persons appointed to serve as official representatives and alternates on the San Bernardino County Transportation Authority Board.

## Article IV - Board of Directors

### A. The powers and functions of the Board of Directors, subject to the limitations of Article I, shall include:

1. The making of policy decisions and the determination of policy matters for the Association.
2. Any official representative may, at any meeting of the Board of Directors, propose a subject or subjects for study by the Association. The Board of Directors may determine whether a study will be made of the subject or subjects so proposed.
3. The Board of Directors shall review the proposed budget and assessment schedule submitted by the Executive Director and shall adopt an annual budget and an assessment schedule.

### B. Duties.

1. The Board of Directors shall conduct the affairs of the Association.
2. The Board of Directors shall have power to transfer funds within the total budget amount in order to meet unanticipated needs or changed situation.
3. The Board of Directors shall have the power to appoint committees to study specific problems, programs, or other matters which they have approved for study.
4. Recommendations from committees for policy decisions shall be made to the Board of Directors. The Board shall act upon policy recommendations including policy recommendations from committees.

### C. Meetings.

1. Regular meetings of the Board of Directors shall be held at such times as shall be designated by the Board, and as shall be coordinated with the San Bernardino County Transportation Authority regular meetings. Special meetings of the Board of Directors may be called by the President or a majority of the Board of Directors. Written notice of a special meeting shall be given to the official representatives and alternates in accordance with Government Code section 54956. An agenda specifying the subject of the special meeting shall accompany the notice.
2. At its first meeting of the calendar year or such other meeting determined by the Board of Directors, the Board of Directors shall establish the time and dates of its regular meetings for such year in coordination with the times and dates of regular meetings of the San Bernardino County Transportation Authority. The meeting location shall be determined the preceding month by the Board of Directors. Other meetings may be called by the Board of Directors for the purpose of determining sub-regional consensus of items of common interest.
3. Association committees shall meet on the call of their chairpersons or as otherwise provided herein.



# Bylaws, San Bernardino Associated Governments (SANBAG)

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## **D. Voting on the Board of Directors shall be conducted in the following manner:**

1. A quorum of the Board of Directors shall consist of official representation from a majority of the membership of the Board of Directors, and the Board of Directors shall act only upon a majority vote of the membership.
2. 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.
3. Voting may be by voice, electronic or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

## **E. Expenses.**

1. Members of the Board of Directors shall receive a stipend of one hundred dollars (\$100) for attendance at each regular meeting of the Board, and also may be compensated at a rate not exceeding one hundred dollars (\$100) for any day attending to the business of SANBAG, but not to exceed \$200 in any month. Except with regard to regular meetings of the Board, members may receive only one stipend on any day for which they attend to the business of both SANBAG and SBCTA. Members shall be reimbursed for the actual and necessary traveling and personal expenses incurred by them in the performance of their duties to the extent that reimbursement is not otherwise provided by another public agency.

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- B. The President shall be the presiding officer of the Board of Directors. The Vice President shall act in his or her absence.
- C. The Secretary shall keep a record of all proceedings and perform the usual duties of such office. The Treasurer shall have custody of all funds, and perform the usual duties of such office, provided however, the Treasurer of San Bernardino County shall maintain in a separate trust account all funds received by the Association.

## **Article VI - Executive Director**

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- A. Subject to the authority of the Board of Directors, to administer the affairs of the Association.
- B. To appoint, direct and remove all staff of the Association.

## Bylaws, San Bernardino Associated Governments (SANBAG)

Amended  
April 5, 2023

- C. Annually to prepare and present a proposed budget to the Board of Directors and to control the approved budget.
- D. To attend the meetings of the Board of Directors.
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### Article VII – General Counsel

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- C. Annual Audit. The Board of Directors shall cause an annual audit of the financial affairs of the Association to be made at the end of each fiscal year. The audit report shall be made available to Association members.
- D. Indemnification for Tort Liability. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said code, the parties hereto as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of

# Bylaws, San Bernardino Associated Governments (SANBAG)

Amended  
April 5, 2023

said Section 895.2. The rules set forth in Civil Code Section 2778 are hereby made a part of these Bylaws.

- E. Notwithstanding the provisions of said Joint Exercise of Powers Agreement by which this Association is formed, no contract, employment, debt, liability or obligation of the Association shall be binding upon or obligate any member of this Association without the express written request or consent of such member and only to the extent so requested or consented to, nor shall the Association have the authority or the power to bind any member by contract, employment, debt, liability, or obligation made or incurred by it without the written request or consent of such member and then only to such extent as so requested or consented to in writing.

## Article IX - Statutory Authority

The San Bernardino Associated Governments shall be an agency established by a joint powers agreement among the members pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California and shall have the powers vested in the Association by state or federal law, the Joint Exercise of Powers Agreement, or these Bylaws. The Association shall not have the power of eminent domain, or the power to levy taxes.

## Article X - Withdrawal

Any member city, town or county may, at any time, withdraw from the Association providing, however, that the intent to withdraw must be stated in the form of a resolution enacted by the legislative body of the jurisdiction wishing to withdraw. Such resolution of intent to withdraw from the Association must be given to the Executive Director by the withdrawing jurisdiction at least 90 days prior to the effective date of withdrawal. Such withdrawal shall be made prior to May 1 of any year and shall be effective only as of July 1 of the year withdrawal is made.

## Article XI - Amendments

The Board of Directors shall review these Bylaws periodically. Amendments to these Bylaws may be proposed by an official representative on the Board of Directors. A proposed amendment shall be submitted to the Board of Directors at least 14 days prior to the regular meeting at which the proposed amendment shall be first introduced. Each proposed amendment shall be considered and voted upon no sooner than the first regular meeting following the introduction of the amendment.

A majority vote of the entire membership of the Board of Directors is required to adopt an amendment to these Bylaws.

Initial adoption of these Bylaws shall follow this same procedure.

## Article XII - Effective Date

These Bylaws shall go into effect April 5, 2023.

## ***Minute Action***

AGENDA ITEM: 40

***Date:*** March 1, 2023

***Subject:***

San Bernardino Regional Housing Trust

***Recommendation:***

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

Authorize staff to initiate the process of establishing the San Bernardino Regional Housing Trust, including the process of establishing a new Joint Powers Authority, upon receipt of award of Regional Early Action Planning 2.0 funds.

***Background:***

On January 4, 2023, the San Bernardino Council of Governments (SBCOG) Board President established an Ad Hoc Committee of the Board to review the governance structure of the proposed San Bernardino Regional Housing Trust as recommended by staff. On January 23, 2023, the Ad Hoc Committee met to discuss governance structure options and voted to proceed with staff's recommendation of establishing a separate Joint Powers Authority (JPA) for the Housing Trust, which is the recommendation reflected in this item.

In response to an increasing need for: 1) access to affordable housing across the San Bernardino region; 2) the lack of sufficient funding to produce needed affordable housing (due in part to the dissolution of redevelopment agencies); and 3) an increased interest in solutions to comprehensively address regional housing needs, SBCOG, in coordination with the San Bernardino County Transportation Authority (SBCTA), is developing pathways for increased funding to support housing-related programs. One such pathway is the establishment of a regional housing trust fund, which would serve as a funding mechanism to support housing programs.

In 2021, in response to increasing concern around the region's housing shortage, the SBCOG City/County Managers Technical Advisory Committee (CCMTAC) formed an Ad Hoc Committee. The Ad Hoc expressed interest in exploring the feasibility of implementing a housing trust fund for the San Bernardino region. In response, in January 2022, SBCOG released a Draft San Bernardino Regional Housing Trust White Paper (White Paper) that detailed the potential benefits, structures, and an assortment of relevant case studies regarding the formation of a Regional Housing Trust Fund. In the White Paper, it is recommended that a housing trust serving the San Bernardino region be structured as a Joint Powers Authority (JPA) made up of member agencies with a non-profit component that would enable the San Bernardino Regional Housing Trust (Housing Trust) to solicit and accept private donations. It is further recommended that SBCOG administer the Housing Trust to utilize the existing staff resources and expertise related to the pursuit of regional grant funds, and to better connect housing with transportation efforts at a regional scale.

Staff has worked extensively with the CCMTAC and its Ad Hoc Committee since January 2022 to prepare material that can be used in the formation of the Housing Trust. Through the collaborative nature of the work, staff has developed a framework, structure, and pathway for the

*Entity: San Bernardino Council of Governments*

potential creation of a new JPA that will be its own separate legal entity, to be known as the San Bernardino Regional Housing Trust (SBRHT).

The SBRHT's purpose and vision are "To attract significant funding and affordable housing development interest into the San Bernardino region." The goals of the SBRHT are to:

- Attract affordable housing developers
- Increase/preserve the region's affordable housing supply
- Increase equitable access to community resources
- Provide financial relief for vulnerable and cost-burdened households
- Protect against displacement, overcrowding, and poor housing conditions

These goals will be achieved through the prioritized Housing Trust activities established by the new JPA. However, based on the feedback received from the CCMTAC Ad Hoc and SBCOG member jurisdictions, and concurred with by the CCMTAC so far, the activities include:

- Gap financing for housing development
- Land banking for member jurisdictions
- Local housing program funding and technical support
- Housing preservation or rehabilitation
- Funding for partner Non-Government Organizations
- Housing and services for those experiencing homelessness

In order to implement the programs identified, research has been completed on key funding opportunities, which include:

- Grant funding pursuits
- Local agency level revolving loan funds
- Nonprofit component
- Vehicle Miles Traveled (VMT) mitigation bank

In addition to these programs and funds that can be sought through the SBRHT, staff is seeking a large initial grant award through Southern California Association of Governments (SCAG) and California Department of Housing and Community Development (HCD) to fund the first three years of programing and start-up costs of \$14 million. These grant dollars will then be leveraged to gain access to a state fund that matches 1:1, up to \$5 million. With these opportunities, staff estimates that approximately as much as \$30 million could be utilized as the initial program funds for the Housing Trust.

Programming priorities of the Housing Trust will be prescriptive by the funding type. However, the JPA can identify an average amount to be considered by the Housing Trust. The new JPA will finalize the funding allocations by program through the Administrative Plan. So at this point, the program funds are not yet determined, but for at least the "New Construction of Affordable Housing" we can provide a potential look at what the Housing Trust can fund.

The Housing Trust Strategic Plan contains a Local Funding Gap Analysis wherein the recently completed and pipeline affordable housing projects are broken down. Based on that analysis, we can determine that the average debt for construction of the projects is approximately 10%. Staff proposes that this will be the funding gap area within which the Housing Trust will work.

The Housing Trust will not be able to completely eliminate the need for debt, but it can lower the dollar amount. By leveraging city and county contributions, the Housing Trust can maximize the ability of the developer to reach its full funding picture by lowering the debt need. By lowering the debt need, the Housing Trust hopes to achieve one of the fundamental goals of establishing the Housing Trust, that is, to bring more housing development to the region. The Housing Trust would be able to match city and/or county contributions up to a Housing Trust total of \$5 million on an annual basis for new construction of affordable housing through the State's Local Housing Trust Fund Program. Working with local jurisdictions, staff has also begun receiving pipeline project information from the jurisdictions that were not initially identified in the Local Funding Gap Analysis. This outreach will be an on-going process with the member jurisdictions even after the establishment of the new JPA to continue seeking funds for new projects.

Other pre-development types of programs under the Housing Trust, including Affordable Housing Preservation/Rehabilitation, Community Land Trusts, Workforce Housing, and technical assistance, etc. will be funded through the SCAG Regional Early Action Planning (REAP) 2.0 funds for the first three (3) years. Allocations of funds under this program will be created and approved by the new Housing Trust JPA. In addition to these funds sources, staff will actively seek out earmark funds and work on establishing a partnership with a non-profit organization to accept private donations. These funds will also be addressed through the Administrative Plan to be approved by the new Housing Trust JPA.

It is the desire of the SBCOG and CCMTAC that the Housing Trust be self-sustained outside of administrative costs. Administrative costs will be funded with membership dues and donations. The programs implemented would be grant funded or revolving to ensure a constant stream of dollars for the priority activities. The current political climate in the State of California is such that housing is a priority issue, and there are ample funding opportunities available for housing that are currently "being left on the table." The Housing Trust would be a mechanism by which the San Bernardino region can gain access to these funds and maximize leverage on housing funding.

All member agencies of SBCOG are invited to participate in the new JPA. SBCOG would manage the Housing Trust program for the benefit of the new JPA's participating member jurisdictions. In doing so, the function of program administration is borne by SBCOG, and there is a cost associated with managing the program. Current estimated administrative cost is expected to be around \$315,000 annually with a cost escalation to be built in and will be allocated across the Housing Trust JPA member jurisdictions. As has been set by precedent with many programs and projects SBCOG administers on behalf of its members, the cost is typically split among jurisdictions by population. Staff recognizes the vast population share difference between large and small jurisdictions in the San Bernardino region, and thus, to narrow the cost gap, staff proposes a tiered approach with a built-in minimum and maximum membership fee structure, as shown below. This will significantly minimize the funding contribution gap between various member jurisdictions.

Population	Annual Admin Fee
Up to 25,000	\$26,000
25,001 – 50,000	\$30,000
50,001 – 100,000	\$32,000
250,001+	\$35,000

Based on prior input, staff is suggesting a one vote per jurisdiction voting structure so that all member agencies have an equal voice on how the Housing Trust funds will be allocated. The reasoning for this recommendation is as follows:

1) There is no “return to source” issue with regard to the potential funds received and allocated through the Housing Trust. All funds will originate outside of this region and are supplemental to funds that roll into the San Bernardino region. The Housing Trust will seek funds that can be leveraged by existing agency funds. Any program match by the local jurisdiction will be leveraged with outside funds. The jurisdictional membership dues, in comparison to the outside implementation program funding, are expected to be very small, which minimizes the possible funding inequities.

An alternative approach, such as creating a Board of Directors wherein member jurisdictions are given additional votes for paying a bit more of the cost allocation, would likely be perceived as inequitable. For instance, a structure that permits larger jurisdictions to essentially steer a larger portion of the outside funds toward their respective priorities would not be perceived as equitable.

2) Based on input to date, staff is suggesting that the allocation of resources and funds be considered by program on a sub-regional basis rather than by jurisdiction. With the understanding that each jurisdiction needs to see a return on the annual investment, allocation by sub-regional program will allow for jurisdictions to seek resources for their respective needs over time, rather than compete repeatedly on a jurisdiction by jurisdiction basis. Staff will propose a plan be prepared that provides a project look-ahead to ensure needs of the member jurisdictions are met over time, recognizing that some needs will be addressed earlier and some later. The project prioritization list will be modeled after similar documents under SBCTA and will allow for an understanding of project readiness, schedules, and budgets. As it is likely that most programs under the housing trust will be restricted by grant requirements and schedules, project selection may be determined by the funding agencies. Based on the above reasons, staff suggests that one vote per jurisdiction allows for equitable discourse and Housing Trust policy implementation across the region.

The new JPA will consider final determination of the project priority list once the JPA is established. This item is brought before the SBCOG Board in order for staff to receive input on the governance structure of the new JPA.

The attached reports provide better information regarding the formation of the Housing Trust, and give a detailed overview and analysis of background information needed to formally establish the Housing Trust. The Draft Strategic Plan (Attachment 2) includes:

- A summary of all outreach and engagement conducted for the Housing Trust to-date
- An assessment of housing needs within the San Bernardino region
- An analysis of funding opportunities for funding programs of the Housing Trust
- An inventory of existing and pipeline affordable housing developments in San Bernardino
- A scope of work and line item budget identifying estimated administration costs

On September 7, 2022, the SBCTA/SBCOG Board authorized SBCTA/SBCOG staff to submit a REAP 2.0 grant application that includes a proposal to establish a Housing Trust in the County of San Bernardino, and staff submitted the REAP 2.0 application by the December 31, 2022 deadline. Subsequently, as requested by HCD, the Board adopted a formal resolution to submit the application.

In order to get a sense of how many jurisdictions will be participating in the Housing Trust, SBCOG requested Letters of Intent from interested jurisdictions so that staff can prepare for implementation of the JPA, finalize the grant application to SCAG, identify cost allocation, and begin to prepare a list of project priorities. As of the submission of this item and since October 2022, SBCOG has received letters of intent to participate from 10 jurisdictions:

- City of Colton
- City of Fontana
- City of Needles
- City of Ontario
- City of Rancho Cucamonga
- City of Redlands
- City of Twentynine Palms
- City of Yucaipa
- Town of Yucca Valley
- County of San Bernardino

Upon approval of this item and funding through SCAG, staff will begin the process of creating a new JPA for the Housing Trust and begin working on the Administrative Plan.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2022/2023 Budget. Any budget amendment items would be subsequent to this and will be in conjunction with award of REAP 2.0 funds.

***Reviewed By:***

This item was deferred by the Board of Directors Metro Valley Study Session on December 15, 2022 and instead recommended that the Board of Directors create an Ad Hoc Committee. This item was received by the Mountain/Desert Policy Committee on December 16, 2022. On January 4, 2023, the Board of Directors created an Ad Hoc Committee to review staff's recommendation, and the Ad Hoc Committee of the Board of Directors met and confirmed staff's recommendation on January 23, 2023.



Board of Directors Agenda Item  
March 1, 2023  
Page 6

***Responsible Staff:***

Monique Reza-Arellano, Council of Governments and Equity Programs Manager

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Approved  
Board of Directors  
Date: March 1, 2023

Witnessed By:

## HOUSING TRUST OFFICERS, STAFF TIME, CONTRACT EMPLOYEE, ADMINISTRATIVE COST

	COSTS	HOURS/FY	SCOPE OF WORK
<b>EXECUTIVE OFFICERS</b>			
EXECUTIVE DIRECTOR	\$ 8,289.74	15	Provide Direction and Oversight
Director of SPAI	\$ 3,281.50	10	Review Procurement/Risk
DEPUTY EXECUTIVE DIRECTOR	\$ 7,316.24	20	Provide Direction and Oversight
CFO	\$ 8,219.30	24	Provide Direction, Oversight, Financial direction
<b>Total</b>	<b>\$ 27,106.78</b>	<b>69</b>	

<b>ADMINISTRATIVE COSTS</b>			
STIPENDS	\$ 6,000.00		\$100/board member/meeting (based on 15 Board Members)
TRAVEL	\$ 1,000.00		Based on COG (half of COG budget estimate)
MILEAGE	\$ 746.38		Based on 0.625 mileage rate for interested jurisdictions
Administrative Staff	\$ 18,611.42	160	Clerk of the Board & Deputy COB support of Board & quarterly meetings
Risk Management	\$ 2,352.75	10	Review insurance language for consultants, manage COIs, manage insurance broker, submit jpa insurance application, pay insurance bill
Accounting Supervisor	\$ 3,130.22	20	Review and approve AR and AP postings and provide data to auditors
Accountant	\$ 4,402.59	30	Bank reconciliation, audit, journal entries
Accounting Assistant - AP	\$ 2,381.89	30	post AP transactions
Accounting Assistant - AR	\$ 3,161.11	30	post AR transactions
Senior Accounting Assistant	\$ 4,136.18	30	Payroll and budget
Procurement Manager (1 year cost)	\$ 2,245.00	10	2 procurement/3 years for contract employee
Procurement Analyst (1 year cost)	\$ 11,757.10	80	2 procurement/3 years for contract employee
<b>Total</b>	<b>\$ 59,924.63</b>	<b>400</b>	

<b>CONTRACTED SERVICES</b>			
INSURANCE	\$ 5,000.00		
AUDIT	\$ 8,000.00		
1 CONTRACT EMPLOYEE	\$ 160,000.00		
LEGAL SUPPORT	\$ 54,000.00		General Counsel's, Administrative Analyst Time, and on-call/outside legal counsel as needed
Sheriff	\$ 683.76		\$85.47*2 hours per 4 meetings
	<b>\$ 227,683.76</b>		

<b>Total Cost</b>
<b>\$ 314,715.17</b>



# STRATEGIC PLAN

Attachment: SBCTA Strategic Plan\_Compressed (9218 : San Bernardino Regional Housing Trust)

PREPARED BY:  
**DUDEK**

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# INTRODUCTION

40.b

In response to an increasing need for access to affordable housing across the San Bernardino region, the lack of sufficient funding to produce needed affordable housing, due in part to the dissolution of redevelopment, and an increased interest in solutions to comprehensively address regional housing needs, the San Bernardino Council of Governments (SBCOG) / San Bernardino County Transportation Authority (SBCTA), referred to as SBCOG from this point forward, is developing pathways for increased funding to support housing-related programs. One such pathway is the establishment of a regional housing trust fund, which would serve as a funding mechanism to support housing programs.

In 2021, in response to increasing concern around the region's housing shortage, the City/County Managers Technical Advisory Committee (CCMTAC) of the San Bernardino Council of Governments (SBCOG) formed an adhoc subcommittee (Subcommittee). The Subcommittee expressed interest in exploring the feasibility of implementing a housing trust fund for the San Bernardino region. In response to the request of the Subcommittee, in January 2022, SBCOG released a Draft San Bernardino Regional Housing Trust White Paper that details the potential benefits, structures, and an assortment of relevant case studies regarding the formation of a Regional Housing Trust Fund. In the White Paper, it is recommended that a housing trust serving the San Bernardino Region be structured as a Joint Powers Authority (JPA) made up of participating members with a non-profit component that allows the Housing Trust to solicit and accept private donations. It is further recommended that a Housing Trust should be administered by SBCOG to utilize existing staff resources and expertise related to the pursuit of regional grant funds and to better connect housing with regional transportation efforts.

To better inform the formation of the San Bernardino Regional Housing Trust Fund (Housing Trust), this report provides a detailed overview and analysis of background information needed to formally establish the Housing Trust. This includes a summary of all outreach and engagement conducted for the Housing Trust to-date, an assessment on housing needs within San Bernardino, an analysis of funding opportunities for funding programs of the Housing Trust, and inventory of existing and pipeline affordable housing developments in San Bernardino. The analyses will provide the foundation for the Administrative Plan of the Housing Trust, which will detail the purpose and structure, participating jurisdictions, administrative responsibilities, and program objectives of the Housing Trust.





# OUTREACH SUMMARY

40.b

In 2021, in response to increasing concern around the region's housing shortage, the Technical Advisory Committee (TAC) of the San Bernardino Council of Governments (SBCOG) expressed interest in exploring the feasibility of implementing a housing trust fund for the San Bernardino region. In response to the request of the TAC, in January 2022, SBCOG in collaboration with the San Bernardino County Transportation Authority (SBCTA) released a Draft San Bernardino Regional Housing Trust White Paper. The White Paper details the potential benefits, structures, and an assortment of relevant case studies regarding the formation of a San Bernardino Regional Housing Trust Fund (Housing Trust). In the White Paper, it is recommended that a housing trust serving the San Bernardino Region be structured as a Joint Powers Authority (JPA) made up of participating members with a non-profit component that allows the Housing Trust to solicit and accept private donations. It is further recommended that a Housing Trust should be administered by SBCOG to utilize existing staff resources and expertise related to the pursuit of regional grant funds and to better connect housing with regional transportation efforts.

The release of the White Paper garnered interest in a Housing Trust across the region. Building on this momentum, SBCOG conducted a robust outreach effort to engage the SBCOG member jurisdictions, housing trust professionals, and other interested parties. This summary provides a description of the outreach conducted prior to the establishment of the Housing Trust. The contacted parties consist primarily of member jurisdictions of SBCOG. Additionally, representatives of other local or regional housing trusts, jurisdictions, and organizations in Southern California were also consulted. The outreach served to identify and gauge the interest in developing a Housing Trust, while addressing questions, and collecting information on local housing needs and priorities.

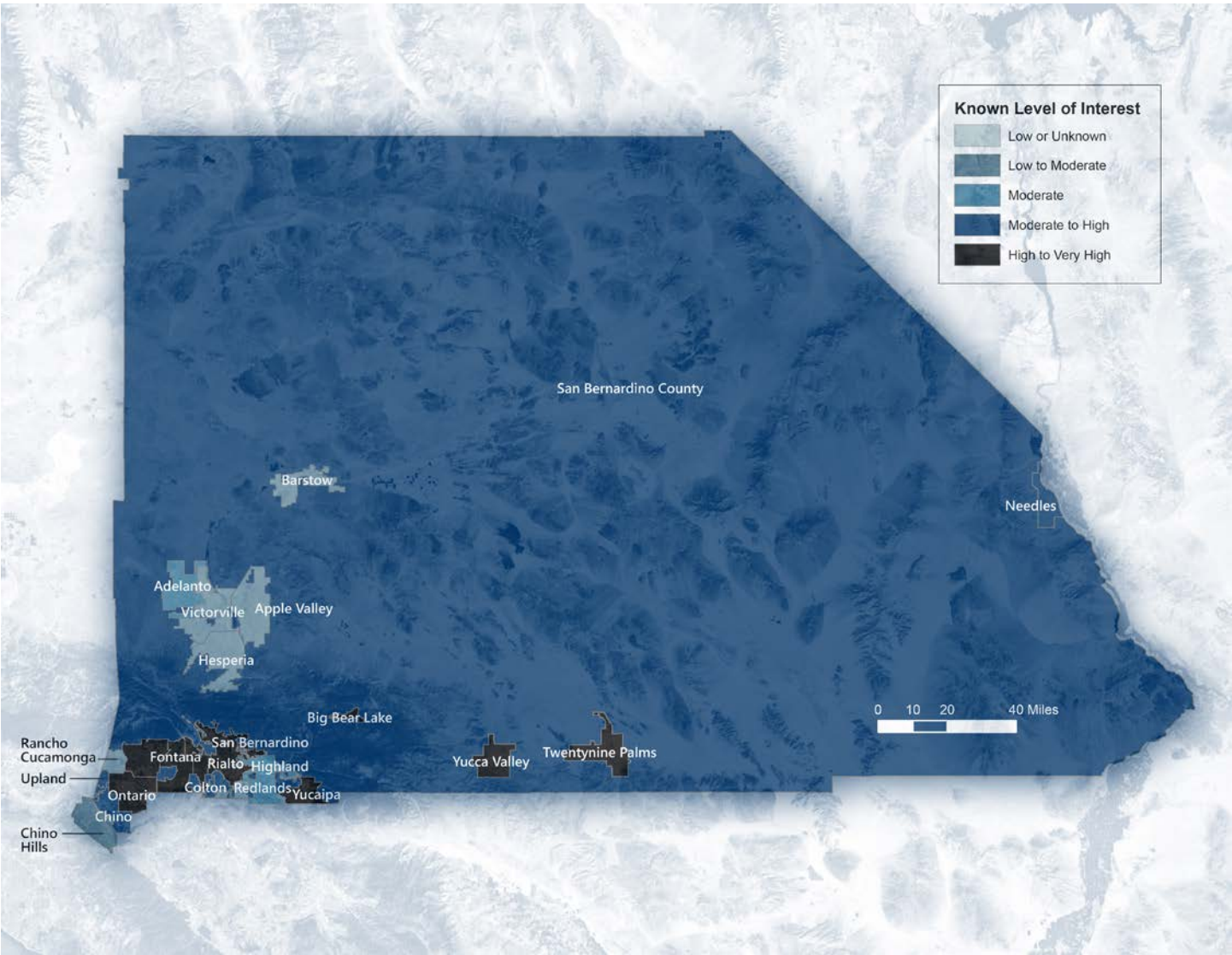
Representatives from 24 cities and towns of San Bernardino County were contacted, as well as representatives from the County of San Bernardino and its Housing Authority, and representatives from housing trusts and non-profits across Southern California. Presentations were provided to the COG Board, Planning Directors, and the City Managers TAC, one-on-one meetings were held with all COG member jurisdictions that expressed interest, and a survey was sent out to the SBCOG listserv. Those consulted provided insight on the development of a Housing Trust for the San Bernardino region. Other local or regional housing trusts, jurisdictions, and organizations that were consulted include the County of Orange, Orange County Housing Finance Trust (OCHFT), and San Gabriel Valley Regional Housing Trust (SGVRHT).

Attachment: SBCTA\_Strategic Plan\_Compessed (9218 : San Bernardino Regional Housing Trust)

SBCOG MEMBER INTEREST

Through the outreach conducted, representatives from jurisdictions expressed their respective jurisdictions level of interest in the Housing Trust and housing-related priorities. A list of all jurisdictions is provided below, and each is categorized based on its known level of interest in participating in the Housing Trust. Categories include “highly interested,” “potentially interested,” or “unknown/uninterested,” as shown in Figure 1, Jurisdiction Interest in Housing Trust Participation.

Figure 1. Jurisdiction Interest in Housing Trust Participation



Attachment: SBCTA\_Strategic Plan\_Compressed (9218 : San Bernardino Regional Housing Trust)



## SBCOG MEMBER JURISDICTION – HOUSING PRIORITIES, ISSUES, CONCERNS, AND IDEAS

Outreach conducted by SBCOG provided an overview of the White Paper detailing what a Housing Trust is, what varying structures can be used for administering a Housing Trust, and what we have learned from neighboring Housing Trusts. Housing Trust interest and housing-related priorities were solicited through outreach and engagement including one-on-one meetings, meetings with the COG Board, the COG CMTAC, Planning Directors, and a survey. The following summarizes the varying housing priorities, issues, concerns, and ideas that were expressed by representatives of the varying SBCOG member jurisdictions.

- **Organization, Structure, and Administrative Cost of the Housing Trust:**

Most jurisdictions expressed strong interest in understanding the exact cost and benefits that will apply to their respective cities/county.

- Grants should be sought after to offset the cost of membership.
- There needs to be a clear benefit of participation.
- A population-based methodology for determining the membership fee should be considered.
- Offsetting the cost of the fee is important, but all participants should pay a fee to participate to demonstrate a clear commitment.
- The structure for the allocation of funds should ensure that funds are allocated to all participating jurisdictions. Should avoid weighted voting powers for larger cities. Small cities want a seat at the table.
- If weighted toward small cities, it takes the burden off the large cities to construct.
- All participants should be full participants and partial participation should not be included within the structure.
- The Housing Trust should establish readily deployable solutions to assist in the near-term as well as long-term solutions.
- Can Housing Authorities join the Housing Trust? Yes. The Joint Exercise of Powers Act allows two or more public agencies to jointly exercise powers by agreement to form a Joint Powers Authority (JPA). The term “public agency” is defined very broadly and can include, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency,

a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority. Housing authorities are independent agencies governed by the U.S. Department of Housing and Urban Development, so while they qualify as a public agency, there may be bureaucratic or political constraints to housing authorities joining a JPA.

- **Funding Sources:**

Many jurisdictions expressed ideas about potential funding sources for the Housing Trust.

- The trust should pursue grants on behalf of the participants.
- A ballot measure could bring funds in to support the Housing Trust.
- Seek opportunities to coordinate with large employers. This could be a linkage fee, or a donation tied to the number of employees. Many employees in the warehouse sector are commuting long distances.
- Consider linking fees for housing to vehicle miles traveled fees.
- There is money to spend but no staff to administer funds.
- Participating jurisdictions can impose new fees or tap into existing ones to pay into the Housing Trust.
- Jurisdictions can place funds into the Housing Trust that they may have difficulty expending by the deadline.
- Jurisdictions should not be required to allocate general funds or in-lieu fees toward the Housing Trust.

- **Expenditure of Funds:**

While there are many priority areas where jurisdictions have expressed interest in expending available funds, specifics of how funds would be expended were also discussed.

- Funds can provide a source of gap financing for developments that are seeking or have secured funding.
- Resources could be allocated by need and interest or geographically.
- Funding could be prioritized for those projects receiving Low Income Housing Tax Credits (LIHTC).

- **Housing for those Experiencing Homelessness:**

Jurisdictions expressed a need to support housing and services for those experiencing homelessness.

- The County oversees many homelessness services and the level of influence the Housing Trust could have on homelessness could play into participation from the County.
- Existing Permanent Supportive Housing can serve as models for developers. There are some waiting in households for supportive housing units to become available.
- Staffing can be a challenge for administering programs.
- The supply and availability of affordable housing is directly tied to homelessness.
- Emergency shelters are needed in the interim until people can get into housing.
- There is a need for a taskforce on homelessness.
- Wraparound services are needed. Need to pair with services tied to mental health.

- **Housing Rehabilitation:**

Some expressed a need for the rehabilitation and conversion of existing structures.

- Adaptive reuse can increase units, expedite the development process, and reduce development costs. This can be particularly useful for Supportive Housing, as these units tend to fill up quickly.
- New construction takes too long. Rehabilitation and conversion can be used to expedite the process. Modular housing is another solution for reducing the cost of development.
- Acquisition and rehabilitation projects are not competitive for funding.
- Reserves are limited and do not provide enough for acquisition and rehabilitation.
- Hotels can present opportunities for conversion.

- **Workforce and Missing Middle Housing:**

Workforce and missing middle housing refers to housing types that fall somewhere between a single-family home and a mid-rise apartment building, such as townhomes, duplexes, triplexes, and bungalow courts, offering increased housing opportunities for households earning between 80% and 120% of the area median income. These housing types are an important component of a diverse housing stock, as they can expand

the diversity and affordability of housing, especially in lower density neighborhoods. Many conversations led to a focus on the need for more workforce and missing-middle housing.

- Much of the affordable housing that is being developed in the region is affordable to households earning between 30% and 60% of the area median income.
- Housing vouchers support households earning up to 80% of the area median income, but there are few housing types for those earning up to 120% of the area median income.
- Single-bedroom units are in high demand. This is the most desirable unit type for older and aging adults.
- Households need to have access to wealth building and to pass wealth and housing along to families.
- Some households need further support to remain in their homes.

- **Land Banking:**

Land banks acquire, hold, manage, and sometimes redevelop property in order to return these properties to productive use to meet community goals, such as increasing affordable housing or stabilizing property values. Many jurisdictions expressed an interest in land banking.

- When surplus land is available, it is good to take the opportunity. Few surplus sites are suited for residential uses. They are typically industrial, too small, not zoned for housing, or not a developable piece of property.

- **Community Land Trusts (CLTs):**

CLTs are a form of shared-equity homeownership that maintain the units as affordable over a long-term. CLTs typically make units affordable through the use of subsidies and maintain long-term affordability to future purchasers through a legally binding mechanism, such as a long-term ground lease or a deed covenant. CLTs are generally managed by a nonprofit or quasi-governmental organization and governed by a body comprised of purchasers of CLT homes, members of the public, and governmental and nonprofit stakeholders to ensure they remain grounded in the needs of the community.

- CLTs and land banking can go hand-in-hand. As land can be donated for the purposes of support a CLT.

- Some CLT models do not prioritize ownership and it can be difficult to see the benefits.
- The benefits of the CLT model should be communicated clearly.

- **Coordination with Other Agencies and Organizations:**

- It's important to reach out to the tribal groups and work with the San Bernardino Valley Community College District.
- Loma Linda hospital and the university could certainly be interested in participating.
- Potential coordination with the federal government, although it may be challenging, the Department of Defense.
- Seek opportunities to coordinate with Western Riverside COG.
- Coordinate with other trusts such as the San Diego County Innovative Housing Trust.
- There is a lot of interest in housing trusts from localities in the Inland Empire. It is important to follow the progress of others to share information.
- Seek opportunities to coordinate with Habitat for Humanity.
- Coordinate with Housing Authorities across the region.

- **Other:**

A variety of other housing priorities, concerns, and needs were discussed that are not categorized. They are as follows.

- There is a strong need for more housing overall. All types of housing at all income levels.
- There is a need for funds to support soft costs of development such as predevelopment, land acquisition, and funding for entitlements.
- The loss of Redevelopment Agencies has left a large gap in the localities ability to support households with grants and loans for home improvement, provide rent relief, and financial support for housing production and rehabilitation.
- There are no sustainable sources of funding for cities to support affordable housing.
- The cost of land is rising, and residents are driving to jobs outside of the region. It is important to do more locally (jobs and housing). People need to have the option to live where they work.

- There may be more than can be done in the realm of accessory dwelling units.
- There are several entities and developers that want to provide housing for seniors, veterans, and those with disabilities but there are limited funds.
- The cannabis industry is expanding more rapidly than the housing supply, and this is creating a housing supply issue. There needs to be coordination and proactive action to address these concerns. This could look like linkage fees or community benefits agreements.
- Develop creative and cooperative solutions to housing that can be replicated across the region.

## OUTSIDE ORGANIZATIONS CONSULTED

In addition to the outreach conducted to the SBCOG member jurisdictions, the following organizations were consulted to provide insight into best practices and strategies for housing trust funds. The following organizations were consulted:

- Orange County Housing Finance Trust (OCHFT)
- County of Orange (County)
- San Gabriel Valley Regional Housing Trust (SGVRHT)
- Inland SoCal Housing Collective (ISCHC)

Key takeaways from meetings with these organizations are detailed below.



## Orange County Housing Finance Trust

Orange County Housing Finance Trust (OCHFT) was established by statute in 2018 as a JPA consisting of the County of Orange and 23 cities in Orange County. OCHFT provides funding for housing and services to support those experiencing homelessness. Funding for projects is allocated between Service Planning Areas (SPAs), where geographic boundaries guide public health planning.

The OCHFT receives much of its support through the County of Orange, including significant financial contributions. The County of Orange provided seed funding for administrative costs to the OCHFT for the first year and provides annual contributions. OCHFT notes that the County of Orange is one of their largest contributors and the funding allows the trust to maximize funds provided through the state Local Housing Trust Fund grant program. The Trust partners with the Orange County Community Foundation, which accepts funding on their behalf while pursuing philanthropic opportunities without having a separate board and separate audit.

The County of Orange recognized the challenges of starting up the trust fund, so it provided support by covering all administrative costs for the first year of the housing trust. During the second year, all members contributed based on population size as detailed by the JPA bylaws. By year 3, the housing trust received administrative grant funding. The County continues to provide \$200,000 in contributions each year regardless of grant funding. A trust can receive grant funding as soon as the trust is formed, and the OCHFT has recommended to pursue grants as early as possible. There were two NOFAs released in 2 years, and the trust is currently on their third round. The County currently provides 5% of the local housing trust fund (LHTF) towards administrative expenses, and REAP funding is through the Orange County Council of Governments (OCCOG). Since the agency matches dollar to dollar with the state, up to \$5 million, more funds are available for more projects.

## County of Orange

In 2017 there was momentum building around the Orange County housing need, specific to housing for those experiencing homelessness. The County of Orange (County) has always seen itself as a regional participant, especially in the housing realm and wanted to leverage their positions to bring cities together to collaborate, which is what led to the formation of the OCHFT. The County looked into different Housing Trust models and coordinated with participants to develop a JPA Housing Trust. This strategy unified the participants to use one strong voice to garner support from the State, rather than 34 different voices. The JPA was structured so that the cities have the majority of the appointments to the board and the chair and vice chair switch out between county and non-county. This allows the County to react to the needs of the cities.

The County supported the OCHFT in the first year through staffing to set up the Trust as a separate JPA governing body. Through a Master Services Agreement, the County contributes \$20 million to the OCHFT and \$5 million through its General Fund. The Local Housing Trust

Fund matching grants helps their money go further. The OCHTF also has a Memorandum of Understanding (MOU) with the County for services annually, not to exceed \$165,550. The services provided include—but are not limited to—accounting services, cost, revenue, and budget services, financial reporting, and information technology. At least 90% of the projects that receive funding from the County also receive funding from the OCHTF.

### **San Gabriel Valley Regional Housing Trust**

The San Gabriel Valley Regional Housing Trust (SGVRHT) is established as a JPA and includes member cities from San Gabriel Valley, a region in Eastern Los Angeles County. The trust is restricted to affordable housing and is legislatively able to accept public and private financing and funds. The SGVRHT negotiated with city managers of participating cities to have an administrative fee. The administrative fee is divided between 20 cities and supports at least one full-time staff person and one part-time staff person at a cost of \$300k a year. The contributions made per city is population based and the most any city provides is \$20,000 annually. The trust allows for affiliate membership for those jurisdictions that wish to participate but do not need funds invested back into their boundaries, an affiliate membership rate is fixed at \$2,000 annually. This provides a benefit for both the trust and for partners who wish to contribute.

The trust provides gap financing on a competitive basis for affordable housing developments, applicants that receive funding from the participating jurisdictions are prioritized for funding awards. Additional projects that the trust has provided funding for include a tiny home shelter pilot project and surplus property that was converted into veteran housing. They are looking to the community land trust model, as well as affordable senior housing that is at-risk of converting to market-rate. One of the key challenges faced by households in the region is that they cannot apply for the first-time homebuyer program because the median household income and income limits are incompatible.

The San Gabriel Valley Regional Housing Trust expressed interested in pursuing a 501(c)3 component, which would qualify it for additional grant programs and would provide incentives for donors. This would aid in diversifying funds from a variety of sources including those from both public and private investments. In order to establish SGVRHT for 501(c)3, the trust will be required to identify a fiscal sponsor before pursuing private funding sources. The County is not a member of the SGVRHT, but provides financial assistance through Measure H. Through the State's 2022 budget SGVRHT was awarded a \$21 million dollar grant. This will be divided up between several programs, including approximately \$8 million for pipeline projects, \$4 million for projects to support those experiencing homelessness, and \$8 million for its revolving loan program.



## San Diego County Innovative Housing Trust

The San Diego County Board of Supervisors directed the creation of the Innovative Housing Trust Fund (IHTF) to increase the regional supply of affordable housing for low income and vulnerable populations. The efforts of IHTF were sparked through an evaluation of excess properties for lease or sale in the county. Since its inception in 2017, the IHTF has helped to create 1,397 affordable units across 20 developments in the region, leveraging over \$560 million in public and private capital sources. The IHTF is different than other trusts, in that it does not have any ongoing dedicated resources. Instead, the Board of Supervisors allocates funding when it is available. As of June 2022, the trust has had two allocations of \$25 million and one allocation of \$20 million. Because the trust does not have a dedicated funding source, they are ineligible for State matching grants, although they are currently evaluating establishing an in-lieu fee program to provide dedicated funding. IHTF staff noted the importance of having a dedicated funding source, to ensure that you have funding from year to year.

Funding of the IHTF is prioritized for development in unincorporated areas, developments that have already secured other sources of funding, and higher preference is given to projects in vehicle miles traveled (VMT) efficient areas. Allowable uses of funds include acquisition, rehabilitation, and new construction of affordable housing. IHTF acts as a lender and provides funds in the form of gap loans. With initial investments in 2017, in June of 2022, the trust has yet to see significant revenues from interest, as several projects are still under construction.



# HOUSING NEEDS ASSESSMENT

40.b

Housing supply is one of the most critical issues today facing the State of California, including San Bernardino County. The state and county face a significant housing supply and affordability crisis spurred by high land costs, rising construction costs, and limited financing options. These issues and challenges have become localized with compounding, interrelated impacts on housing supply, homelessness, and economies at the local and regional scale. A series of actions are needed at the local, regional, and statewide level to address these growing housing challenges. One such regional action is a regional housing trust fund, which can raise funds for affordable housing production, preservation and rehabilitation, and other affordable housing-related activities. The Housing Needs Assessment provides a regional analysis of demographic and economic characteristics, housing challenges, and housing needs in San Bernardino County. This report provides an assessment of housing-related data that will be used as a baseline to inform the San Bernardino Regional Housing Trust Fund.

## GEOGRAPHIES

As the largest county in the United States, San Bernardino County (County) comprises a large portion of Southern California. The region is defined by urbanized areas in the southwest, the developing Victor Valley, which is comprised of four cities with expanding residential development, resort communities in the mountains, and vast desert areas with scattered rural communities. San Bernardino County's 24 cities and towns and the San Bernardino County Board of Supervisors work collectively as the San Bernardino Council of Governments (SBCOG) to address regional matters. The jurisdictions that make up the SBCOG are shown in **Figure 2, Incorporated and Unincorporated Areas in San Bernardino County**. The Southern California Association of Governments (SCAG) is the metropolitan planning organization for a six-county region, including San Bernardino County, which is shown in **Figure 3, San Bernardino County in the SCAG Region**. The County faces unique opportunities and challenges compared to its neighboring coastal counties within the SCAG region, which are detailed through this analysis.

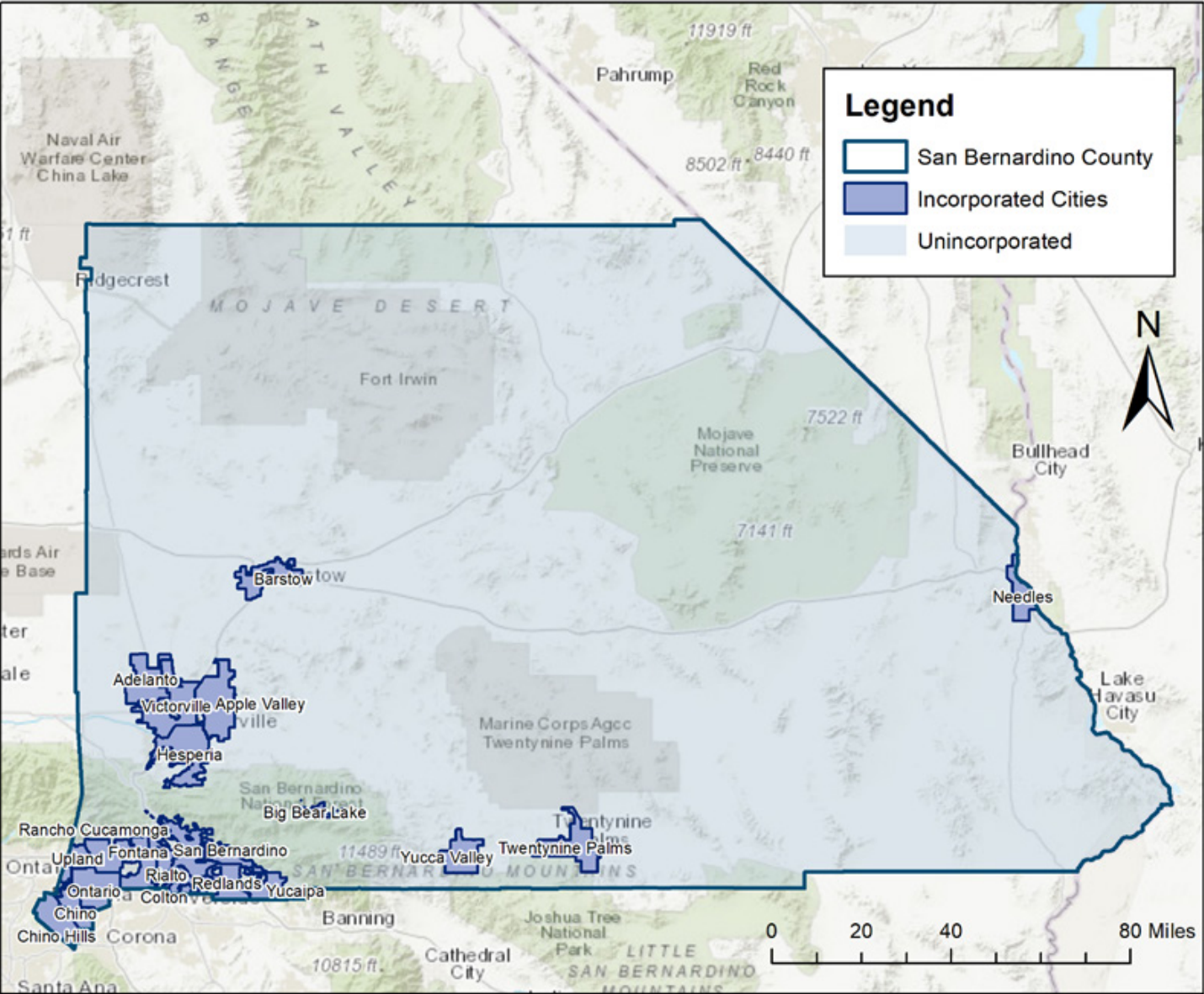
Attachment: SBCTA\_Strategic Plan\_Compressed (9218 : San Bernardino Regional Housing Trust)

## DATA SOURCES

This analysis uses State and federal data that is publicly available, as well as private sources. Together, the sources will provide an overview of existing and projected trends relating to demographics, economics, and housing market conditions. These sources include the following:

- U.S. Census Bureau Decennial Census
- U.S. Census Bureau American Community Survey (ACS)
- U.S. Census Bureau Longitudinal Employer-Household Dynamics (LEHD)
- U.S. Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS) dataset
- California Department of Finance
- California Tax Credit Allocation Committee (TCAC)
- Center for Neighborhood Technology
- California Housing Partnership
- Southern California Association of Governments

Figure 2. Incorporated and Unincorporated Areas in San Bernardino County Figure



Attachment: SBCTA Strategic Plan\_Compresed (9218 : San Bernardino Regional Housing Trust)

### 3. San Bernardino County in the SCAG Region



Attachment: SBCTA\_Strategic Plan\_Compressed (9218 : San Bernardino Regional Housing Trust)

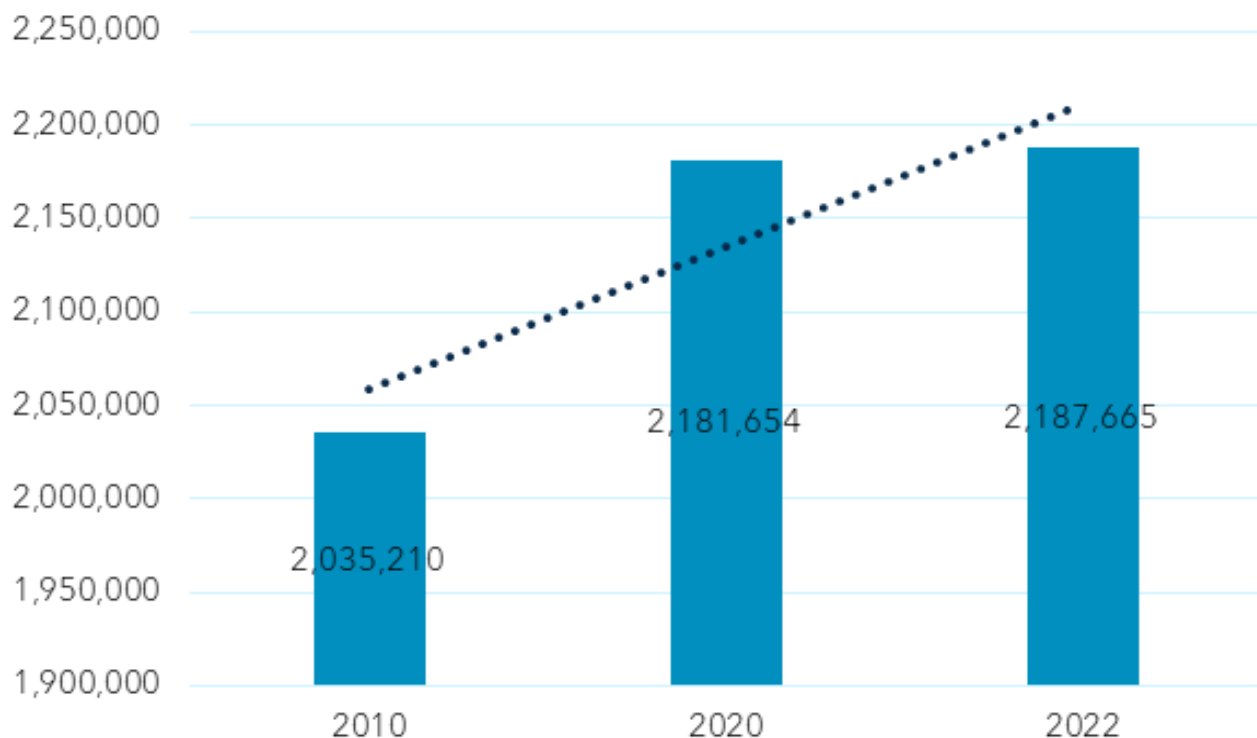


## POPULATION

San Bernardino County is one of the most populous counties in the State of California. In 2022, the County's population size was ranked 5th in the State of California and 4th in the SCAG region. Within the County, the City of San Bernardino was the most populated city in 2022. Population trends in the region from **Figure 4, Population Change** and **Figure 5, Population Compared to SCAG Region**, are provided below.

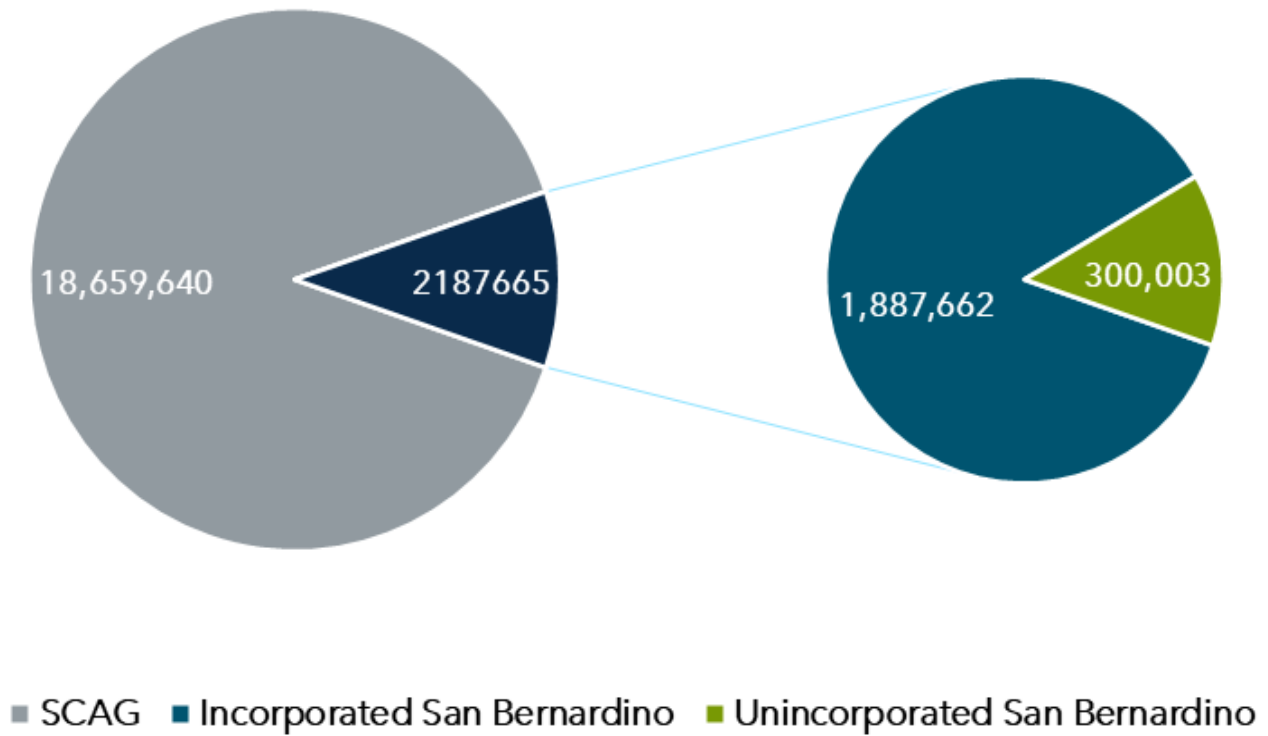
- Between 2010 and 2022, the total population of San Bernardino County increased from 2,035,210 to 2,187,665, or 7.5%.
- In 2022, the total population of San Bernardino County accounted for 11.7% of the total population of the SCAG region.
- Between 2010 and 2022, Victorville had the largest population growth of all the jurisdictions in the County at 20,658 persons. Fontana had the second-largest population growth of 16,740, and Ontario had the third-largest population growth of 15,592 persons.
- Between 2010 and 2022, Chino had the largest percent increase of population at 18.0%.

**Figure 4. Population Change (2010–2022)**



Source: California Department of Finance E-5, 2010, 2020, and 2022.

Figure 5. Population Compared to SCAG Region



Source: California Department of Finance E-5, 2022.



## ECONOMIC CHARACTERISTICS

Economic and employment trends can identify whether households are making adequate income to support their housing needs and if populations are at-risk of facing poverty. The following section highlights economic and employment trends in San Bernardino County.

### Housing Costs

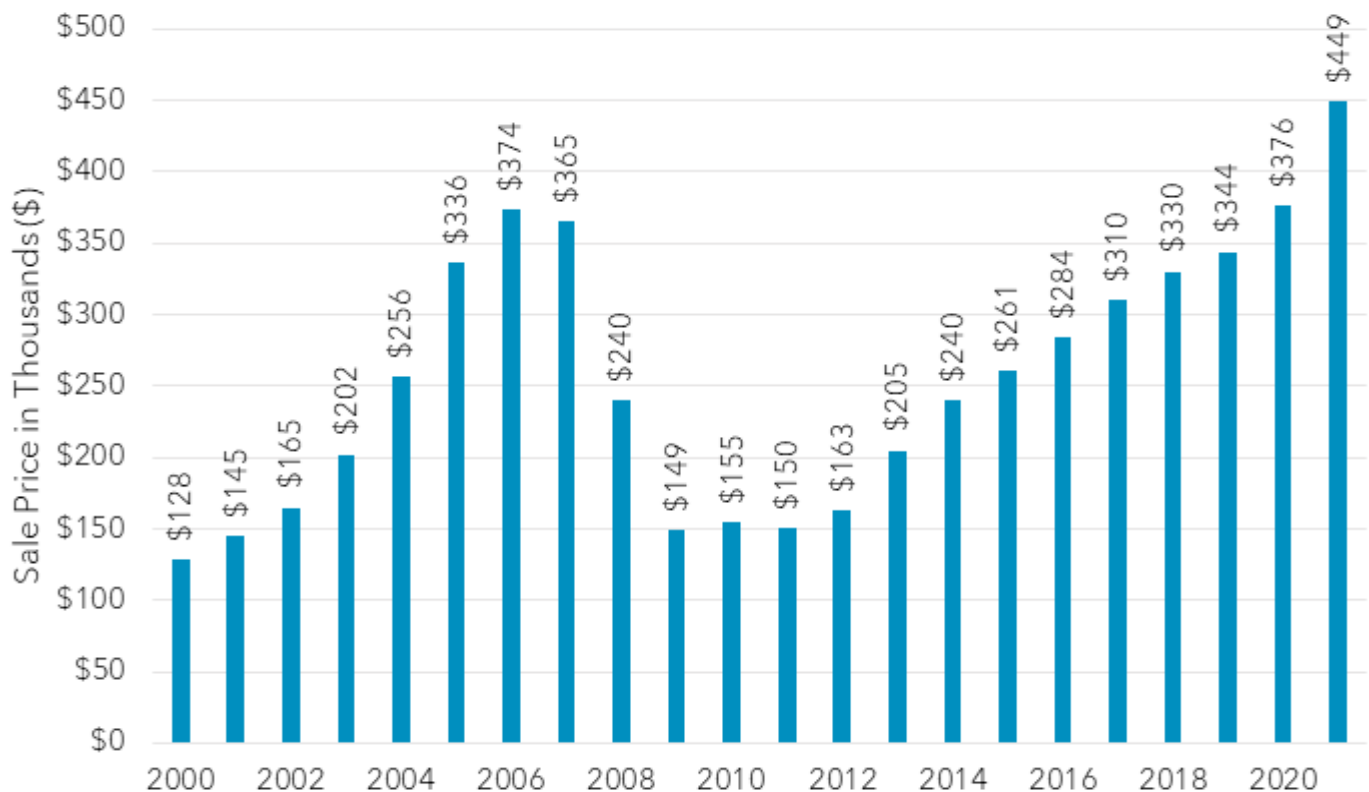
Households in San Bernardino County are affected by housing market conditions, such that the affordability of housing is impacted. This section summarizes the market conditions of for-sale and rental units.

### Home Sales Price

The median home sale price in San Bernardino County between 2000 and 2021 is illustrated in Figure 6, Median Home Sale Price in San Bernardino County.

- In 2021, the median home sale price in San Bernardino County is the highest it has been since 2000, at \$449,000, an increase of more than 19% from 2020.

**Figure 6. Median Home Sale Price in San Bernardino County (2000–2021)**



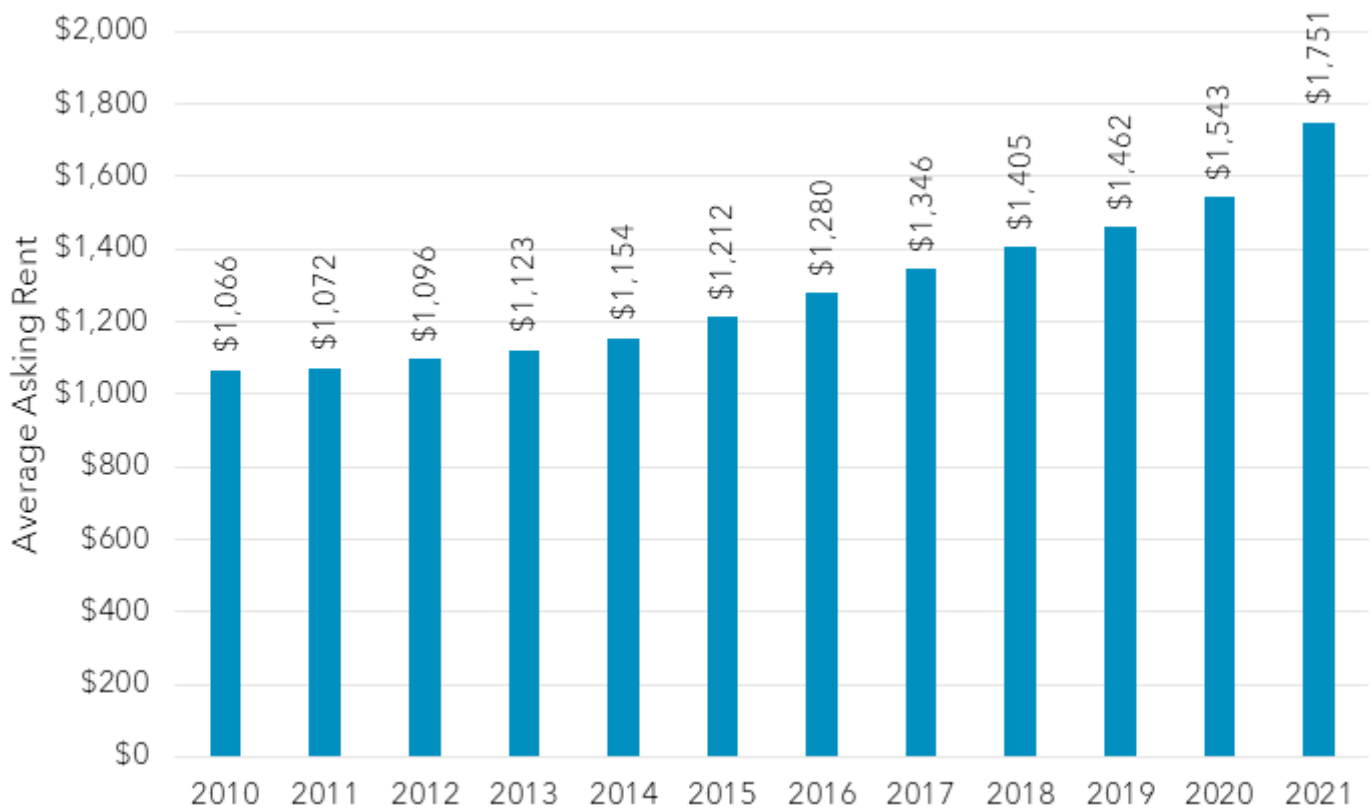
Source: California Department of Finance E-5, 2021.

## Rental Price

The average asking rent in San Bernardino County is shown in Figure 7, Annual Average Asking Rent, San Bernardino County. The affordability of rent based on income category and household size is outlined in Table 1, 2022 HUD Income Limits.

- Between 2010 and 2021, the annual average asking rent for a two-bedroom home increased from \$1,066 to \$1,751.
- In 2021 between the beginning and end of the year, average rents increased from \$1,664 to \$1,813, an increase of nearly 9%.
- Households need to earn at least \$6,043 a month (\$72,516 annually) to be able to afford a monthly rent of \$1,813.

**Figure 7. Annual Average Asking Rent, San Bernardino County (2010–2020)**



Source: California Housing Partnership. 2021. <https://chpc.net/housingneeds>. Source: U.S. Department of Housing and Urban Development.

## Income

Table 1 shows the 2022 HUD Income limits for low- very low-, and extremely low-income groups by persons in the family and Figure 8, Median Family Income, indicates the Median Family Income from 2010 to 2022.

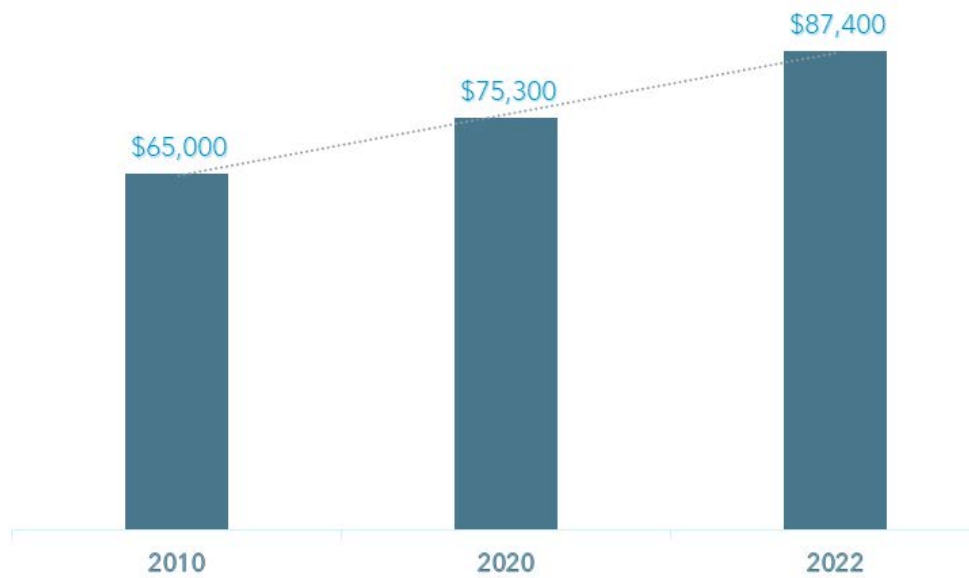
- Households meeting HUD income limits for 5 or more persons in family in the Low-Income (80% of AMI) category would be able to afford the average monthly rent of \$1,813 (two-bedroom household).
- From 2021 to 2022, the median family income increased by 12% at rate slightly higher than the average asking rent increase at 9%.

**Table 1. 2022 HUD Income Limits**

Income Category	Persons in Family							
	1	2	3	4	5	6	7	8
Low-Income (80% of AMI)	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950
Very Low-Income (50% of AMI)	\$30,800	\$35,200	\$39,600	\$44,000	\$47,550	\$51,050	\$54,600	\$58,100
Extremely Low-Income (30% of AMI)	\$18,500	\$21,150	\$23,800	\$27,750	\$32,470	\$37,190	\$41,910	\$46,630

Source: U.S. Department of Housing and Urban Development. 2022. <https://www.huduser.gov/portal/datasets/il.html>.

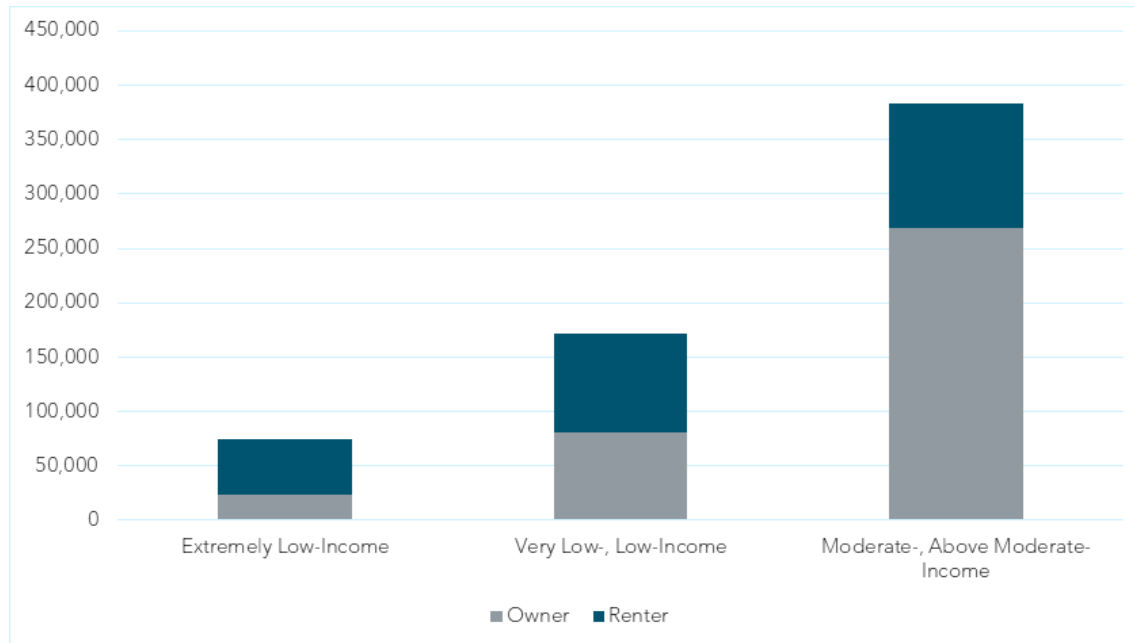
Figure 8. Median Family Income (2010–2022)



Source: U.S. Department of Housing and Urban Development. 2010 and 2022. <https://www.huduser.gov/portal/datasets/il.html>.

While median income trends indicate an increase of 16% in the last 2 years, Figure 9, Income Category Distribution, provides a comprehensive understanding of the distribution of various income groups, based on HUD income categories, and are highlighted below:

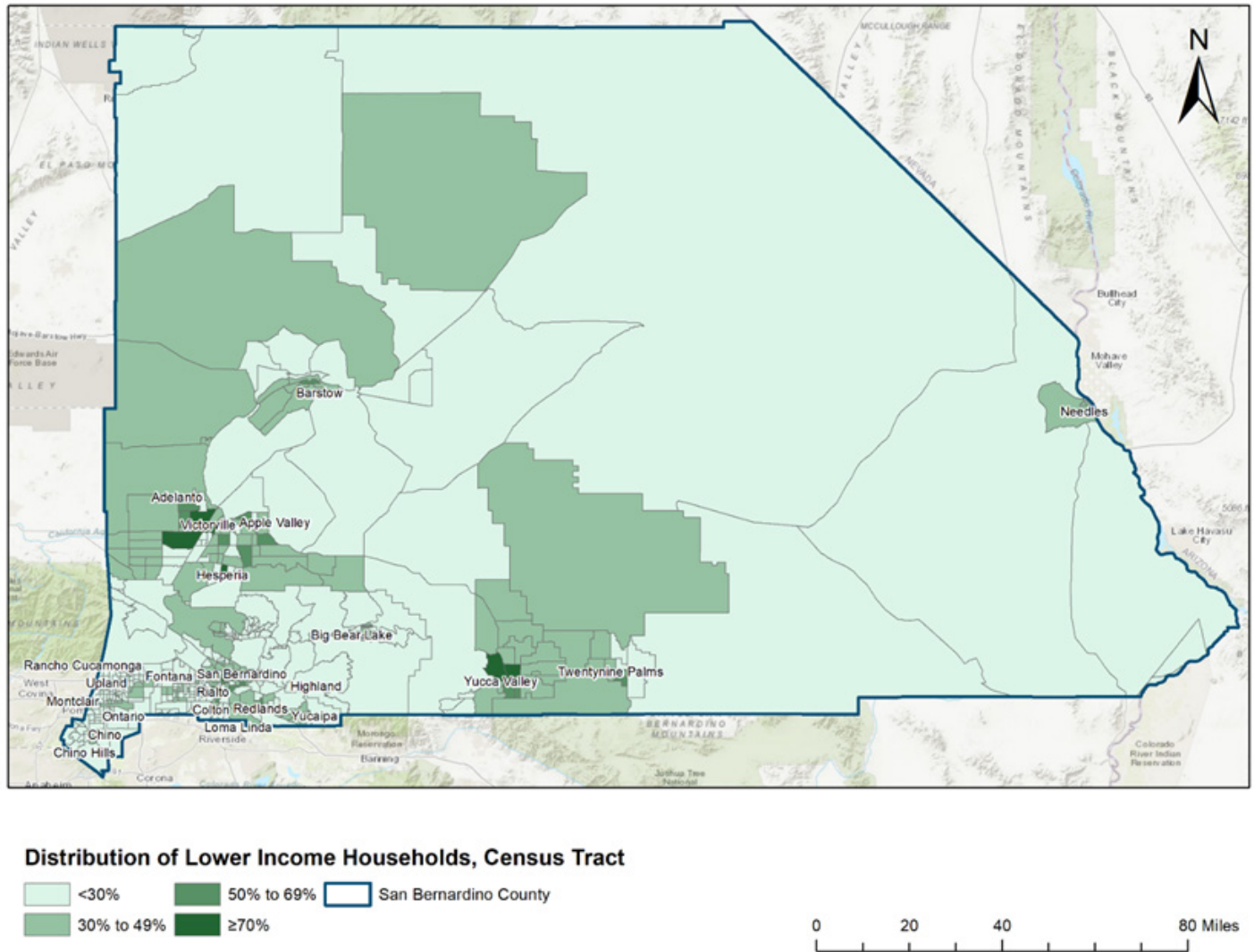
- Extremely Low-Income income households in the County are disproportionately made up of renters, who are the most at-risk of displacement cause by sudden rent increases.
- Figure 9 also highlights the wealth gap as lower-income groups make up 40% of the households while between and moderate- and above moderate-income groups make up 60%.

**Figure 9. Income Category Distribution**

Source: CHAS (Comprehensive Housing Affordability Strategy). 2014–2018 ACS, U.S. Department of Housing and Urban Development. <https://www.huduser.gov/portal/datasets/cp.html#2006-2018>.

Lower-income households are not evenly distributed throughout the County with Census tracts near or in Victorville, Hesperia and Yucca Valley indicating more than 70% of lower-income households as shown in **Figure 10, Distribution of Lower-Income Households**.

Figure 10. Distribution of Lower-income Households

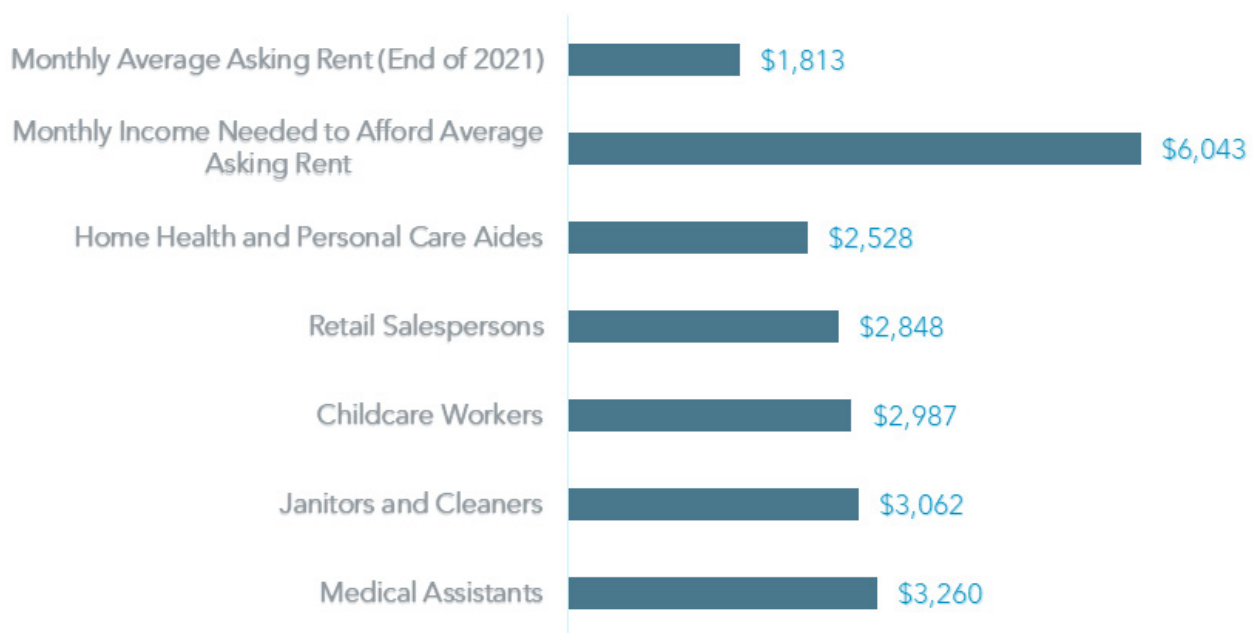


Source: U.S. Department of Housing and Urban Development, 2014-2018 Comprehensive Housing Affordability Strategy (CHAS) data; Dudek, 2022.

**Figure 11, Income Compared to Rent Prices**, provides the average monthly income across major job sectors in the County compared to the monthly income needed to afford average asking rent.

- A lower-income family (80% or less of AMI) of four would not be able to afford the monthly income needed to afford average asking rent for a two-bedroom unit.
- Average wages for the industries highlighted in Figure 11 would be considered severely cost burden as the average rent exceeds monthly income by more than 50%.

**Figure 11. Incomes Compared to Rent Prices**



Source: California Housing Partnership. Accessed June 2022. <https://chpc.net/housingneeds/>.

The challenge of housing costs and income for lower-households in the County is further reflected in **Figures 12a and 12b**, which show the percentage of total households (renter and ownership) that are considered to be burdened by their housing costs. Households that spend more than 30%, but less than or equal to 50%, of their gross incomes on housing costs are considered to be cost burdened and households that spend more than 50% of their gross incomes on housing costs are considered to be severely cost burdened. The figures highlight the following:

- There is a need for more affordable housing as nearly 50% of lower-income households (earning 80% or less of the AMI) experience moderate or severe cost burden.
- Lower-income renter households are disproportionately impacted by cost burden as 29% of all lower-income renters experience some level of cost burden, 11% of which are severely cost burdened.



Figure 12a. Low-Income Households Spending 30% - 50% of Income on Housing by Tenure

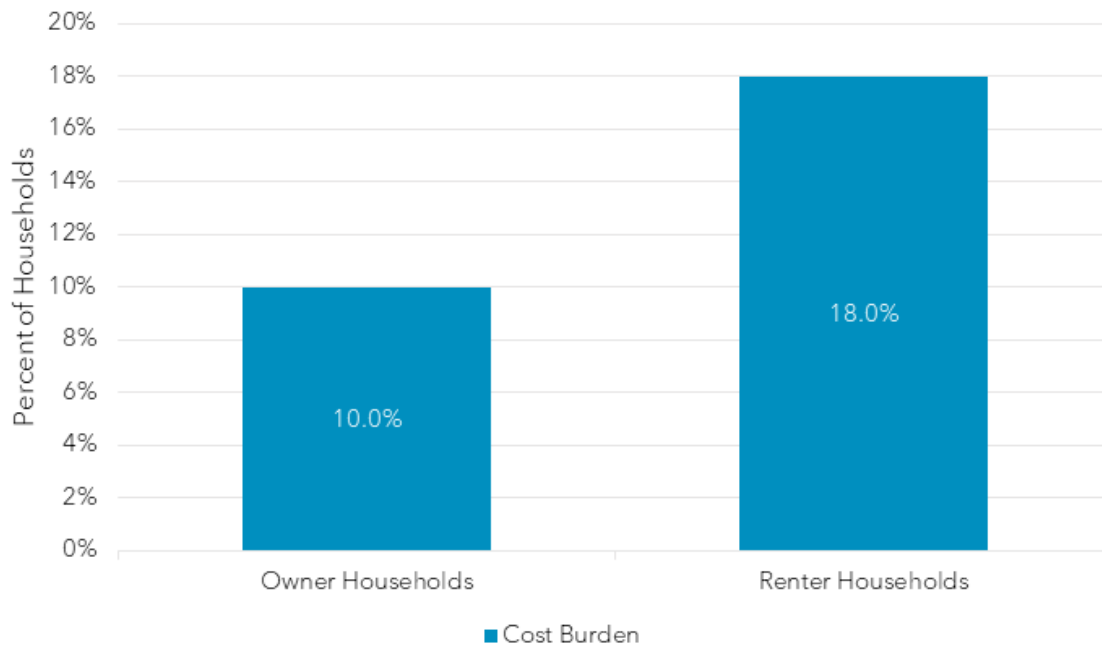
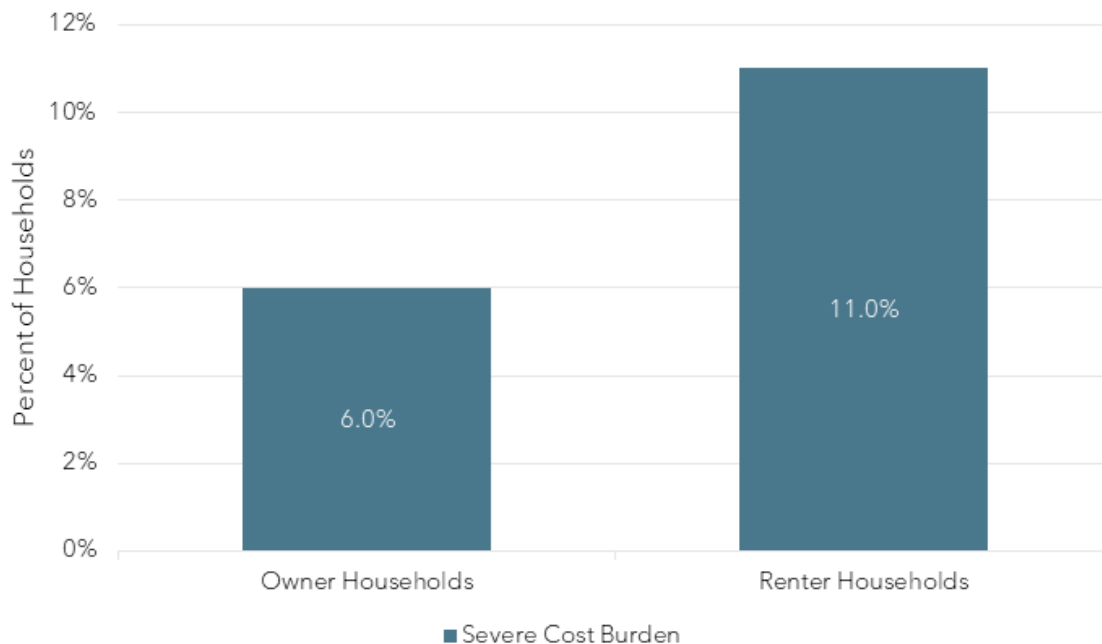


Figure 12b. Low-Income Households Spending More than 50% of Income on Housing by Tenure



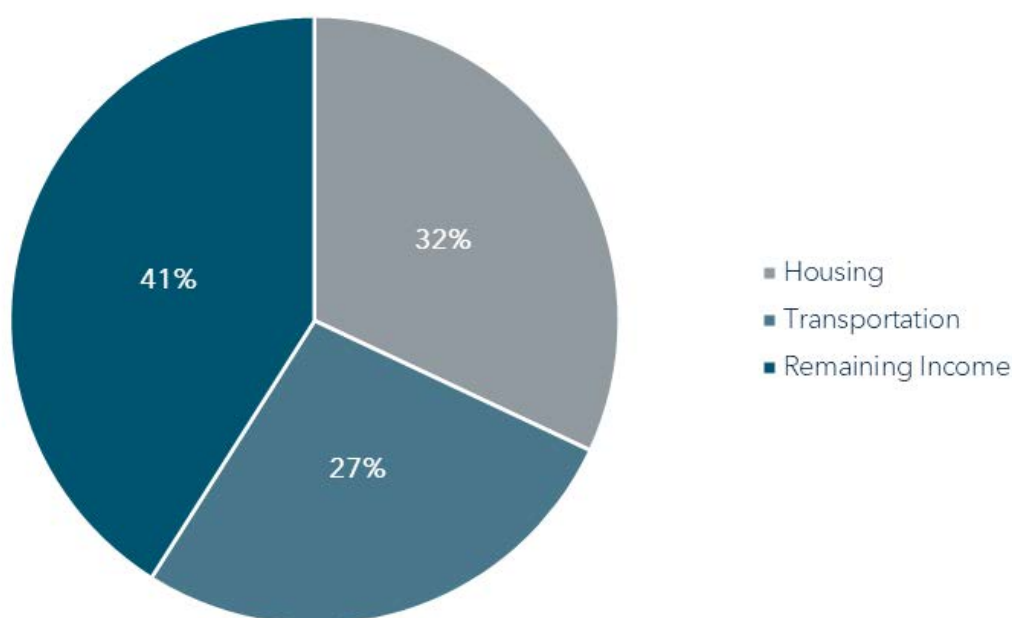
Source: U.S. Department of Housing and Urban Development, 2014-2018 Comprehensive Housing Affordability Strategy (CHAS) data.



In addition to housing costs, transportation is typically a household's second largest expenditure. Figure 13, Income Spent on Housing and Transportation Costs, factors both housing and transportation costs to provide a more comprehensive analysis of the true cost of housing. For example, people who move further from their job for more affordable housing prices, will often spend a greater amount of their income on transportation costs. In the San Bernardino region:

- The average combined housing and transportation costs are 59% of household income.
- Nearly half of the San Bernardino region households spend between 54% and 78% of their income on housing and transportation costs.

**Figure 13. Average Percent of Income Spent on Housing and Transportation Costs**



Source: Center for Neighborhood Technology. 2017. Housing and Transportation Index.

## Regional Commute Patterns

In 2019, San Bernardino County employed 879,084 workers, including those who live in nearby counties. Further, 769,630 residents of the county were employed whether they worked within the county or elsewhere. Figure 14, Inflow/Outflow Job Counts, shows the commute patterns of both residents and those employed in San Bernardino County. Most workers employed in San Bernardino County live in the county, at 46.9%. San Bernardino County also employs 24.1% of workers who reside in Los Angeles County, and 11.4% of workers who reside in Riverside County.

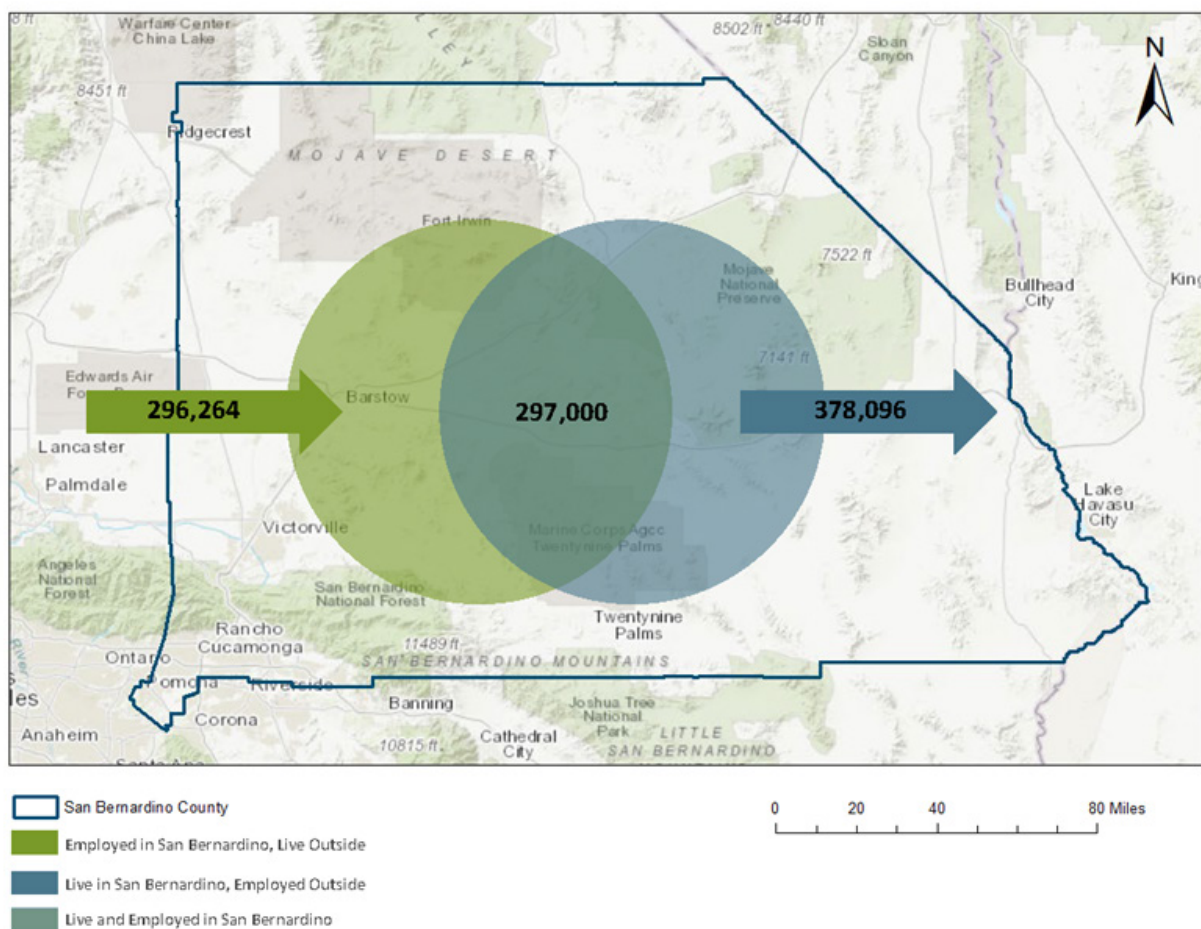
- Most workers employed in San Bernardino County work in the City of San Bernardino (16.2%), followed by Ontario (13.1%), and Rancho Cucamonga (9.9%).
- More than 53.6% of San Bernardino County residents work within the county, while 17.5% of residents work in nearby Riverside County, and 15.5% of residents work in

Los Angeles County.

- The City of San Bernardino employed the most residents in the county at 11.4%. This is followed by Fontana (9.9%), and Rancho Cucamonga (8.4%).

It should be noted, that total trips decreased from 73 million in 2019 to 45 million in 2021/2022, due to travel restrictions in response to the COVID-19 pandemic. This is a total reduction in travel activity of 39-percent. The majority of trips (85-percent) are local within San Bernardino County. Proportions of total trip purposes; whether from home to a non-workplace location, from home to the workplace and back, or trips that do not come or go from home; remained the same between 2019 to 2021/2022.<sup>1</sup>

**Figure 14. Inflow/Outflow Job Counts (All Jobs)**



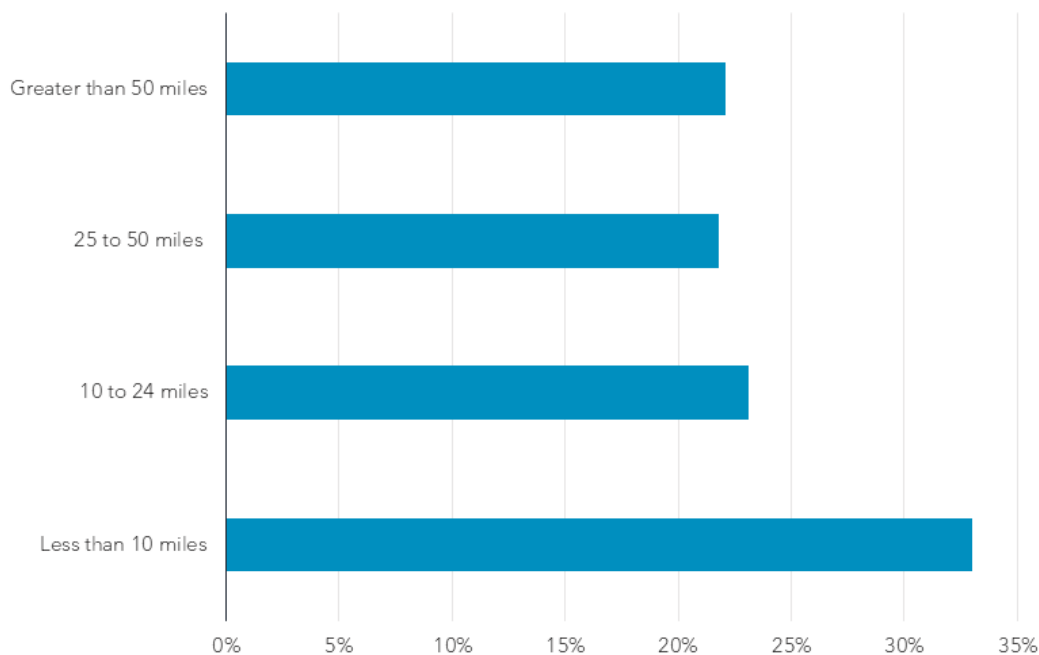
Source: United States Census Bureau. 2019. <https://onthemap.ces.census.gov/>.

<sup>1</sup>Fehr & Peers "Travel Patterns: San Bernadino County" and "Travel Patters: Unincorporated Area". Accessed September 7, 2022.

In dispersed areas, households need to own more vehicles than in urbanized areas and rely upon driving farther distances, which in turn drives up the cost of living. The annual household transportation cost in San Bernardino County is \$14,814. Households own an average of 1.92 vehicles, and 27% of household income is spent on transportation. Figure 15, County Residents Distance to Work, summarizes the distance County residents drive from home to work.

- Commute distances are generally evenly dispersed across the four mileage categories.
- While the 33% of working residents fall within the shortest commute distance of less than 10 miles, 43% of working residents likely rely on a vehicle to commute as the commute varies from 25 to more than 50 miles.

**Figure 15. County Residents Distance to Work**



Source: United States Census Bureau. 2019. <https://onthemap.ces.census.gov/>.

## HOUSING STOCK, PRODUCTION, AND NEEDS

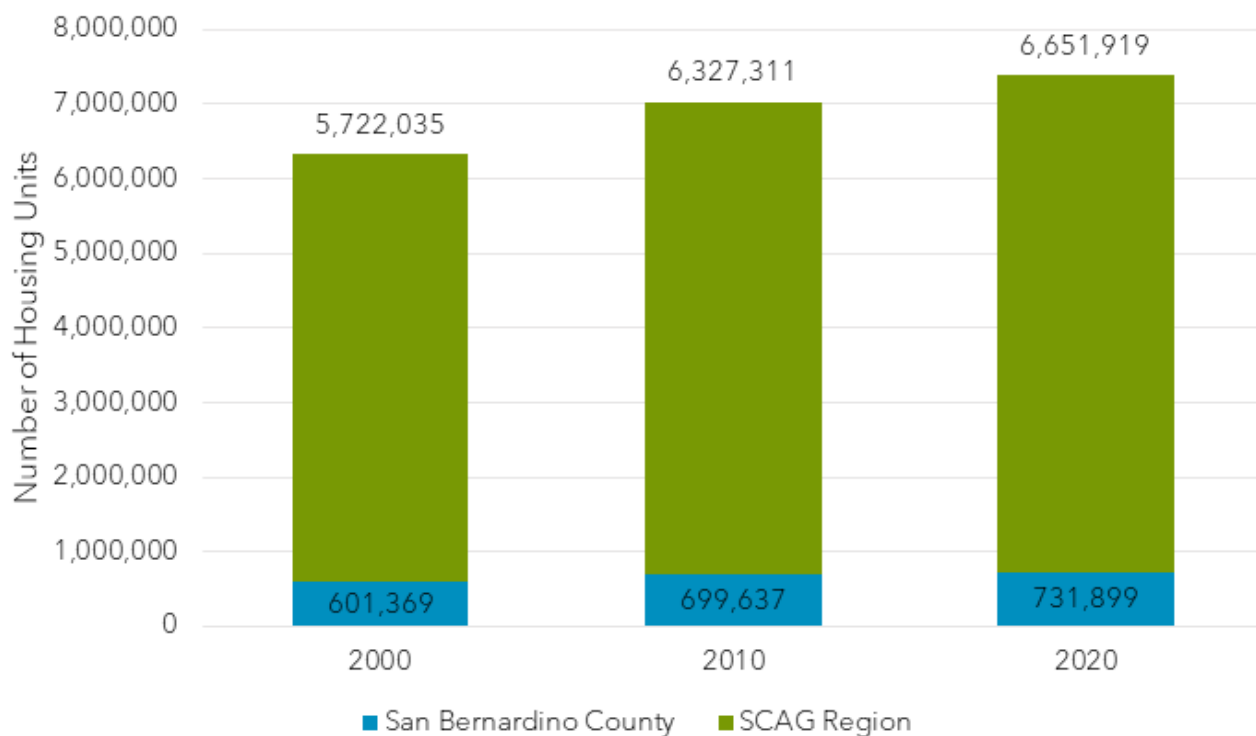
The following section highlights housing characteristic such as stock, tenure, and market trends, which is important to understanding the types of housing-related needs in San Bernardino County.

### Housing Stock

In 2022, San Bernardino County was estimated to have 740,654 housing units. The total number of housing units in San Bernardino County and the SCAG region from 2000 to 2010 is illustrated in Figure 16, Number of Housing Units.

- In the County, the total number of housing units increased from 601,369 units in 2000 to 731,899 units in 2020. In the SCAG region, the total number of housing units increased from 5,722,035 units to 6,651,919 units in 2020.
- From 2000 to 2020, the County has produced housing a rate faster than the SCAG region, with a 21.7% increase in housing stock at the County level and 16.2% increase at a regional level for the SCAG region.
- Single family detached units accounted for the largest share (71.0%) of residential units in San Bernardino County. Multifamily units of five or more units were the second-most common type of housing (13.2%).

**Figure 16. Number of Housing Units (2000–2020)**



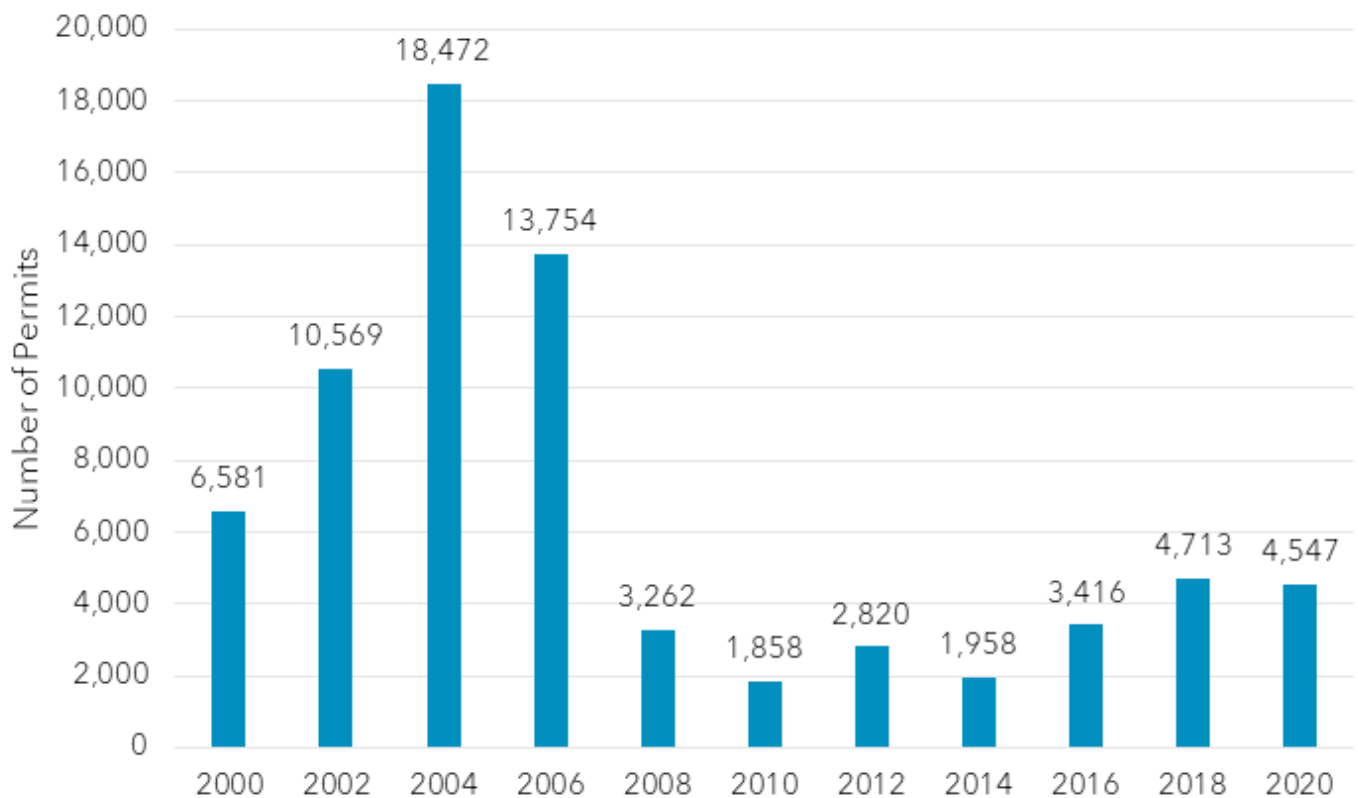
Source: California Department of Finance, E-8, 2000 and 2010; E-5, 2020.

## Housing Production

The total number of residential permits issued in San Bernardino County are illustrated in Figure 17, Total Residential Units Permitted in San Bernardino County.

- In 2020, permits were issued for 4,547 residential units in San Bernardino County. The average number of permits issued in the County between 2000 and 2006 was considerably larger than the following years, due to the economic recession in the late 2000s.

**Figure 17. Total Residential Units Permitted in San Bernardino County (2000–2020)**



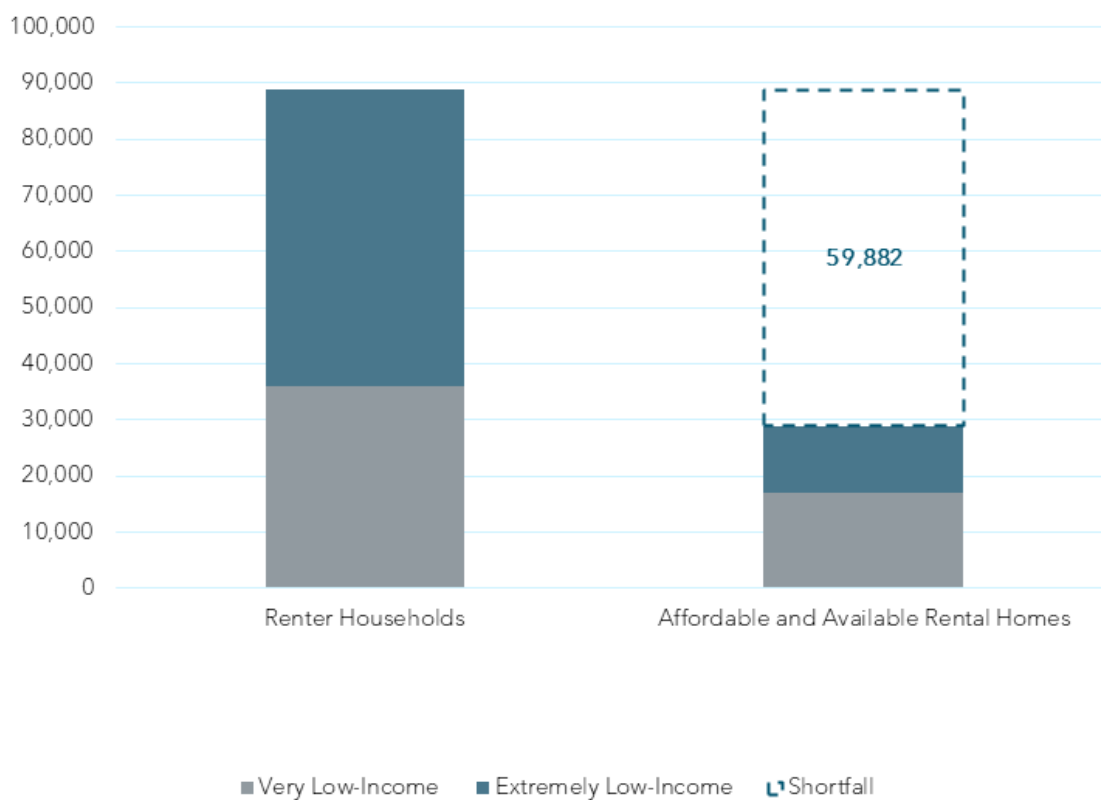
Source: Construction Industry Research Board, 2000–2020.

## Housing Needs

Housing production rate in San Bernardino County is greater than the SCAG region as indicated by Figures 16 and 17 in the previous section. However, there is currently a shortage of affordable housing as highlighted through the cost burden and rental price data which impact renters the most. Figure 18, Affordable Homes Shortfall, indicates the number of very low- and extremely low-income renter households compared to the available number of affordable and available rental homes in the County.

- There is a shortfall of 59,882 housing units to accommodate low-income renters in the County.

**Figure 18. Affordable Homes Shortfall**



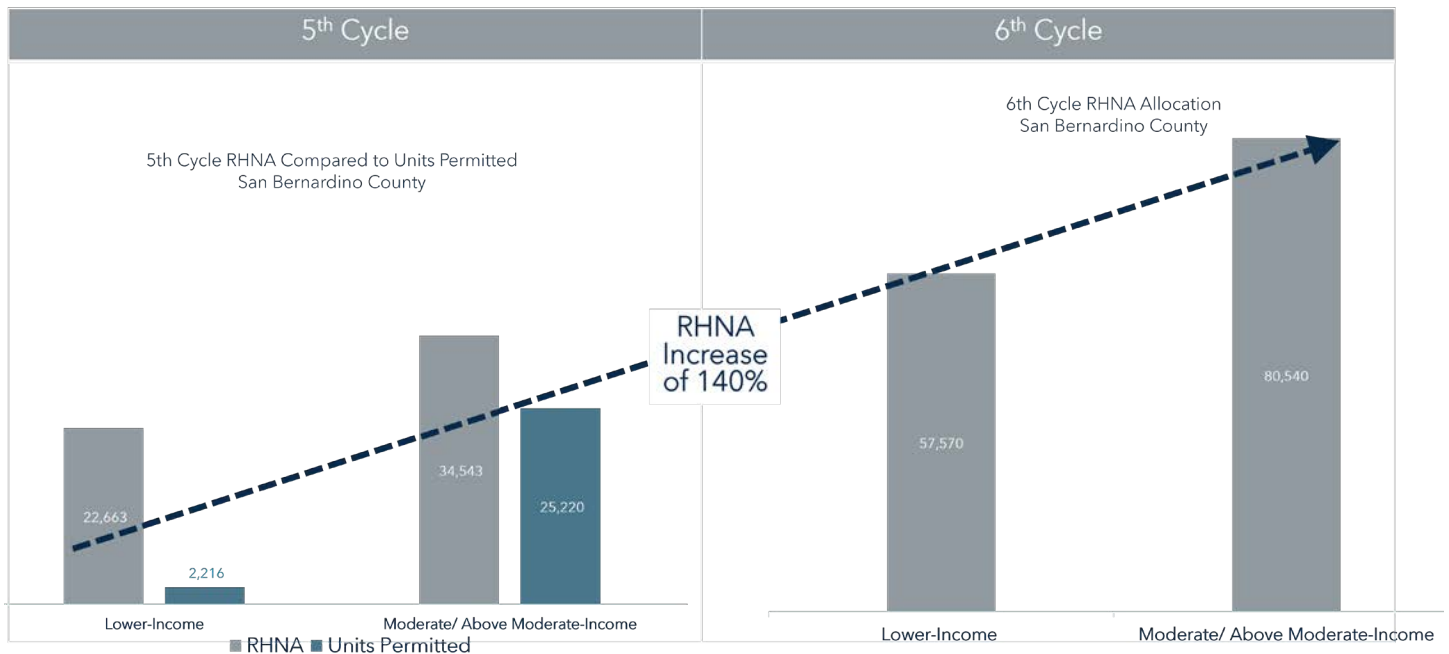
Source: California Housing Partnership. 2019. <https://chpc.net/housingneeds>.



San Bernardino County is planned to accommodate 138,110 residential units through 2029 per the Regional Housing Needs Allocation (RHNA) methodology. The SCAG region overall is planned to accommodate 1,341,827 residential units through 2029.

- The 5th Cycle RHNA Allocation for San Bernardino County was 22,663 for lower income and 34,543 for moderate- and above moderate-income.
- The County achieved 10% of its lower RHNA income unit and 73% of its moderate- and above moderate-income RHNA unit target for the 5th Cycle.
- The 6th Cycle RHNA Allocation for San Bernardino County for lower-income units increased by 154% from the 5th Cycle and increased by 133% from the 5th Cycle for moderate- and above moderate-income.

**Figure 19. 5th Cycle RHNA and Production Compared to 6th Cycle RHNA**



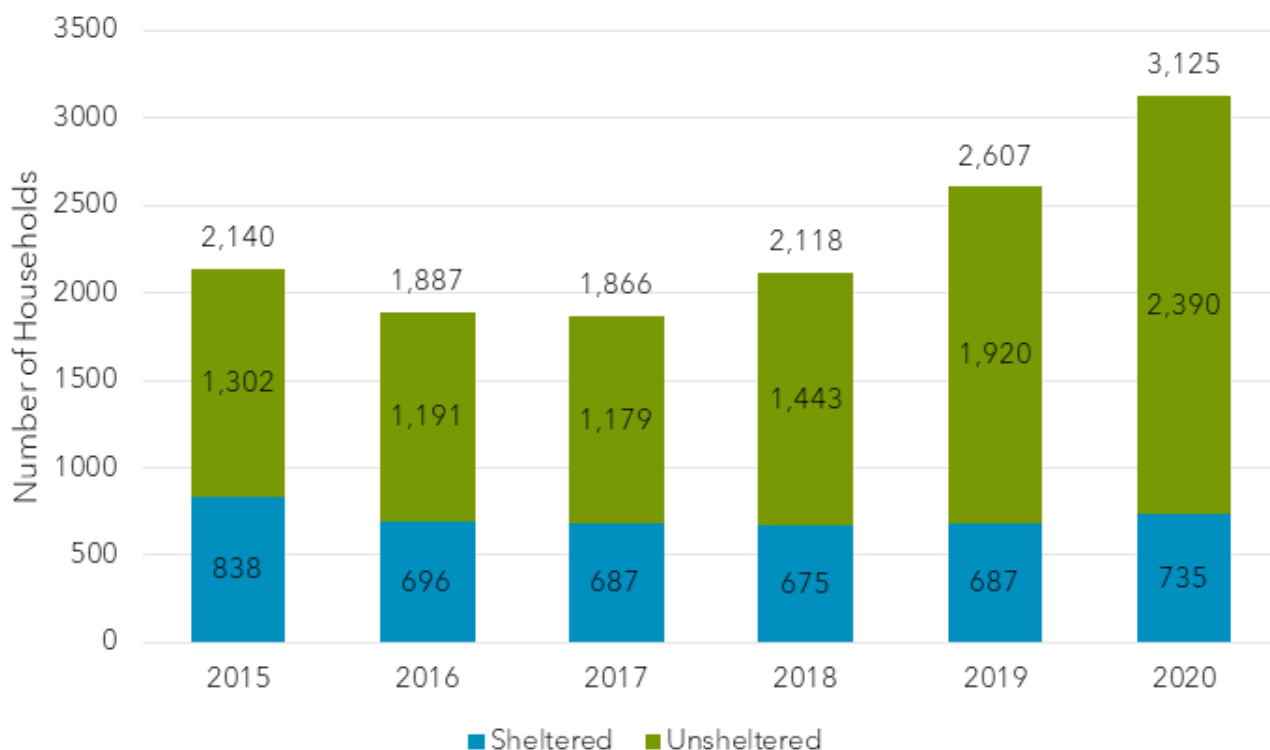
Source: California Department of Housing and Community Development, Accessed June 2022, <https://www.hcd.ca.gov/community-development/housing-element/index.shtml>

The shortfall of housing for lower-income households directly impacts the unsheltered population, as lower-income households struggle to compete for the low availability of affordable housing. An insufficient supply of affordable housing leaves vulnerable households with few options and exacerbates issues such as household overcrowding and homelessness.

As shown in Figure 20, Persons Experiencing Homelessness in San Bernardino County, there is an upward trend in the number of persons experiencing homeless in the region. The number of shelters and housing needed to serve those experiencing homelessness has not kept pace and this has led to a greater increase of those persons who are experiencing homelessness and are unsheltered.

- From 2019 to 2020, the number of persons experiencing homelessness increased by 19.8%
- From 2015 to 2020, the percentage of persons experiencing homelessness has increased by 46%.

**Figure 20. Households Experiencing Homelessness in San Bernardino County (2015–2020)**



Source: San Bernardino County Homeless Count and Subpopulation Survey, 2015–2020.





# FUNDING OPPORTUNITY ANALYSIS

40.b

Housing trusts use different forms of revenue to raise funds such as grants, loans, donations, taxes, and fees. Some housing trusts will receive a majority of their funding from one funding source, such as fees, but many seek out a variety of funding sources. Ensuring a variety of funding sources, is advantageous for trusts, as it can increase flexibility in how funds may be expended and can help to better leverage funds for additional revenues. The type of funding opportunities available to housing trusts is dependent on the formation of the trust (e.g., public, public/private, non-profit). Additionally, the type of funding pursued by a housing trust can determine how funding is allocated toward the specific goals and needs of the trust. None of the funding sources that would be pursued by the Housing Trust would compete against any existing funding pursuits across the region, but would instead increase overall funding opportunities for the region.

## PRIORITY PROGRAMS

Housing trust programs are those steps that carry out the overarching goals of a housing trust to assist in the implementation of activities. Programs of a housing trust often act as an investment strategy, creating additional funding streams for the implementation of housing trust activities. The following programs should be prioritized by the Housing Trust.

- **Funding Pursuits.**  
There are many funding opportunities available to Housing Trusts. The Housing Trust should pursue funding opportunities through grant applications and private donations and should coordinate with participating member jurisdictions on local funding pursuits. Further detail on funding opportunities is provided within this chapter. None of the funding sources that would be pursued by the Housing Trust would compete against any existing funding pursuits across the region but would instead increase overall funding opportunities for the region.
- **Revolving Loan Fund.**  
Revolving loan funds can be structured as construction loans, loans for gap financing, or loans to fund other housing related activities and can provide revenue to the Housing Trust by replenishing the fund through interest gained. While revolving loan funds require seed funding, they can be a good mechanism for providing a continuous stream of revenues. Loans should be prioritized for construction and gap financing in early years of the Housing Trust, as this will ensure a quicker return on investment.

- **Nonprofit Component.**

The Housing Trust should identify an existing nongovernmental nonprofit organization with an independent board of directors to activate 501(c)3 activities so that the Housing Trust may accept charitable contributions. Potential organizations include the Inland Empire Community Land Trust or Neighborhood Partnership Housing Services.

- **VMT Mitigation Bank.**

As a response to recent state legislation (SB 743, 2013; effective July 2020) encouraging the overall reduction of greenhouse gas emissions through the monitoring of and mitigating for Vehicles Miles Traveled (VMT) incurred by future land use and transportation investments, SBCTA is actively pursuing the development of a Pilot VMT Mitigation Bank. Guided by Board action in July 2020, the pilot program would create a monetary value for VMT reduction such that a developer or an agency building a VMT-generating project could purchase VMT reduction credits. The money exchanged for credits could be applied to local, regional, or state level VMT reduction projects or actions. SBCTA has identified the Housing Trust as one such potential beneficiary of generated revenues; a certain percentage (identified by SBCTA) would fund the activities outlined by the Housing Trust's Bylaws.

While planning for the Pilot VMT Mitigation Bank is underway, additional work and funding are needed to move forward in this process. SBCTA anticipates applying for REAP 2.0 grant funding in late 2022/early 2023 to develop the needed program components (fee structure, VMT mobile application, participant verification process, etc.). Depending on the REAP 2.0 opportunity, SBCTA is anticipating that the pilot program could be implemented as soon as 2024, with revenues collected and distributed by 2025.

## SECONDARY PROGRAMS

Community Development Financial Institution. If the Housing Trust develops a nonprofit component, the Housing Trust could operate as a Community Development Financial Institution (CDFI). CDFIs are private community-based non-governmental financial institutions that provide affordable lending to underserved populations or low-income people. Many private housing trusts are certified with the U.S. Department of Treasury as CDFIs. If the Housing Trust were established as a CDFI, it would gain access to competitive monetary awards through the Capital Magnet Fund, which awards grants to finance affordable housing solutions and community revitalization efforts that benefit low-income households and communities.

## Grants and Loans

### Current State and Federal Funding Opportunities

**Table 2** provides a summary of funding programs that provide funds, either through grants or loans, for housing development activities. The California Department of Housing and Community Development (HCD) is the main agency that provides funding opportunities for new or existing housing trusts and housing activities. Programs specifically developed for the establishment of new housing trusts are described below. Other agencies that provide funding are the California Strategic Growth Council, which provides funding for housing activities under the Transformative Climate Communities Program and the Affordable Housing and Sustainable Communities Program, and the Governor's Office of Planning and Research and California Air Resources Board, which co-funds the Regional Early Action Planning 2.0 Grant with the HCD.

The Transformative Climate Communities and Affordable Housing and Sustainable Communities Programs are funded through the General Fund's Climate Budget. The Transformative Climate Communities Program funds projects including affordable and sustainable housing developments that reduce greenhouse gas emissions in disadvantaged communities that are ranked in the top 25% of California Communities Environmental Health Screening. The Transformative Climate Communities Program requires applicants to develop and implement projects that address three of Transformative Climate Communities' 11 strategies. Strategies that housing trusts established as a JPA or non-profits can select are: Equitable Housing and Neighborhood Development, Land Acquisition for Affordable Housing, and Solar Installation, Energy Efficiency, and Appliance Electrification or Water Efficiency. The Affordable Housing and Sustainable Communities Program provides funding for affordable housing development and transportation infrastructure for disadvantaged and low-income communities and households. The goal of this program is to reduce the need and use of personal vehicles by increasing the supply of affordable housing that allows residents to live near jobs, stores, transit stops, and other daily needs.

The Regional Early Action Planning (REAP) 2.0 Grant is a new program created from the 2021 California Comeback Plan. The program is funded through Federal COVID-19 Fiscal Recovery Fund and State General Funds. REAP 2.0 builds upon REAP 1.0 and "integrates housing and climate goals."<sup>5</sup> This program provides funding to housing development activities that reduces vehicle usage, increases housing affordability, and advances equity.

<sup>5</sup> California Department of Housing and Community Development, Accessed June 2022, Regional Early Action Planning (REAP) Website, <https://www.hcd.ca.gov/regional-early-action-planning>

Table 2. Summary of Current State and Federal Funding Opportunities<sup>a</sup>

Program and Organization	Type of Funds	Maximum Funds Available	Match Requirement	Expenditure Deadline	Examples of Eligible Housing Activities—See Guidelines for Entire List
Local Housing Trust Fund— HCD <sup>1</sup>	Grant	\$5 million	100%	3–5 years	<ul style="list-style-type: none"> <li>• Loans for acquisition</li> <li>• Predevelopment expenses and development of affordable rental housing projects</li> <li>• Rehabilitation of homes owned by income-eligible homeowners</li> <li>• Down payment assistance to qualified first-time homebuyers</li> </ul>
National Housing Trust Fund— HCD	Loan	\$10 million per project	Not Required	5 years	<ul style="list-style-type: none"> <li>• New construction of multifamily permanent housing for extremely low-income households</li> </ul>
Permanent Local Housing Allocation— HCD	Grant	\$20-30 million <sup>2</sup>	Not Required	5 years	<ul style="list-style-type: none"> <li>• The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, and affordable rental and ownership housing.</li> <li>• Matching portion of funds placed in housing trusts and available through the Low- and Moderate-Income Housing Asset Fund</li> <li>• Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments</li> <li>• Homeownership opportunities, including, but not limited to, down payment assistance</li> </ul>

Table 2. Summary of Current State and Federal Funding Opportunities<sup>a</sup>

Program and Organization	Type of Funds	Maximum Funds Available	Match Requirement	Expenditure Deadline	Examples of Eligible Housing Activities—See Guidelines for Entire List
Regional Early Action Planning 2.0 Grant— HCD, CSCG <sup>3</sup> , Governor's Office of Planning and Research, CA Air Resources Board	Grant	Based on County Population Projections as of July 1, 2021	Not Required	2–4 years	<ul style="list-style-type: none"> <li>• Establishing and funding an affordable housing catalyst fund, trust fund, or revolving loan fund for location efficient project</li> <li>• Affordable housing development programs</li> <li>• Housing development soft costs, such as predevelopment costs</li> <li>• Accelerating infill development that facilitates housing supply, choice, and affordability through various planning programs, services, or capital expenditures</li> </ul>
Multifamily Housing Program (AB <sup>4</sup> 434 Super NOFA <sup>5</sup> )— HCD	Loan	\$35 million per project; \$80 million in Super NOFA fund awards	Not Required	3 years	<ul style="list-style-type: none"> <li>• Property acquisition</li> <li>• On-site improvements related to the Rental Housing Development</li> <li>• Architectural, appraisal, engineering, legal and other consulting costs, and fees, which are directly related to the planning and execution of the Project Rent-Up Costs</li> </ul>
Joe Serna, Jr. Farmworker Housing Grant (AB 434 Super NOFA)— HCD	Grant	\$3 million; \$80 million in Super NOFA fund awards	Not Required	3 years	<ul style="list-style-type: none"> <li>• Projects must be intended for Agricultural Workers</li> <li>• Property acquisition</li> <li>• Onsite improvements related to the Rental Housing Development</li> <li>• Architectural, appraisal, engineering, legal, and other consulting costs, and fees, which are directly related to the planning and execution of the Project, and which are incurred through third-party contract</li> </ul>



Table 2. Summary of Current State and Federal Funding Opportunities<sup>a</sup>

Program and Organization	Type of Funds	Maximum Funds Available	Match Requirement	Expenditure Deadline	Examples of Eligible Housing Activities—See Guidelines for Entire List
Veterans Housing and Homelessness Prevention Program (AB 434 Super NOFA)—HCD	Loan	\$15 million per project; \$80 million in Super NOFA fund awards	Not Required	5 years	<ul style="list-style-type: none"> <li>• Projects must be intended for Veterans and their families</li> <li>• Property acquisition</li> <li>• On-site improvements related to the Rental Housing Development</li> <li>• Architectural, appraisal, engineering, legal and other consulting costs, and fees, which are directly related to the planning and execution of the Project, and which are incurred through third-party contract</li> </ul>
Affordable Housing and Sustainable Communities—CSGC	Grant, Loan	\$30 million per project area (Loan, Grant, or Combination)	90%	6 years	<ul style="list-style-type: none"> <li>• New construction</li> <li>• Acquisition and Substantial Rehabilitation (including preservation of affordable housing at-risk of conversion to market rate)</li> <li>• Conversion of one or more nonresidential structures to residential dwelling units</li> <li>• Soft costs such as those incidentally but directly related to construction or other pre-development components</li> </ul>
Transformative Climate Communities (Implementation) CSGC	Grant	\$35 million	50%	6 years	<ul style="list-style-type: none"> <li>• New construction</li> <li>• Acquisition and substantial rehabilitation including preservation of affordable housing at-risk</li> <li>• Conversion of one or more nonresidential structures to residential dwelling units</li> <li>• Affordable housing or mixed-use developments</li> </ul>

Table 2. Summary of Current State and Federal Funding Opportunities<sup>a</sup>

Program and Organization	Type of Funds	Maximum Funds Available	Match Requirement	Expenditure Deadline	Examples of Eligible Housing Activities—See Guidelines for Entire List
HOME Investment Partnership Programs - US Department of HUD <sup>6</sup>	Grant, Loan	\$150,000-200,000 (Grant); \$7 million (Loan)	Not Required	3.3 years	<ul style="list-style-type: none"> <li>• Rental new construction or rehabilitation project</li> <li>• Acquisition-only down payment assistance or with rehabilitation</li> <li>• Tenant based rental assistance</li> <li>• Infill new construction</li> </ul>
CalHome Program - HCD	Grant	\$300,000- 5 million	Not Required	3 years	<ul style="list-style-type: none"> <li>• First-time homebuyer mortgage or Owner-occupied rehabilitation assistance</li> <li>• Technical assistance for self-help homeownership projects</li> <li>• Loans for ADU/JADU construction or repair or homeownership project development projects</li> </ul>
Homekey - HCD	Grant	\$200,000-300,000 per door (Capital); \$50,400 per unit (Operating)	Not Required, but if provided additional funding is available	8 months or 4 years <sup>7</sup>	<ul style="list-style-type: none"> <li>• Acquisition and/or rehabilitation of motels, hotels, hostels, or other sites and assets</li> <li>• Conversion of units from nonresidential to residential</li> <li>• New construction of dwelling units</li> <li>• Leasing of properties for non-congregate housing</li> </ul>

## Notes:

- a Program guideline are subject to change each year. The table summarizes the most current guidelines for each program, accessed in May and June 2022.
- 1 California Department of Housing and Community Development
- 2 Funds are allocated based on a formula. Maximum funds available are based on 2021 allocations.
- 3 California Strategic Growth Council
- 4 Assembly Bill
- 5 Notice of Funding Availability
- 6 Housing and Urban Development
- 7 Capital funds must be expended by 8 months of the date of award and operating funds by June 30, 2026.



## Key Funding Opportunities for Housing Trusts

Most of the funding opportunities listed in Table 2 allow housing trusts formed as a JPA to directly apply for program funds. Some funding programs are of particular importance for housing trusts, as the funding is offered in the form of a grant and housing trusts may be ideal applicants. The programs listed in Table 2 that should be prioritized by the Housing Trust are further detailed as follows.

- **Local Housing Trust Fund**

The Local Housing Trust Fund program (LHTF) provides matching grant funds to housing trusts. Funds may be used for the development or rehabilitation of affordable housing (construction loans, predevelopment finance loans, acquisition costs, or similar costs); housing to serve those experiencing homelessness (emergency shelters, permanent supportive housing, transitional housing); affordable homebuyer or homeowner projects, or for the development of accessory dwelling units. Matching funds are provided on a dollar-for-dollar basis, up to \$5 million annually. Housing trusts must have ongoing sources of revenues such as membership dues and a percentage of each NOFA is set aside for new housing trusts.

- **Affordable Housing and Sustainable Communities**

The Affordable Housing and Sustainable Communities (AHSC) program awards funds to projects that integrate land use and transportation strategies to reduce vehicle miles traveled. This program requires a defined project area that includes a transit stop and supports affordable housing development. This program would best serve the Housing Trust for a specific development. This could be through a coordinated effort with an affordable housing developer or through a grant pursuit for the development of a publicly owned site.

- **Transformative Climate Communities**

Similar to the AHSC program, the Transformative Climate Communities (TCC) funds projects that implement other state objectives such as greenhouse gas reduction. TCC provides implementation grants for projects that are shovel-ready, located near transit, and provide or are near a planned or existing community benefit. Community benefits can include multimodal improvements, community gardens, parks, or similar uses. This grant would best serve the Housing Trust for a specific development, ideally in a community with an adopted TCC plan.

## Funding Opportunities for Outside Applicants

The majority of programs listed in Table 2 allow housing trusts and organizations formed as a JPA to directly apply for program funds. However, there are programs that require housing trusts to work or partner with their local government agency to receive or apply for funds. The following programs in Table 2 require collaboration.

- **Regional Early Action Planning 2.0**

REAP 2.0 allocates most of program funds to Metropolitan Planning Organizations, including SCAG. A portion of funds go to rural, tribal, and other entities. SCAG represents the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura and may partner with other forms of governments or entities or suballocate funds to a regional housing trust fund. Suballocations are based on housing, land use, transportation, climate change, equity, and planning priorities.

- **Permanent Local Housing Allocation**

The Permanent Local Housing Allocation Program allocates its funds to entitlement and non-entitlement jurisdictions. Entitlement jurisdictions are defined as principal cities of Metropolitan Statistical Areas, other metropolitan cities with populations of at least 50,000, and qualified urban counties with populations of at least 200,00 (excluding the population of entitled cities). Allocated funds for entitlement jurisdictions, which includes San Bernardino County<sup>6</sup>, are based on the Community Development Block Grant formula allocation. A local government receiving the entitlement or non-entitlement allocation may delegate a Local or Regional Housing Trust Fund to submit an application on its behalf and administer its allocation of program funds.

- **HOME Investment Partnership Program**

Federal HOME Investment Partnership Program (HOME) funds are allocated to participating jurisdictions, often counties or cities, and are restricted for use within their jurisdictions. Funds can be used for affordable housing development, rehabilitation, and tenant assistance, but must serve low- to very low-income levels. A participating jurisdiction may be allowed to use a for-profit or nonprofit lender to administer its HOME homebuyer assistance program, such as a housing trust or partner to the trust, if it provides both the HOME financing and other mortgage financing to HOME-assisted homebuyers. To do so, a participating jurisdiction must implement safeguards such as specifying in a written agreement the forms, amounts, and any conditions of homeownership assistance the lender is authorized to provide.

<sup>6</sup> Needles, Big Bear Lake, Grand Terrace, Yucca Valley, Loma Linda, Barstow, Twentynine Palms, Montclair, Adelanto, Colton, Yucaipa, Highland, and Redlands

- **CalHome Program**

Only local public agencies and nonprofit corporations are eligible to apply for the CalHome Program. A consortium with a single administrator can be established on behalf of all jurisdictions in a consortium to help less experienced localities to qualify for funding, provided there is a Memorandum of Understanding between the parties. A housing trust would benefit from this as a nonprofit, if funding is provided through its jurisdictions, or as an administrator of a consortium of local public agencies. The Housing Trust Fund of Santa Barbara County, a nonprofit, was awarded a \$1.76 million grant which helped relaunch its Workforce Homebuyer program.

- **Homekey**

Homekey provides funding to house those experiencing or at-risk of experiencing homelessness. This includes acquisition, rehabilitation, or preservation to provide housing such as emergency shelters, transitional housing, or permanent supportive housing. Applicants are required to be cities, counties, cities and counties, and all other state, regional, and local public entities (alone or acting jointly), including councils of government, metropolitan planning organizations, and regional transportation planning agencies. The Housing Trust could utilize Homekey funds to assist jurisdictions in providing housing for those experiencing homelessness.

## Eligible Use of Funds

**Table 2** provides examples of eligible projects and activities for each program. To view a comprehensive list of eligible uses of funds, refer to the most recent program guidelines. Most programs are specifically designed for housing activities. However, there are some programs with a broader focus, such as the reduction of greenhouse gas emissions, but incorporate affordable housing activities as a way to meet the program's overall goal (e.g., Transformative Climate Communities, Affordable Housing and Sustainable Communities Programs, and Regional Early Action Planning 2.0 Grant). There are other programs that require funds to be used for specific groups or targeted areas such as agricultural workers (Joe Serna, Jr. Farmworker Housing Grant), veterans (Veterans Housing and Homelessness Prevention Program), individuals eligible for health care assistance (Housing for a Healthy California), and disadvantaged communities (Transformative Climate Communities and Affordable Housing and Sustainable Communities).

## Programs for New Housing Trusts

Certain state or federal programs designate specific funds for new housing trusts. The Local Housing Trust Fund Program administered by the California Department of Housing and Community Development typically reserves 15% of funds for new housing trusts. The minimum amount a new housing trust can request is \$750,000 (maximum is \$5 million) and sources of ongoing revenues must be sufficient to pay for the new trust fund's operating costs for a minimum of 5 years. Ongoing revenues include public or private sources of revenue. If there are insufficient applications from new housing trusts in a given funding year, then the remaining 15% of reserved funds for new housing trusts become available to existing housing trust funds.

The Local Housing Trust is one of the most well-known programs to secure funds for new and existing housing trusts, but there is another program that provide funds specifically for new housing trusts. The REAP 2.0 Grant was developed to provide coronavirus recovery through financial assistance of activities that meet housing goals and reduce vehicle usage. Approximately 80% of the funding available for REAP 2.0 comes from the Federal COVID-19 Relief funds and 20% comes from State General Fund dollars. Therefore, REAP 2.0 also uses the "United States Department of Treasury's Final Ruling on State and Local Fiscal Recovery Funds (SLFRF)" as guidance on eligible uses of funds, specifically for the 80% of funds sourced from the Federal COVID-19 Relief funds<sup>7</sup>. SLFRF allows REAP 2.0 program funds to be used to "establish and fund an affordable housing catalyst fund, trust fund, or revolving loan fund for location efficient projects as long as the fund is spent by the expenditure deadline (June 30, 2026)."<sup>8</sup>

## Past Funding Availability for Housing Trusts

Funding availability for programs listed in Table 2 has varied over the years. Table 3 provides a summary of past funding opportunities and total funding amount available for each Notice of Funding Availability (NOFA) released. Not all programs provide past NOFA documents consecutively and some programs have been recently formed, so past NOFA documents only go back 1 or 2 years. Almost all funding for programs has increased over the years, with two programs receiving a slight decrease in funds in 1 year. The Local Housing Trust Fund has repeatedly had \$57 million allocated to the program and the REAP 2.0 Grant had a high increase in funds due to the Federal COVID-19 Relief. Both programs have specific activities or funds allocated for new housing trusts.

<sup>7</sup> United States Department of Treasury's Final Ruling on State and Local Fiscal Recovery Funds (SLFRF)  
<sup>8</sup> Regional Early Action Planning Grant Program 2.0 2022 Draft Guidelines

Table 3. Summary of Past Funding Opportunities for Housing Trusts

Program and Organization	Type of Funds	Year	Release of Notice of Funding Availability	Total Funding Available	More Information
Local Housing Trust Fund— HCD <sup>1</sup>	Grant	2022	April	\$57 million	Not Available
		2021	May	\$57 million	
		2020	April	\$57 million	
National Housing Trust Fund— HCD	Loan	2021	December	\$160 million	Funding for federal years 2018-2021 were used for the Housing for a Healthy California Program
		2019	May	\$33 million	
		2018	June	\$30 million	
Permanent Local Housing Allocation— HCD	Grant	2021	May	\$304 million	Formula Component (Non-Entitlement and Entitlement)
		2020	February	\$195 million	
Regional Early Action Planning 2.0 Grant— HCD, CSCG <sup>2</sup> , Governor's Office of Planning and Research, CA Air Resources Board	Grant	2022	Summer	\$600 million	REAP 2.0 Draft Guidelines are currently available and approximately \$510 million will go towards Metropolitan Planning Organizations' Direct Allocation
		2020	February	\$119 million	REAP 1.0
Multifamily Housing Program (AB <sup>3</sup> 434 Super NOFA <sup>4</sup> )— HCD	Loan	2022	March	\$275 million	Part of the Multifamily Finance Super NOFA (AB 434) providing \$650 million in funding for all programs
		2021	July	\$220 million	\$20 million each year was set aside for project(s) selected pursuant to Executive Order N-06-19
		2020	August	\$195 million	

**Table 3. Summary of Past Funding Opportunities for Housing Trusts**

Program and Organization	Type of Funds	Year	Release of Notice of Funding Availability	Total Funding Available	More Information
Joe Serna, Jr. Farmworker Housing Grant (AB 434 Super NOFA) - HCD	Grant	2022	March	\$80 million	Part of the Multifamily Finance Super NOFA (AB 434) providing \$650 million in funding for all programs
		2021	February	\$86 million	Not Available
		2019	December	\$74 million	
Veterans Housing and Homelessness Prevention Program (AB 434 Super NOFA)—HCD	Loan	2022	March	\$95 million	Part of the Multifamily Finance Super NOFA (AB 434) providing \$650 million in funding for all programs
		2021	May	\$75 million	Not Available
		2020	January	\$75 million	
Affordable Housing and Sustainable Communities—CSGC	Grant, Loan	2021	February	\$405 million	Not Available
		2019	November	\$550 million	
		2018	November	\$395 million	
Transformative Climate Communities—CSGC	Grant	2022	March	\$105 million	Three implementation grant awards of \$35 million each
		2019	October	\$56.4 million	Two implementation grant awards of \$28.2 million each
Housing for a Healthy California—HCD	Grant, Loan	2021	December	\$160 million	Uses \$160 million in federal National Housing Trust Fund (NHTF) funding
		2020	June	\$43.5 million	Combined \$33 million from 2020 NHTF funds and \$10.5 million from 2019 NHTF funds



Table 3. Summary of Past Funding Opportunities for Housing Trusts

Program and Organization	Type of Funds	Year	Release of Notice of Funding Availability	Total Funding Available	More Information
HOME Investment Partnership Programs - U.S. Department of HUD <sup>5</sup>	Grant	2021 and 2020	December	\$72 million	NOFAs released for 2020 and 2017 cover two years of funding
		2019	October	\$42 million	
		2018 and 2017	June	\$72 million	
CalHome Program— HCD	Grant	2021	September	\$57 million	Not available
		2020	August	\$57 million	
		2019	November	\$57 million	
Homekey— HCD	Grant	2021	September	\$1.45 billion	•\$1.2 billion is derived from the Coronavirus State Fiscal Recovery Fund (CSFRF) established by the federal American Rescue Plan Act of 2021
		2020	July	\$600 million	•\$550 million is derived from the state's direct allocation of the federal Coronavirus Relief Fund

## Notes:

- 1 California Department of Housing and Community Development
- 2 California Strategic Growth Council
- 3 Assembly Bill
- 4 Notice of Funding Availability
- 5 Housing of Urban Development

## PRIVATE DONATIONS

**Table 4. Examples of Potential Donor or Partner Organizations**

Donor Organization	Housing Trust Donation Recipients	More Information
Bank of America	Silicon Valley Housing Trust and Santa Barbara County Housing Trust	No information Available
Wells Fargo	Silicon Valley Housing Trust and Housing Endowment and Regional Trust of San Mateo County	
Chase	Silicon Valley Housing Trust	
Kaiser Permanente		
1st Capital Bank	San Luis Obispo County Housing	
Union Bank of California		
California Association of Realtors		
Stater Bros. Market	N/A	Stater Bros. Charities funds nonprofit organizations that support causes such as children’s well-being and health
Cal State San Bernardino	N/A	Ventura County Housing Trust Fund received donations from Cal State Channel Islands University
Lowe’s Home Improvement	City of Redding	Seed money for City of Redding (Note— Housing trust no longer exists)
Esri		Esri has been noted through outreach as a potential collaborator in the Housing Trust. This could be through charitable donation or through other coordination.
Amazon	Ventura County Housing Trust Fund  San Luis Obispo County Housing Trust Fund	The Ventura County Housing Trust Fund uses AmazonSmile, which allows a proportion of profits made through Amazon using a special link to be donated into the housing trust.
FedEx		Fedex has been noted through outreach for this effort as a potential collaborator in the Housing Trust. This could be through charitable donation or through other coordination.
UPS		UPS has been noted through outreach for this effort as a potential collaborator in the Housing Trust. This could be through charitable donation or through other coordination.



Previous and current housing trusts have been able to secure private donations to help fund their programs. The ability for a housing trust to receive donations is dependent on the filing status. The Silicon Valley Housing Trust files as a 501(c)(3) corporation and is one of the housing trusts that provides a comprehensive list of all their donors on their website<sup>9</sup>. It is acknowledged that the Silicon Valley Housing Trust is a unique case because of the numerous opportunities for private donations available in the area. However, some of the donors in the Silicon Valley region could be applicable to San Bernardino. Table 4 provides a list of potential organizations that could be of interest to SBCOG for either charitable donations or for potential partnerships to develop solutions to the regional housing needs that impact residents as well as the private sector. These organizations have a presence in the San Bernardino region, and some have previously donated to housing trusts. Additional organizations that have been identified through outreach as potential Housing Trust partners include Logistix, Habitat for Humanity, NEW Economics for Women, Heart 2 Serve Inc., and Pelican Communities. As stated above, the filing status of the housing trust would determine how San Bernardino Housing Trust can receive donations. The Orange County Housing Finance Trust, formed in 2019, is formed as a JPA and has formed a partnership with an existing non-profit so that it may receive tax-exempt donations to fund more affordable and supportive housing.

The San Luis Obispo County Housing Trust Fund which also files as a 501(c)(3) has also raised a lot of capital through donations and provides links on the trust's website for the public to make personal donations. An innovating mechanism San Luis Obispo County uses is partnering with AmazonSmile. AmazonSmile donates 0.5% of the price of eligible purchases to a user's charity of choice. To be eligible to receive donations from AmazonSmile, an organization must be listed in Candid's GuideStar, a repository of nonprofit organizations.

## TAXES AND FEES

Taxes and fees can be implemented by local governments and can be utilized as another form of revenue for housing trusts. New or existing taxes and fees may be utilized by participating member jurisdictions to provide funds for annual Housing Trust membership dues. In the 2016, the Sonoma County Community Development Commission reviewed the revenue sources of 37 housing trusts in California in their "Prospects for a Sonoma County Housing Trust Fund <sup>10</sup>" report and found that in-lieu and mitigation fees were the most common type of fees for housing trusts in California. The Institute for Local Government also published a report, "Establishing a Local Housing Trust Fund: A Guide for California Officials,"<sup>11</sup> and listed the most commonly used taxes and fees for housing trust in California, which include the following:

<sup>9</sup> Silicon Valley Housing Trust Website

<sup>10</sup> Prospects for a Sonoma County Housing Trust Fund (2016) Report. [https://sonomacounty.ca.gov/Microsites/Permit%20Sonoma/Documents/Pre-2022/\\_Documents/Documents/Building%20HOMES%20-%20Prospects%20for%20a%20Sonoma%20County%20Housing%20Trust%20Fund.pdf](https://sonomacounty.ca.gov/Microsites/Permit%20Sonoma/Documents/Pre-2022/_Documents/Documents/Building%20HOMES%20-%20Prospects%20for%20a%20Sonoma%20County%20Housing%20Trust%20Fund.pdf). Accessed June 2022.

<sup>11</sup> Establishing a Local Housing Trust Fund: A Guide for California Officials (2007) Report

- **Developer Fees.**

Developer fees include linkage/impact fees, and in-lieu/mitigation fees. These fees can be applied to commercial or residential development. Linkage/impact fees are applied to commercial development projects and are used to meet the demand of affordable housing created by economic growth. In-lieu/mitigation fees are typically included in inclusionary housing programs and are fees that developers can pay to opt out of building affordable housing units. The Urban Institute published a report, “Determining In-Lieu Fees in Inclusionary Zoning Policies,”<sup>12</sup> to assist local governments in determine whether in-lieu fees should be established and how to structure them.

- **Local Sales Tax.**

Local sales tax includes property taxes, real estate excise taxes, and hotel and motel taxes. Some local governments will directly contribute these tax funds to housing trust funds.

- **Redevelopment Tax Increment Set Asides.**

Additional property taxes that come from increased value of an area due to improvements, also known as tax increments, are received by redevelopment agencies. These agencies must set aside a percent of the tax increment to fund affordable housing. Local housing authorities may administer these funds.

- **Loan Repayment Fees.**

Loan repayment fees from private or nonprofit developers that construct affordable housing are typically used to create revolving funds. These funds are constantly replaced by the same funds used from the account, but also can grow due to interest paid.

Each state has requirements for using public revenues for specific activities. The fees listed above are used by housing trusts in California. Other fees commonly used by housing trusts in the state include real estate transfer tax, boomerang funds, business registration fee and operation tax, short-term rental tax, and “membership” fees. Housing trust funds, such as the Housing Endowment and Regional Trust of San Mateo County, have required jurisdictions that are members of the trust to commit a percent of their annual appropriations to the trust. Funds that are committed are considered “membership” fees and create a dedicated source of revenue for the trust during its first years of establishment. Local taxes and fees are only applicable at the local level but can be tapped into by localities to assist in housing trust membership dues.

12 Determining In-Lieu fees in Inclusionary Zoning Policies (2020) Report (Brief)



# HOUSING TRUST ACTIVITIES

40.b

Housing trust activities are those implementation actions which the housing trust fulfills through the expenditure of funds. Activities can include, but are not limited to, new construction of affordable housing, predevelopment activities for affordable housing development, down payment assistance for first-time homebuyers, gap financing for affordable housing developers, preservation or rehabilitation of existing affordable housing, land acquisition for development of affordable housing, and establishment of housing or services for those experiencing homelessness. Further, housing activities that a housing trust undertakes can serve a variety of housing needs. Those primary housing needs that have been identified for the Housing Trust include housing for middle income earners or workforce housing, housing for lower-income households, housing for first-time homebuyers, and housing for those experiencing homelessness. Priority activities of the Housing Trust have been identified through outreach conducted for this effort and are detailed in this section.

## PRIORITY HOUSING TRUST ACTIVITIES

The following details those priority activities that have been identified through outreach and that have been determined to be feasible endeavors by the Housing Trust.

### Gap Financing for Housing Development

Financing for housing developments can be complex, often requiring the stacking of multiple funding sources, and funding is even more complex for affordable housing developments. Housing Trusts can provide grants for gap financing to assist developers in closing the gap between the market-rate rents or sales prices needed to make a project feasible, bringing the rent or sale of housing down to levels that low- and moderate-income households can afford. Further, gap financing can provide affordable housing developers with a competitive advantage, as they can leverage funds to acquire additional funding through state and federally administered programs. Gap financing would be provided on a competitive basis through the Housing Trust, where funds would be available based on geographic boundaries. The specific distribution of funds will be determined by a methodology agreed upon by the board of the Housing Trust.

### Housing Preservation or Rehabilitation

Preservation or rehabilitation of existing structures is often a lower-cost alternative to new construction. Preservation of existing affordable housing units can reduce displacement of lower-income residents and even create new pathways for cooperative housing ownership models. Further, the rehabilitation or conversion of existing structures can expedite the development process and reduce the overall costs of development. Housing trusts can provide financing in the form of grants or low interest loans to support preservation, rehabilitation, and conversion for affordable housing.

### Land Banking

Acquiring and holding land can strategically hold properties until they can be developed with affordable housing, without concern for an increasing cost of land. Housing trusts can acquire and assemble properties and even look within existing public land inventories to seek key opportunity sites suitable for housing development. Housing trusts can support affordable housing developments, housing rehabilitation or preservation, or even housing cooperatives such as community land trusts through land leases, land grants, or land loans.

### Housing and Services for those Experiencing Homelessness

Funds from housing trusts can be used for the development and ongoing operation of emergency shelters, transitional, supportive, or permanent housing and accompanying supportive services for individuals experiencing or at-risk of experiencing homelessness. Housing trusts may offer funds to build the capacity of local nonprofits to help maintain or grow their in-house supportive services or may provide grants or low-interest loans to support the development of housing types for homelessness.

### Local Program Support

Housing trusts can provide funds to support existing local programs such as first-time homebuyer programs, homelessness programs, fair housing programs, or other local programs that may need bolstering to support the local housing need.

### Technical Support

Housing trusts can utilize resources to provide local technical support at the regional scale. This can include trainings, draft ordinances, and other guidance to help localities implement best practices for programs that can build housing funds, coordinate community benefits agreements, or other resources that can support housing related activities. Support for new funding streams can be prioritized for programs that will allocate a proportion of the funds toward the Housing Trust.

**Table 5. Housing Activities** breaks down each of the priority housing trust activities as well as some secondary housing trust activities that may be pursued in the future.

Table 5. Housing Trust Activities

Activity	Implementation	Recommendations	Priority
Gap Financing for Housing Development	Funds to support gap financing can be released through notices of funding availability (NOFA) that are awarded based on a competitive basis.	It is recommended that in the early stages of the housing trust, low-interest loans are issued for construction, as this can create an option for establishing a revolving loan fund, which can have quicker results due to shorter term limits compared to predevelopment loans.	High
Housing Preservation or Rehabilitation	Funds to support housing preservation or rehabilitation can be released through notices of funding availability (NOFA) that are awarded based on a competitive basis. Local jurisdictions would be eligible applicants that could tap into these funds to support existing preservation and rehabilitation efforts.	It is recommended that the Housing Trust prioritize efforts to preserve and rehabilitate structures for affordable housing, as this can be an effective way to get units on the ground, while ensuring efficient use of funds.	High
Land Banking	Many agencies in the region may have publicly-owned lands that are suitable for housing development. The Housing Trust can use its regional connections to conduct a county-wide inventory of lands and seek opportunities for holding properties for future housing development. Further, the Housing Trust could purchase available lands in areas most advantageous for future housing. Available lands can be noticed through requests for proposals (RFP).	It is recommended that the Housing Trust prioritize a county-wide inventory of publicly-owned lands to seek opportunities to bank lands prior to the disposal of sites. Seeking opportunities early can help prevent any missed opportunities and banking lands can ensure that the price does not continue to rise.	High
Housing and Services for those Experiencing Homelessness	Funds to support housing and services for those experiencing homelessness can be released through notices of funding availability (NOFA) that are awarded based on a competitive basis.	Funds should be prioritized for those projects that are already recipients of a dedicated source of funding either through Federal, State, County, Housing Commission, or local funds.	High



Table 5. Housing Trust Activities

Activity	Implementation	Recommendations	Priority
Local Program Support	Local program support can provide a range of funding opportunities to support local housing-related priorities. Through this activity, the Housing Trust can release funds on a competitive basis for participating member jurisdictions.	It is recommended that applications list eligible activities that will result in positive impacts for lower- and moderate-income households. Applications can be prioritized based on those local programs that best align with the overarching goals and objectives of the Housing Trust.	High
Technical Support	Technical support can be provided to create resources that can assist localities across the region.	It is recommended that technical support activities be aligned with the overarching goals and objectives of the Housing Trust and result in products that support localities across the region through technical expertise and minimal needed local staff resources.	High
First-Time Homebuyer Program	Housing trust funds can be used to issue low-interest loans for qualifying first-time homebuyers. Loans can provide down payment or closing cost assistance, as well as long-term loans.	It is recommended that the Housing Trust only implement such a program once the housing trust is fully established and determines that this is a priority, as the long terms on such loans can be draining and provide opportunities to only a select few.	Medium
Community Land Trusts (CLT)	CLTs are mechanisms for creating affordable homeownership units and maintaining the units as affordable by retaining ownership of the land and requiring the homebuyer to purchase only the home that is situated on the land. CLTs are generally managed by non-profit organizations to ensure they remain grounded in the needs of the community.	Many of the aforementioned housing trust activities can support existing CLTs or the establishment of new CLTs. It is recommended that CLTs be administered and owned by communities and that the Housing Trust provide technical or financial assistance for CLTs.	Medium





# AFFORDABLE HOUSING INVENTORY

40.b

The affordable housing inventory provides an overview of federally and state-subsidized affordable rental properties, many of which also receive local subsidies, within the County of San Bernardino. The countywide affordable housing inventory currently includes a total of 14,010 units across 167 developments, as shown in **Figure 21, Affordable Housing Projects in San Bernardino County (2022)**.

The inventory includes affordable projects that were either completed or awarded funding during the last 50 years (1971–2021). Projects that have completed construction or rehabilitation are categorized in the inventory as existing affordable projects. Projects that have been awarded funding but have not yet completed construction or rehabilitation are categorized in the inventory as pipeline projects. As of June 2022, there are currently five pipeline projects in the region with a total of 321 new affordable units and an additional 237 existing affordable units undergoing rehabilitation.

Financing for the affordable housing projects in the inventory come from one or more of the following general funding sources:

- **LIHTC Program**

The Low-Income Housing Tax Credits (LIHTC) program is the largest source of federal support for the creation and preservation of dedicated affordable housing is administered by state and local housing finance agencies. The LIHTC program is an indirect subsidy program that provides a dollar-for-dollar tax reduction against federal tax liability, provided to developers based on the criteria set out in the states' qualified allocations as 9% and 4% credits. In addition to Federal tax credits, California makes additional State tax credits available for the development of affordable housing in the state.

- **HUD Financing Program**

The U.S. Department of Housing and Urban Development (HUD) is a federal agency that supports community development and homeownership, enforces the Fair Housing Act, and oversees programs to assist low-income and underserved households with their housing needs.

- **USDA Financing Program**

The U.S. Department of Agriculture (USDA) is a federal agency that offers loans, grants, and loan guarantees to support economic development and housing in rural communities.

- **HCD Financing Program**

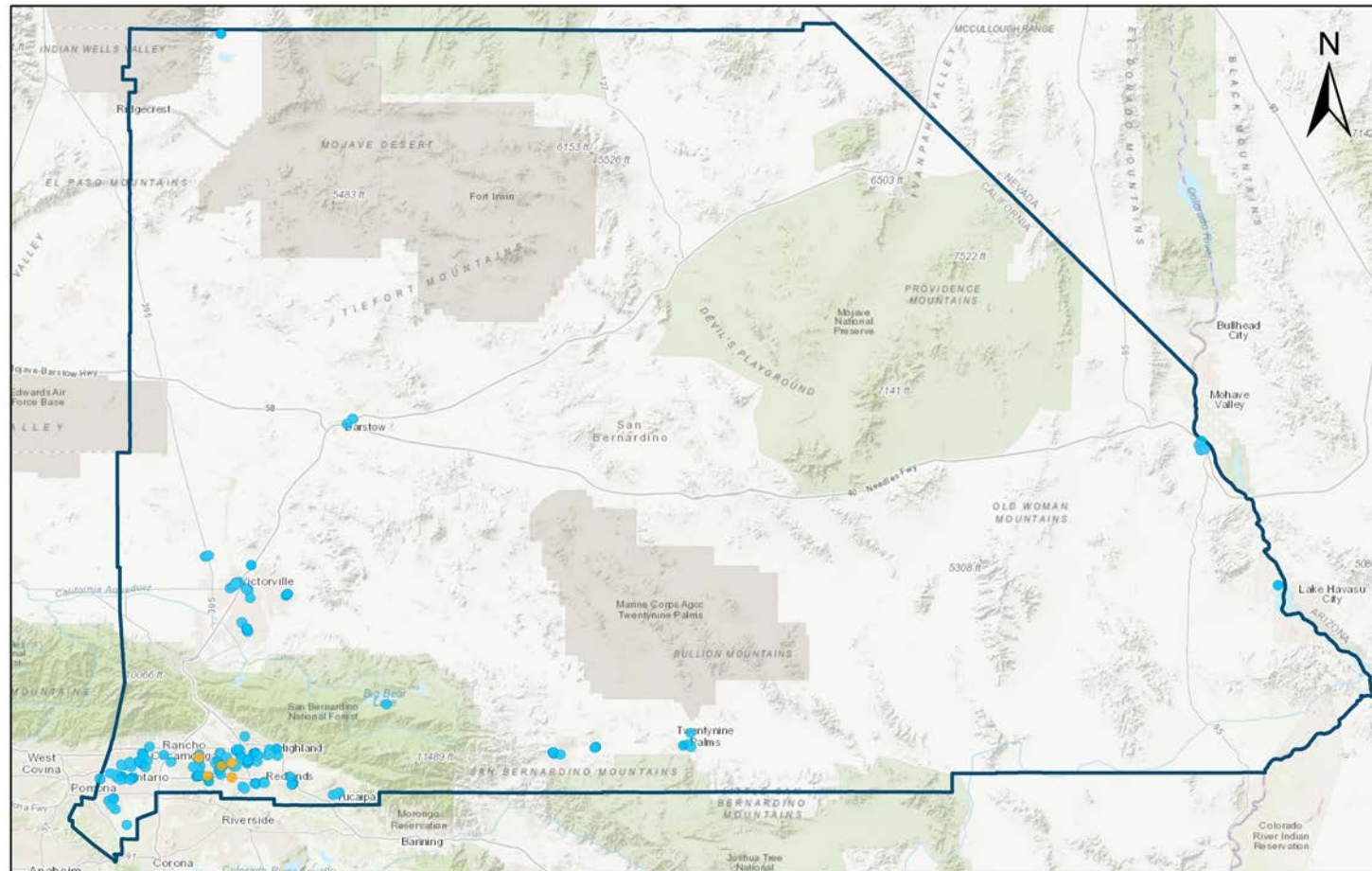
The California Department of Housing and Community Development (HCD) is a state government agency that oversees a number of programs and allocates loans and grants to preserve and expand affordable housing opportunities and promote strong communities throughout California.

- **CalHFA Financing Program**

The California Housing Finance Agency (CalHFA) is California's affordable housing bank that provides financing and programs that support affordable housing opportunities for low- to moderate-income households.

As shown in **Figure 23, Affordable Housing Projects in Western San Bernardino County (2022)**, the majority of affordable projects are located in the densely populated southwestern portion of the county, with the remainder located on the eastern side of the county as reflected in **Figure 22, Affordable Housing Projects in Eastern San Bernardino County (2022)**.

Figure 21. Affordable Housing Projects in San Bernardino County (2022)



### Affordable Housing Inventory

#### Project Status

- Existing Affordable Housing
- Pipeline Affordable Housing Development

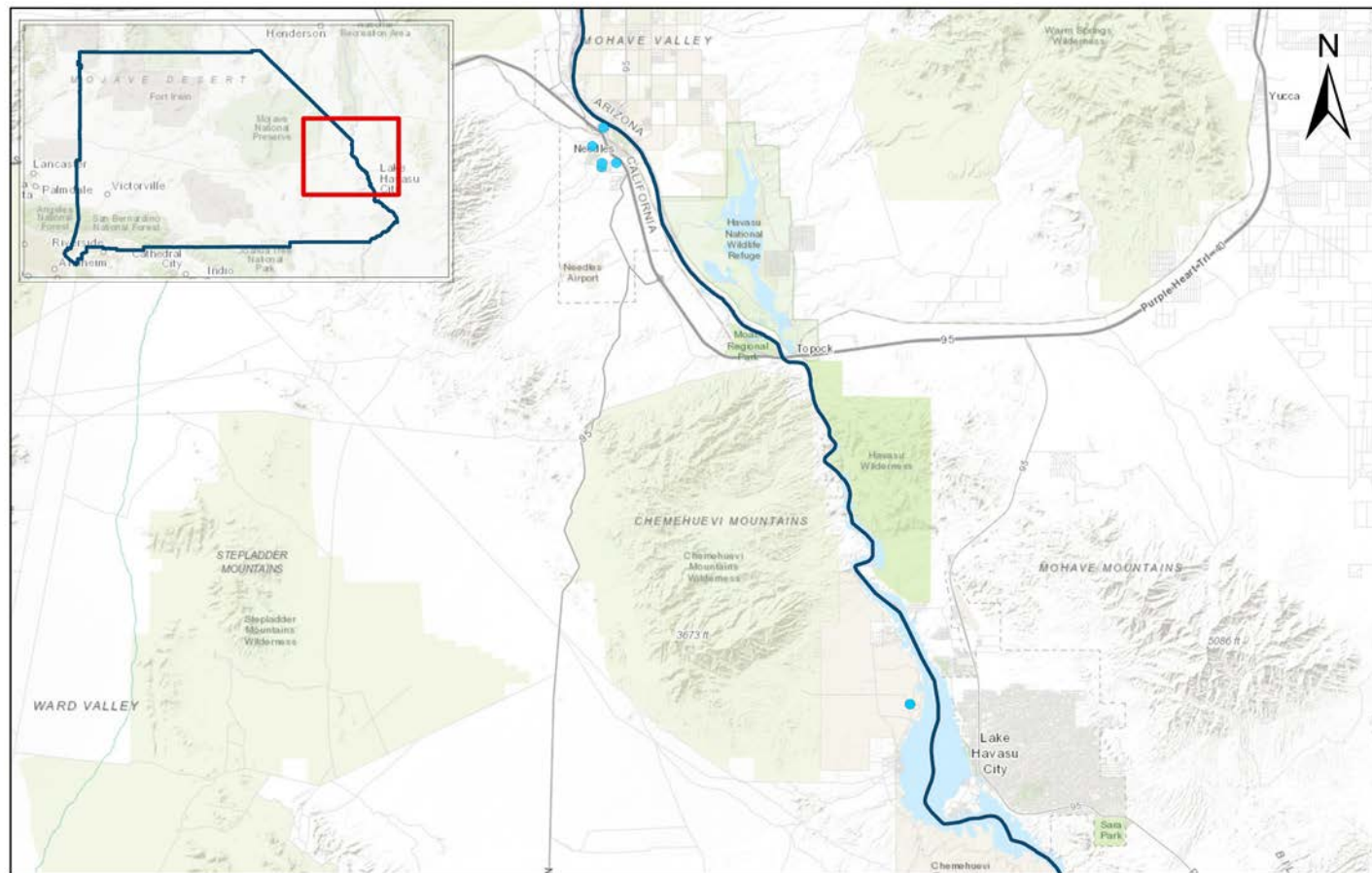
San Bernardino County

Source: California Tax Credit Allocation Committee, 2022  
California Housing Partnership, 2022

0 20 40 80 Miles



Figure 22. Affordable Housing Projects in Eastern San Bernardino County (2022)



### Affordable Housing Inventory - Eastern Area

#### Project Status

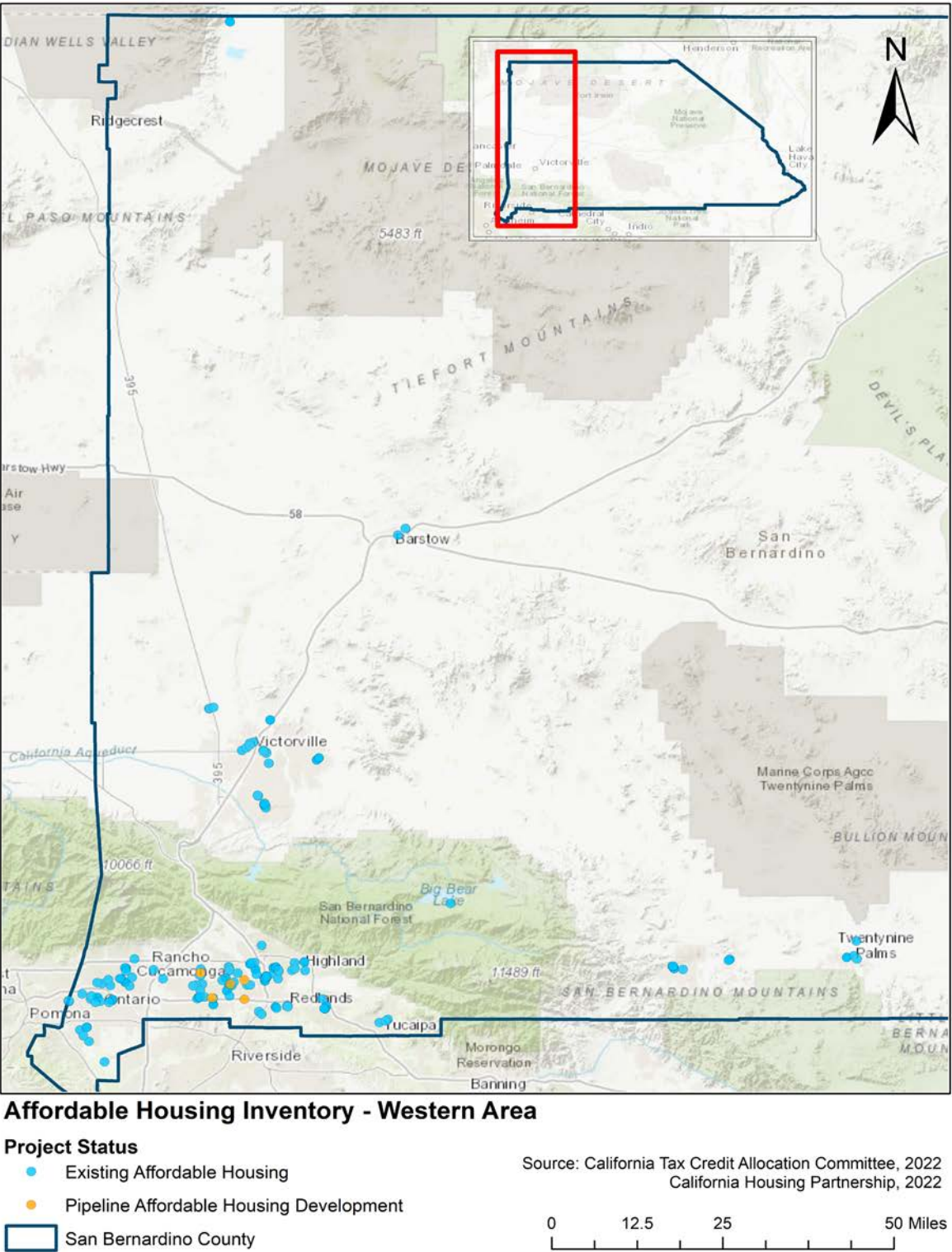
- Existing Affordable Housing
- Pipeline Affordable Housing Development

San Bernardino County

Source: California Tax Credit Allocation Committee, 2022  
California Housing Partnership, 2022

0 5 10 20 Miles

Figure 23. Affordable Housing Projects in Western San Bernardino County (2022)



Attachment: SBCTA\_Strategic Plan\_Compressed (9218 : San Bernardino Regional Housing Trust)





# LOCAL FUNDING GAP ANALYSIS

40.b

## OVERVIEW AND METHODOLOGY

As part of the analysis completed for the San Bernardino Regional Housing Trust Fund Administrative Plan, a comprehensive analysis was performed to evaluate local gap funding sources. The analysis provides an overview of the funding profile, or representation of the project funding over the life of the project, including an assessment of local funding sources used to close the funding gap between available funds and the project's cost, for affordable housing projects in San Bernardino County (County). The analysis provides information on funding sources from various local jurisdictions and entities to highlight gap funding mechanisms that the Regional Housing Trust Fund can employ to support future affordable housing development in the region.

The analysis primarily relied on applications to the California Tax Credit Allocation Committee (TCAC) for Low Income Housing Tax Credits (LIHTC(s)) to paint a picture of how LIHTC developments in the County assemble permanent financing. The TCAC applications for LIHTCs provide project specific information like the number of units, unit affordability (i.e., market rate or low-income units), housing type, location, and the total development costs and anticipated permanent financing sources to support construction. Based on the application details, each affordable housing project's capital stack (the funding or investment structure of a project) was analyzed and used to inform the assessment of local funding sources.

The analysis pulls from TCAC applications for LIHTCs for new construction projects in the County between 2018 through June of 2022. Applications for both recently completed TCAC projects (recently completed projects) (projects that have completed construction and are operating under a TCAC regulatory agreement) and projects in the TCAC pipeline (pipeline projects) (projects that have been awarded credits but have not yet completed construction) were included as part of the analysis. Although TCAC applications for LIHTCs also include acquisition and rehabilitation projects, only new construction projects that have been awarded credits were included in the analysis as they can be easily compared. In addition, new construction projects must leverage additional funding sources as part of their capital stack, typically relying the most on local funding sources. These recently completed and pipeline projects in the County, provide methods to filling the funding gaps for future affordable housing projects in the region and underscore the important role those local entities have in the funding process for affordable housing.

Attachment: SBCTA\_Strategic Plan\_Compresed (9218 : San Bernardino Regional Housing Trust)

## AFFORDABLE HOUSING

### Recently Completed and Pipeline Projects

A total of nine new construction projects (including recently completed and pipeline projects) with 766 residential units in the County received funding through the LIHTC program between 2018 and 2022. Five of the projects, with a total of 445 residential units, recently completed construction. The remaining four projects are in the County's affordable housing pipeline. Once completed, the pipeline projects will produce a total of 321 new residential units. An overview of the total development costs and capital stack funding sources for the new construction projects are provided in the following sections. All nine projects, including recently completed and pipeline projects, were accounted for in the overview.

#### Total Development Cost

Based on recently completed and pipeline projects, the average cost for the development of an affordable multifamily rental unit in the County is \$412,838 per unit, as detailed in Table 6, Development Cost by TCAC Project - Recently Completed and Pipeline Projects in San Bernardino County. Looking exclusively at development costs for projects in the pipeline, the average per unit cost is \$452,805 per unit. The costs range from approximately \$335,000 to \$515,000 per unit.

When broken down by housing type, most of the affordable housing projects in the County are large family projects, which average \$430,434 per unit. Based on the development costs of Day Creek Villas, the recently completed senior housing project, projects serving the senior population have a development cost of approximately \$342,000 per unit, which is lower and may be attributed to the size of the units typically targeted towards smaller, older adult households.

**Table 6. Development Cost by TCAC Project - Recently Completed and Pipeline Projects in San Bernardino County**

TCAC Number	Project Name	City	Housing Type	Affordable Units	Development Cost	
					Total	Per Unit
Recently Completed Projects						
CA-18-001	Ontario Emporia Family Apartments	Ontario	Large Families	74	\$32,167,639	\$428,902
CA-18-130	Day Creek Villas <sup>1</sup>	Rancho Cucamonga	Seniors	78	\$31,430,508	\$334,367
CA-18-775	Day Creek Villas <sup>1</sup>	Rancho Cucamonga	Seniors	46	\$16,124,848	\$350,540
CA-18-634	Virginia Holt Apartments (Vista Verde)	Ontario	Large Families	100	\$37,154,345	\$367,865
CA-18-639	Crestview Terrace (of Arrowhead Grove)	San Bernardino	Large Families	147	\$77,767,250	\$422,648
Pipeline Projects						
CA-19-017	Sierra Avenue Family Apartments	Fontana	Large Family	59	\$26,594,800	\$434,939
CA-19-059	Bloomington Housing Phase III	Bloomington	Large Family	97	\$48,000,414	\$468,372
CA-20-580	Las Terrazas Apartments	Colton	Large Family	111	\$43,915,962	\$392,107
CA-21-128	Rialto Metrolink South	Rialto	Large Family	54	\$28,368,975	\$515,800
Total, Pipeline Projects				321	\$146,880,151	\$452,805
Total, All Projects				766	\$341,524,741	\$412,838
Large Family Projects				642	\$293,969,385	\$430,434
Senior Projects				124	\$47,555,356	\$342,454
1. The Day Creek Villas project application was submitted as a hybrid application comprised of a 9% LIHTC component (CA-18-130) and a 4% LIHTC component (CA-18-775).						

Data Source: TCAC, 2022.

## Funding Sources

A capital stack is the different layers of financing sources that go into funding the purchase and improvement of a project. In order to close the gap between development costs and the rents that would be affordable to lower- and moderate-income households, developers of affordable housing projects utilizing LIHTCs typically have to layer between four to eight sources of funding, while others have to layer more<sup>13</sup> (including equity).

Based on the nine TCAC applications for recently completed and pipeline projects in the County between 2018 and 2022, new affordable residential projects required an average of seven financing sources, ranging between four to 10 funding sources. Funding sources in the project's capital stack include federal, state, private, and local sources. (Refer to **Figure 24** for a breakdown of the capital stack composition specific to the pipeline projects).

As shown in **Table 7, Funding Type by TCAC Project - Recently Completed and Pipeline Projects in San Bernardino County**, all nine projects in the County relied on LIHTCs, permanent debt, and local funding sources, with LIHTCs accounting for the largest portion of funding. LIHTCs come in two varieties, 9% credits and 4% credits. Projects receiving 9% tax credits can expect that the credits will pay for approximately 65% of the development costs of the project, while projects receiving 4% tax credits can only expect that the credits will pay for approximately 30% of the project costs. However, projects receiving 4% tax credits can also be awarded tax-exempt bonds, which enable them to receive less expensive debt financing to help make up for the shortfall in funding. Across all of the affordable projects analyzed (shown in Table 7), state and federal LIHTCs make up approximately 50 percent of the project's required funds, ranging from a low of 29 percent to a high of 65 percent for individual projects. Private permanent debt accounts for 10 percent of the capital stack and ranged from two to 25 percent on an individual project basis.

Although variable across individual projects, local funds and contributions account for the second most significant funding source overall, with an average of approximately 34 percent across all projects. On a per project basis, the local funding sources portion of total development costs ranges from a low of 10 percent to a high of 49 percent. Additionally, LIHTC applications submitted to TCAC are scored on a number of factors, including the amount of local funds leveraged. This points to the important role that local funding sources play in addressing funding gaps and in competing for LIHTC required to achieve financial feasibility and in supporting the development of new affordable projects in the County.

The remaining layers of financing come from state and private sources. On average, state sources account for 13 percent of the capital stack; however, it should be noted that only four of the nine projects received funds from state programs, and while state funds make up 40 percent of one project's capital stack, the other three range from three to six percent of total funds. These allocations came from the Transformative Climate Communities Program, Affordable Housing and Sustainable Communities Program, Special Needs Housing Program and No Place like Home Program funds. An additional six percent of funds are provided by private sources, and only three projects relied on development funds from private sources.

<sup>13</sup> <https://turnercenter.berkeley.edu/wp-content/uploads/2021/04/LIHTC-Complexity-Final.pdf>

**Table 7. Funding Type by TCAC Project - Recently Completed and Pipeline Projects in San Bernardino County**

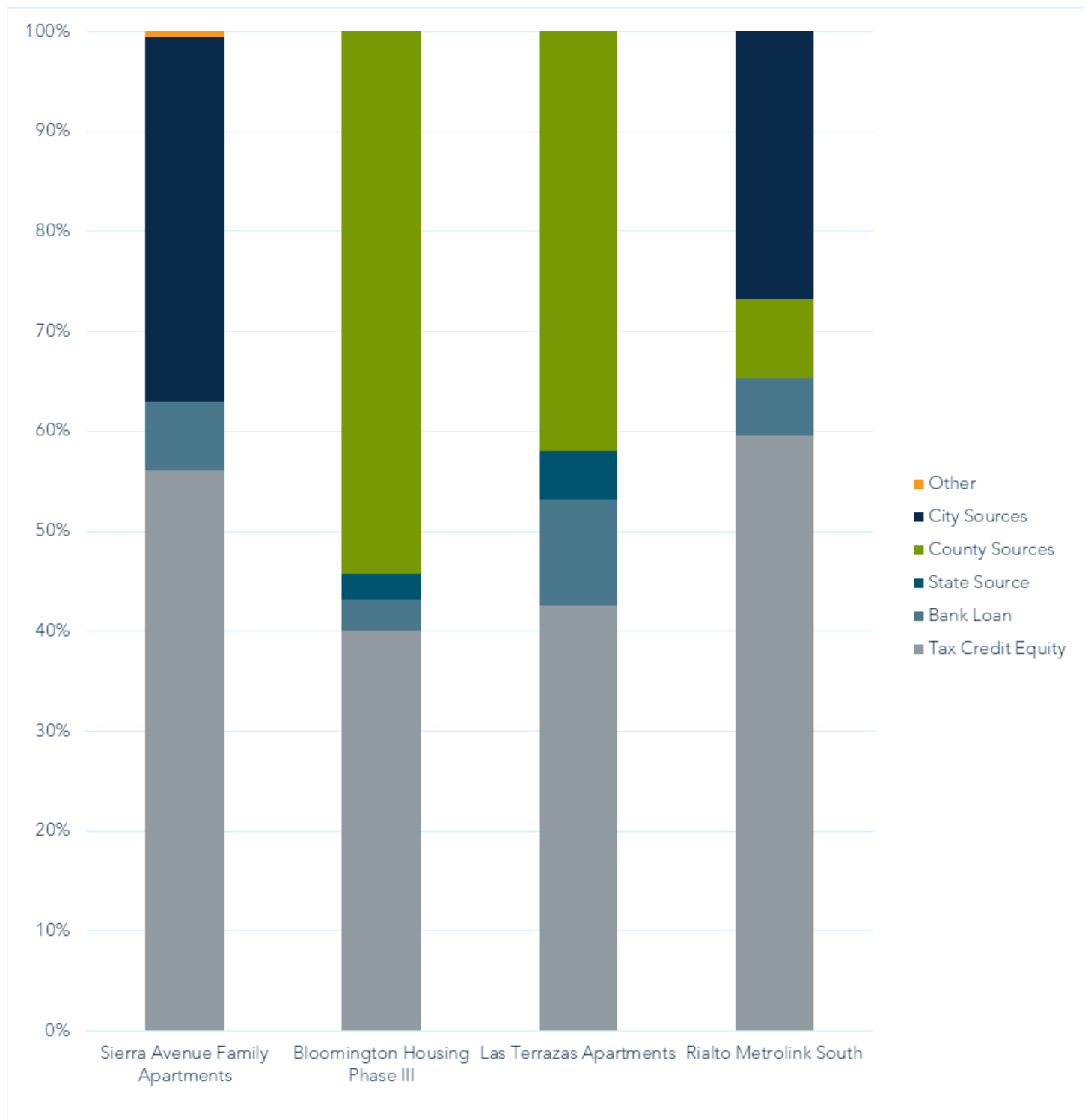
TCAC Number	Project Name	City	Affordable Units	Funding Type by Percent				
				LIHTC	Debt	State	Private	Local
Recently Completed Projects								
CA-18-001	Ontario Emporia Family Apartments	Ontario	74	49%	2%	0%	0%	49%
CA-18-130	Day Creek Villas <sup>1</sup>	Rancho Cucamonga	78	65%	10%	0%	0%	25%
CA-18-775	Day Creek Villas <sup>1</sup>	Rancho Cucamonga	46	32%	14%	0%	9%	45%
CA-18-634	Virginia Holt Apartments (Vista Verde)	Ontario	100	36%	12%	40%	3%	10%
CA-18-639	Crestview Terrace (of Arrowhead Grove)	San Bernardino	147	29%	25%	5%	8%	35%
Pipeline Projects								
CA-19-017	Sierra Avenue Family Apartments	Fontana	59	56%	7%	0%	0%	37%
CA-19-059	Bloomington Housing Phase III	Bloomington	97	52%	4%	3%	0%	41%
CA-20-580	Las Terrazas Apartments	Colton	111	52%	13%	6%	0%	29%
CA-21-128	Rialto Metrolink South	Rialto	54	60%	6%	0%	0%	35%
Total, Pipeline Projects			321	55%	7%	5%	0%	35%
Total, All Projects			766	48%	10%	13%	6%	34%
Large Family Projects			642	48%	10%	13%	5%	34%
Senior Projects			124	49%	12%	0%	9%	35%
1. The Day Creek Villas project application was submitted as a hybrid application comprised of a 9% LIHTC component (CA-18-130) and a 4% LIHTC component (CA-18-775).								

Data Source: TCAC, 2022.

## Local Gap Funding Sources for the TCAC Pipeline

Local funding resources help to ensure that affordable housing projects are economically feasible, often providing an essential layer of financing that closes the gap between available funds and the project's cost. Local gap funding sources account for roughly 35 percent of the required funds to support construction of the four affordable housing developments in the County's TCAC pipeline. Local gap funding amounts range from \$8,358,000 from San Bernardino County HOME funds in the Las Terrazas Apartments, to a low of \$592,000 from the County's Inland Valley Development Agency funds. Across all pipeline projects, the local funds total \$52.1 million, with an average of \$162,322 per unit.

The composition of funding sources that make up the capital stack of each pipeline project is presented in **Figure 24, Capital Stack Composition for TCAC Pipeline Projects**. Refer to **Figure 24** for a visual representation of local sources relative to federal, debt, and state sources.

**Figure 24. Capital Stack Composition for TCAC Pipeline Projects**

Data Source: TCAC, 2022.



## Local Funding Sources

The local gap fund contributions include a range of funding sources and vary between three to six local sources per project. The funding sources detailed below primarily focus on those used by the projects in the pipeline.

### HOME Funds

The HOME Investment Partnerships Program (HOME) is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households. HOME funds are awarded annually as formula grants (noncompetitive awards based on a predetermined formula) to participating jurisdictions. The program's flexibility allows states and local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancements, or rental assistance or security deposits.

Only one of the recently completed projects received HOME funds, however, all four pipeline projects received local funding contributions through the allocation of local HOME dollars from the City of Fontana or the County. The City of Fontana and the County are entitlement jurisdictions eligible to receive HOME funds directly from the United States Department of Housing and Urban Development. Between 2019 and 2021 the County received approximately \$22.9 million in HOME funds, and the City of Fontana received approximately \$4.7 million in HOME funds<sup>14</sup>.

The four pipeline projects received a total of \$15.7 million in HOME funds. The Sierra Avenue Family Apartments in the City of Fontana received a \$1.6 million allocation in HOME funds from the City of Fontana. The three other projects in the TCAC pipeline received a total of \$14.1 million in HOME funds from the County, ranging from approximately \$2.2 million to \$8.4 million, or \$36,000 to \$75,000 per unit.

### Land Donation or Land Loans

One of the challenges in building new affordable homes is acquiring land suitable for housing. High land costs can pose as an obstacle to developing affordable housing for lower-income families. However, local funding contributions in the form of public land can help reduce the cost of land, and therefore, the overall cost of the project. The assistance can provide affordable housing developers a way to compete with market rate developers for land.

All four pipeline projects received a local funding contribution in the form of a land lease, land grant, or land loan from public agencies, ranging from \$2.45 million to \$6.7 million and totaling approximately \$15.8 million. In addition, all five recently completed projects also received a local contribution in the form of free or subsidized land from a public agency. This is a critical funding method for supporting affordable housing development in the region.

<sup>14</sup> <https://www.hudexchange.info/grantees/allocations-awards/>

### Impact Fee Waivers/ Deferrals

While impact fees and permitting fees can serve an important purpose, they can also increase the cost of development. Local jurisdictions can encourage the development of new affordable housing by reducing or waiving these fees for qualifying projects to reduce overall development cost. Rather than reducing or waiving fees, some local jurisdictions allow payment on a deferred basis. Deferred fee payments allow developers to make payments after securing long-term, lower-cost financing, while the community still collects the expected revenue and avoids budget shortfalls in other areas.

The Sierra Avenue Family Apartments is the only pipeline project that financed a portion of the development through deferred developer fees. The value of the deferred developer fee was approximately \$151,000. Additionally, three of the recently completed projects received developer fee deferrals totaling approximately \$208,00 across all three projects.

### Housing Trust Fund/ Housing Authority

Two pipeline projects received direct loans from the local municipal housing trust fund or housing authority. The Sierra Avenue Family Apartments received funds from the City of Fontana Housing Trust in the amount of \$1 million and the Rialto Metrolink South project received funds from the Rialto Housing Authority in the amount of \$4.55 million. Additionally, two of the recently completed projects received approximately \$3.8 million and \$12.3 million funds from the San Bernardino Housing Authority and the Ontario Housing Authority, respectively.

### Other Funding Sources

Additional local gap funding contribution sources for the TCAC pipeline projects include the following:

- **Grants**

The Bloomington Housing Phase III project received \$2 million in grants, including \$500,000 from the County (tax exempt bond proceeds), and \$1.5 million in grant funds from the Inland Empire Health Program.

- **Loans**

Additional gap funding contributions included an approximately \$3.5 million loan from the City of Fontana's Supplemental Educational Revenue Augmentation Fund for the Sierra Avenue Family Apartments, and a \$5.35 million loan from the County for the Bloomington Housing Phase III project. In addition, Las Terrazas Apartments received an approximately \$1.4 million loan from the County's Neighborhood Stabilization Program funds and an approximately \$590,000 loan from the Inland Valley Development Agency, a Joint Powers Authority comprised of the County and the Cities of Colton, Loma Linda, and San Bernardino.

- **Reimbursements**

The Bloomington Housing Phase III project received \$2.1 million from the County through reimbursement for a public park and community center that will be located to the north of the development.

### **Housing Choice Vouchers**

The Housing Choice Voucher program is federally funded by HUD and administered at the local level through public housing agencies. The program can help to offset the cost of housing for qualified households by providing tenant-based assistance to low-income families or individuals through vouchers to help pay for the rent of any rental unit that meets program guidelines. These tenant-based Housing Choice Vouchers are awarded to households and are used to pay the difference between what is affordable for the household to pay and the market rate rent. Tenant-based Housing Choice Vouchers ensure low-income households are free to choose their own housing on the open market, instead of only being able to find assistance through public housing or a deed-restricted affordable housing unit.

### **Project-Based Vouchers**

As part of a public housing agency's Housing Choice Voucher program, a public housing agency may elect to administer up to 30 percent of their voucher to project-based vouchers. Unlike tenant-based vouchers, which are tied to a particular family, project-based vouchers are attached to units in a specific property. Because project-based vouchers are tied to the unit, the assistance remains with the unit when a family moves from the project-based voucher unit. Public housing agencies can use up to 20 percent of their Housing Choice Vouchers for project-based vouchers and an additional 10 percent for projects that assist veterans or people experiencing homelessness; are located in properties that provide supportive housing to older adults or people with disabilities; or are located in areas where the poverty rate is 20 percent or less. In addition, project-based vouchers can typically only be dedicated to a maximum of 25 percent of the project's units or to 25 total units, whichever is greater (exceptions exist for projects in low-poverty areas or if residents are eligible for supportive housing.) These restrictions aim to encourage mixed-income communities to give access to lower-income families to resource rich areas.

When project-based vouchers are used, the property owner agrees to reserve the specified units in a building for occupancy by eligible families through a Housing Assistance Payment contract and the public housing agencies refer families to the project owner to fill unit vacancies. The anticipated proceeds from the contract sometimes function as a form of gap funding in Low Income Housing Tax Credit (LIHTC) projects. Developers can use the contract as collateral and as a regular source of income that will be needed for the project to repay its debt service. The Housing Assistance Payment contract therefore provides a layer of certainty that helps makes these projects more attractive to investors and lenders.

The certainty of rental income provided by project-based vouchers affect the ability to leverage private debt and equity. Under a long-term, project-based subsidy contract, the rents

are predictable and adjust annually for inflation. This influences debt capacity and provides invaluable predictability for securing financing. However, since rental assistance in the form of project-based vouchers is considered an operating subsidy, it is not often included as part of the permanent financing information on TCAC applications<sup>15</sup>. This is the case with several of the recently completed and pipeline TCAC project in Table 7. While not included as part of the project's capital stack funding sources, the Bloomington Housing Phase III, Las Terrazas Apartments, and Rialto Metrolink South pipeline projects received rental subsidies in the form of HUD project-based Housing Choice Vouchers, in addition to two of the recently completed projects (Day Creek Villas (CA-18-130) and Crestview Terrace (of Arrowhead Grove)).

Leveraging LIHTCs with project-based Housing Choice Vouchers can make projects more attractive to private lenders who underwrite loans to projects based on their income potential, and their ability to pay debt service on a loan. Project-based vouchers provide the difference between the fair market rent paid by the Housing Choice Voucher rent subsidy program and the affordable rent that could otherwise be charged to a low-income household under the LIHTC program. Higher rental income means a project can support higher debt service payments, which means the property can support a larger loan from a private lender. Leveraging project-based vouchers with LIHTCs combines the equity generated through LIHTCs with the long-term, comparatively higher income from the project-based Housing Choice Vouchers to maximize the benefits of both programs<sup>16</sup>.

The stable source of future income for a development offered by project-based Housing Choice Vouchers can be integral to the financing package that makes constructing or rehabilitating affordable housing possible. The commitment of project-based rental subsidies is a vital part of affordable housing financing by providing ongoing funding that ensures that the housing development will remain financially viable while continuing to serve extremely low-income households for many years. When used with additional government subsidies, project-based vouchers can help to make development feasible.

While the Housing Choice Voucher program is a federal program, its effectiveness depends on local initiative and policy determinations. Leveraging project-based voucher can help local governments to maximize the impact of their limited gap financing budgets to serve more households, while helping developers offer rental apartments to households at lower incomes. By project-basing a share of their Housing Choice Vouchers, local public housing agencies within the region expand the potential for leveraging project-based vouchers, and thereby the opportunity for millions in additional funding for the development of affordable housing in the region. By working together, cities and public housing agencies can allocate project-based vouchers to units in new or rehabilitated developments funded or facilitated by the city with HOME, CDBG or local housing trust funds<sup>17</sup>. By layering local funds for development and rental subsidies administered by public housing agencies, these developments can serve households at a broader range of income levels than they would otherwise be able to and increase the supply of affordable units in the region.

15 <https://turnercenter.berkeley.edu/wp-content/uploads/2021/04/LIHTC-Complexity-Final.pdf>

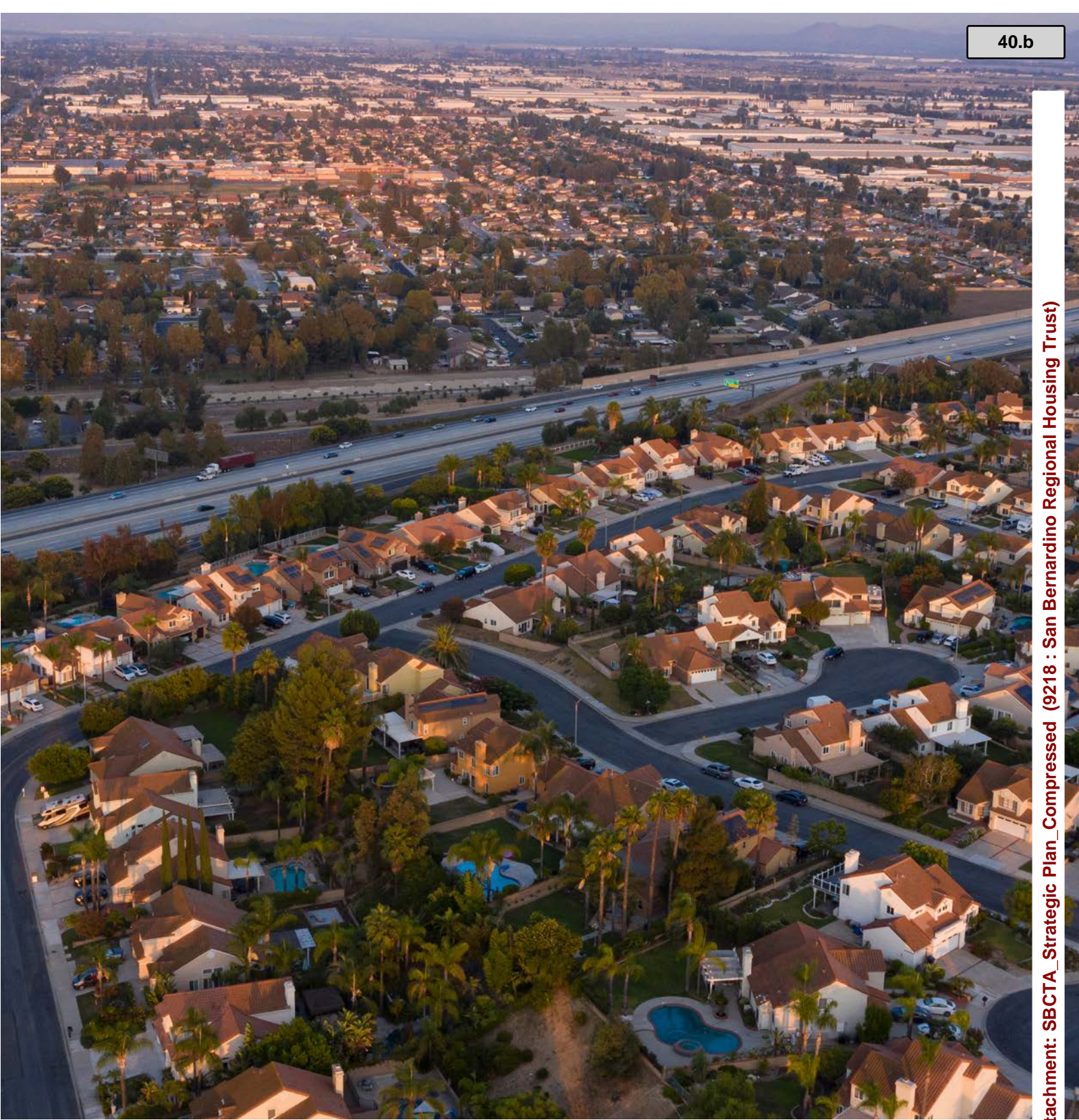
16 [https://1p08d91kd0c03rlxhmtydpr-wpengine.netdna-ssl.com/wp-content/uploads/2015/11/25\\_MacArthurS8Rept\\_2008\\_11\\_09.pdf](https://1p08d91kd0c03rlxhmtydpr-wpengine.netdna-ssl.com/wp-content/uploads/2015/11/25_MacArthurS8Rept_2008_11_09.pdf)

17 <https://localhousingsolutions.org/plan/pha-city-collaboration/>

## Findings on Per Unit Gap Funding Need

Based on the development costs and funding sources analyzed above, local funds provide a notable layer of financing that closes the gap between available funds and the project's cost, highlighting the important role that local resources can play in funding affordable housing in the County and underscoring the importance of supplementing federal or state funding with local resources. As previously noted, local gap funding sources account for roughly 34 percent of the required funds to support affordable projects in the County that were recently completed or in the project pipeline. In areas where the local jurisdiction is unable to provide local supporting funds, the above analysis suggests that the Housing Trust should aim to provide an average (either on its own or leveraged with another source) of nearly \$160,000 per unit in gap financing to support the delivery of units throughout the San Bernardino region. Gap financing in this amount would result in approximately six (6) units for every \$1 million in funds allocated to gap financing from the Housing Trust. However, this does not account for any other gap funding sources that are likely to be provided. This figure is based on the average local gap financing provided for recently completed and pipeline projects in the County.









SAN BERNARDINO  
REGIONAL HOUSING TRUST

# REGIONAL HOUSING TRUST WHITE PAPER

Attachment: SB Housing Trust White Paper\_April 2022 (9218 : San Bernardino Regional Housing Trust)

PREPARED BY:

**DUDEK**



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## INTRODUCTION

Housing trust funds, or housing trusts, offer a great opportunity to increase housing supply in San Bernardino County, southern California's once affordable residential outpost now on the rise as an economic hub, but with shrinking housing opportunities. There are a variety of administrative structures for housing trusts, but the most impactful is the regional model. Given the limited capacity of local jurisdictions to devote resources to trust administration, and San Bernardino Council of Governments' (SBCOG) well-established role in the region, SBCOG is both qualified to and capable of administering a regional housing trust that would address regional housing needs while minimizing duplication of resources across San Bernardino County. This Executive Summary provides an overview of housing trusts and recommendations for instituting a SBCOG-administered housing trust, which the full white paper discusses in more depth. In addition to expanding on the contents of this Summary, the White Paper includes an analysis of existing housing trusts (Appendix A), including several interviewed for this paper, which serves as the central foundation of the included recommendations.

## FRAMING THE ISSUE

The entire state, including San Bernardino County, faces a significant housing supply and affordability crisis spurred by high land costs, rising construction costs, and limited financing options. While each of these factors has worsened over the last few decades, the most significant change may be the funding void created by lost redevelopment funds, which previously contributed between 30 and 60 percent of per-unit project costs to an affordable housing development.<sup>1</sup> These community challenges have become regional issues with compounding, interrelated impacts on housing supply, homelessness, and economies at the local and regional scale.

In San Bernardino County, housing is a substantial expense, reflecting the largest single monthly expenditure for many individuals and families. Quality housing is not affordable for everyone, and those with lower incomes are most likely to live in unhealthy, overcrowded, or unsafe housing conditions.<sup>2</sup> Housing supply has not kept pace with population growth throughout the region. Instead, growth is being accommodated through increases in persons per household, resulting in household overcrowding.<sup>3</sup>

1 Washburn, A., July 19, 2020, Personal Communication.

2 San Bernardino County, 2018, Community Indicators Report, [http://www.sbcounty.gov/Uploads/CAO/Feature/Content/SB\\_2018\\_RE-PORT\\_-3\\_.pdf](http://www.sbcounty.gov/Uploads/CAO/Feature/Content/SB_2018_RE-PORT_-3_.pdf)

3 Department of Finance data (Table E-5) indicates that the average persons per household has increased in all jurisdictions in San Bernardino County from 2010 to 2021, including the unincorporated San Bernardino County. Furthermore, the increase in average persons per household is greater than the overall statewide increase.

With a much higher demand (or need) for housing units than there is supply, both home and rental prices have increased to stymie the influx of interest. Significant portions of San Bernardino County pay more than 30 percent of their gross income towards housing payments, and higher housing costs put lower income households at risk of living in substandard housing or of experiencing homelessness. Without a concerted effort to expand the affordable housing supply, increasing numbers of households will become unable to afford housing in San Bernardino County as rents and housing prices continue to rise.

## WHAT ARE HOUSING TRUSTS?

A housing trust fund is a program or independent organization that raises funding to dedicate to housing production, preservation, and related activities. A housing trust can provide a mechanism for local agencies to make ongoing investments in affordable housing using both direct revenues and leveraged matching funds available from State and federal sources, available exclusively for housing trust programs. Housing trusts have many benefits including, but not limited to, serving as a flexible source of gap financing for affordable housing, giving regions the ability to compete for otherwise restricted State funds, increasing homeownership opportunities with down-payment assistance for lower-income families, and supporting homeless assistance.

Housing trusts in California have become increasingly popular in recent years as local and regional jurisdictions across the state seek solutions to the statewide housing crisis. Local and regional housing trusts in California generally share the following three characteristics:

1. They receive ongoing revenues, rather than being dependent on annual appropriations from general funds or similar sources.
2. Funds are primarily designated to support affordable housing, rather than market rate housing or other community goals—State and federal matching funds, as well as most dedicated tax revenues or fees are exclusively available to support affordable housing.
3. They benefit from funding sources not restricted to housing activities, rather than relying exclusively on dedicated housing funds, and may benefit from the flexibility of offsetting public fund allocations with revenue captured from the private sector.

## HOUSING TRUST ADMINISTRATION, PROGRAMMING, AND FUNDING SOURCES

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The organizational structure, programming, and funding sources of a housing trust are all interrelated and co-dependent. For example, the organizational structure informs what kind of funding opportunities are available to the trust fund, the funding sources impact the programming types that can be supported by the trust, and the funding sources impact the stability of the organizational structure. This is primarily due to the restrictions imposed on funding sources available. Decisions regarding each component of the trust must be considered in relation to the effect on the other two components.

### ADMINISTRATION OPTIONS AND RECOMMENDATIONS

Housing trusts are operated by a variety of organization types and models including individual jurisdictions, a consortium of multiple local agencies, and nonprofit organizations. Each organizational structure has benefits and drawbacks, which the full white paper discusses in more depth. In general, local city- and county-administered trusts benefit from more accessible public funding and institutional government knowledge, but they operate slowly and often lack adequate staff time and resources to devote to a housing trust. Nonprofit models benefit from greater autonomy and flexibility to diversify and leverage funding sources, but they are unable to tap into public funds and some government grants, such as the Permanent Local Housing Allocation funds, which only eligible cities and counties can apply for. Operating under either a public or nonprofit organizational structure, Joint Powers Authority (JPA)-administered housing trusts have risen in popularity in recent years due to their reliable government support, ability to pool resources, and greater flexibility to pursue and leverage funds. Trusts administered by a JPA can operate as a quasi-local governmental organization (holding equal power with other jurisdictions participating in the JPA) or as a nonprofit.

While obtaining seed funding to initiate a trust can be more difficult for nonprofits, they tend to glean funds from outside resources for affordable housing more effectively in the long term. When paired in a hybrid nonprofit/JPA organizational structure, housing trusts have the flexibility and autonomy of a nonprofit with the financial support and government backing of participating cities and counties. Furthermore, utilizing a JPA fosters multi-jurisdictional cooperation, which unites local jurisdictions to address regional issues such as housing, and amasses resources to reduce cost and duplication of efforts. All California-based housing trusts interviewed view JPA-administered trusts favorably. It is recommended that a SBCOG-administered housing trust be

organized as a nonprofit/JPA hybrid to maximize stability and access to funding opportunities.

## FUNDING SOURCES AND RECOMMENDATIONS

There are a variety of revenue streams for housing trusts administered by the State and federal government, local governments, and private sources. Funds available from public entities, especially at the State and federal level, are often stringent, exacting specific requirements in order for housing trust programs to qualify. Private sources, although more difficult to obtain initially, more often provide funding with fewer restrictions or requirements. Appendix B provides an analysis of a variety of public and private sources of revenue ranging from the State-administered Permanent Local Housing Allocation (PLHA) funds to commercial linkage fees to private donations.

A SBCOG-administered trust should consider a variety of revenue sources. The following initial list of sources, both one-time and ongoing, have been preliminarily identified as appropriate for SBCOG to pursue seed funding and establish program stability in the first five to ten years of operation:

- State Permanent Local Housing Allocation (PLHA) program grant funds from participating member jurisdictions
- State-matching Local Housing Trust Fund grant funds
- National Housing Trust Fund grant funds
- Transient Occupancy Tax revenue from participating member jurisdictions
- Inclusionary zoning in-lieu fee revenue from participating member jurisdictions
- Community Benefit Agreement revenue
- Discretionary local revenue from participating member jurisdictions

## PROGRAMING OPTIONS AND RECOMMENDATIONS

A housing trust fund must specify in its bylaws what types of projects, programs, and activities the trust will fund. Activities could include, but are not limited to, new construction of affordable housing, predevelopment activities for affordable housing development, down payment assistance for developers or first-time homebuyers, preservation or rehabilitation of existing affordable housing, land acquisition for development of affordable housing, and establishment of housing for those experiencing homelessness. Housing trusts funnel revenue into defined programs that carry out these intended activities and greater goals. The most common program for housing trusts in California is a revolving loan fund.

Some housing trust activities are more effective tools for creating affordable housing than others, depending on the resources available and local context. This report recommends that a SBCOG-administered housing trust initially prioritize short-term, low-interest loans in a revolving loan fund to maximize affordable housing development, and then expand over time to longer-term loans, Community Reinvestment Act (CRA) loans, and Community Impact Notes (CINs) as the housing trust grows in size and stability.

## IMPLEMENTATION

It is recommended that the SBCOG-administered trust take the following steps to establish a housing trust over the course of one to two years. The final step listed below will likely take two to three years to implement before the housing trust will have stability and funding for programming and standard operation.

- 1. Trust structure.** Identify interested and eligible jurisdictions for participation; determine JPA structuring SBCOG depending on whether or not the trust achieves participation of SBCOG full membership and participant jurisdictions' interests.
- 2. Housing issues.** Identify housing needs and priorities in the SBCOG region; establish and implement a campaign to foster public support of the housing trust.
- 3. Official trust formation.** Enact intent to establish trust within SBCOG; develop Administrative Plan for housing trust operation; adopt new JPA or amend existing SBCOG JPA for housing trust administration; adopt resolutions to join at the jurisdiction level; form the nonprofit component of the housing trust.
- 4. Activity start-up.** Pursue revenue; transition to ongoing implementation.



# INTRODUCTION

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This paper provides an introduction to housing trust funds, or housing trusts, examining trust fund organizational models, operation and administration logistics, and funding sources. This information is examined through the lens of the (SBCOG) to understand the feasibility of establishing a SBCOG-administered housing trust fund and how such a fund should be established to best support housing production throughout San Bernardino County. The analysis culminates with recommendations for administration and operation, revenue sources, and implementation next steps.







## HOUSING TRUST FUND INTRODUCTION

A housing trust fund is a program or independent organization that raises funding to dedicate to housing production, preservation, and related activities, such as grant funding for construction or rehabilitation, infrastructure, land acquisition, or impact fees; low-interest construction, acquisition, or gap financing loans; and grants or loans that implement home weatherization programs, incentivize the production of affordable accessory dwelling units, support transitional or emergency housing and shelters, or preserve existing multifamily housing.

A housing trust can provide a mechanism for local agencies to make ongoing investments in affordable housing using both direct revenues and leveraged matching funds available from State and federal sources, available exclusively for housing trust programs.

A housing trust fund as a nonprofit model has similarities to a community land trust (CLT), though they serve complementary, rather than duplicative purposes. CLTs are typically structured as nonprofit organizations and can serve a variety of purposes, though they are most commonly used to preserve housing affordability and support lower-income families' ability to build wealth. As the name suggests, the CLT model is based on land acquisition and ownership, recognizing that it is the value of land, not the residential structure, that increases over time. As explained by the organization Community-Wealth.org, a CLT "acquires land and maintains ownership of it permanently. With prospective homeowners, it enters into a long-term, renewable lease instead of a traditional sale. When the homeowner sells, the family earns only a portion of the increased property value. The remainder is kept by the trust, preserving the affordability for future low- to moderate-income families."<sup>4</sup> Locally, the newly formed Inland Empire Community Land Trust works to support the affordability of both for-sale and rental housing.<sup>5</sup> As noted above and described in more detail in the following sections, a housing trust, by contrast, primarily serves to meet the gap funding needs of affordable housing. A housing trust fund could theoretically work collaboratively with a CLT to provide gap funding to assist in the acquisition of the land and production affordable housing.

4 Community-Wealth.org, 2020. <https://community-wealth.org/strategies/panel/clts/index.html>  
5 Inland Empire Community Land Trust, 2020. <https://www.ieclt.org/about>

## BENEFITS OF HOUSING TRUSTS

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Housing trusts offer general benefits to communities by providing safe affordable homes for all income levels, including extremely low- or no-income households. They ensure long-term investment in affordable housing; address homelessness, gentrification, and displacement; and advance transit-oriented development and access to upward mobility. The following benefits are particularly applicable in the context of the SBCOG region:

- **Flexible source of gap financing.** A revolving loan fund, as a function of a housing trust, provides access to a flexible source of capital that can be used in combination with traditional sources of revenue to fund affordable housing development. Gap funds provided through a revolving loan fund serve as a bridge between the amount a borrower can obtain to finance housing development in the private sector and the remaining dollars needed to initiate construction.
- **Ability to compete for State funds.** The State makes funds available to housing trusts in California annually with specific requirements for eligible applicants. Operation of a housing trust would expand the region's access to State housing funds to include revenue streams otherwise unavailable, such as Local Housing Trust Fund (LHTF) funds.
- **Homelessness assistance.** Housing trust funds are flexible resources for homelessness assistance, allowing and fostering distinct programs targeted to one or more aspects of homelessness. Housing trust funds can devote portions of their revenue to augment existing emergency and transitional homeless programs, assist supportive service organizations, or create new homeless housing or support services. Homelessness is often a product of housing shortages when extremely low-income households are forced out of the housing market when the demand for housing exceeds the supply, driving up housing prices and the cost of rents. Housing trust funds can help to expand the housing market with both affordable housing for people at risk of experiencing homelessness, and market rate housing to lessen the housing shortage and housing price inflation rates.

## HISTORY OF HOUSING TRUSTS IN US AND CALIFORNIA

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The first housing trust funds in the United States were implemented in Maryland and California during the 1970's. They proved to be effective models for permanent affordable housing revenue streams, and the concept soon spread to other states. Virtually every state in the U.S. now has local and /or State housing trust funds. A few states have created more than one State housing trust fund, including Connecticut, Illinois, Massachusetts, Nebraska, Oregon, and Washington. The Federal Government established the National Housing Trust Fund (NHTF), administered by the U.S. Department of Housing and Urban Development (HUD), in 2008 and began implementing the program in 2016, distributing \$174 million through funding solicitations, generally administered by states. In 2016 approximately \$10.1 million of NHTF funds were allocated to California. Within the state, NHTF funding is further distributed by the California Department of Housing and Community Development (HCD).

Housing trusts in California have become increasingly popular in recent years as local and regional jurisdictions across the state seek solutions to the statewide housing crisis. California has passed legislation encouraging and/or enabling local jurisdictions to dedicate public funds to affordable housing. However, California is one of four states that have created housing trust funds legislatively but do not currently have public revenues committed to the funds. As of 2016, 45 local and regional housing trusts in California generally share the following three conditions:

- They receive ongoing revenues, rather than being dependent on annual appropriations from general funds or similar sources.
- Funds are primarily designated to support affordable housing, rather than market rate housing or other community goals—State and federal matching funds, as well as most dedicated tax revenues or fees are exclusively available to support affordable housing.
- They benefit from funding sources not restricted to housing activities, such as those that could otherwise be devoted to other community goals (e.g. environmental conservation, economic development, or transportation), rather than relying exclusively on dedicated housing funds, and may benefit from the flexibility of offsetting public fund allocations with revenue captured from the private sector.

## HOUSING TRUST APPLICABILITY TO SBCOG

The entire state, including San Bernardino County, faces a significant housing supply and affordability crisis spurred by high land costs, rising construction costs, and limited financing options. While each of these factors has worsened over the last few decades, the most significant change may be the funding void created by lost redevelopment funds, which previously contributed between 30 and 60 percent of per-unit project costs to an affordable housing development.<sup>6</sup> Major housing challenges in the SBCOG region include:

- **Housing supply shortage:** The housing supply has not kept up with population growth. Between 2014 and 2021, 24,202 new housing units were constructed while the population grew by 80,958, indicating that population growth is being accommodated through increases in persons per household.<sup>7</sup> Older generations are living and staying healthier longer and therefore are choosing to stay in their homes. Paired with increasing demands from the Millennial generation seeking housing, homes are in higher demand than they have ever been before.
- **High housing prices:** With a much smaller housing supply than the market demands, both home and rental prices have increased to stymie the influx of interest. Significant portions of San Bernardino County pay more than 30 percent of their gross income towards housing payments. Up to 60 percent of homeowners and up to 80 percent of renters in some communities overpay for housing, meaning they spend more than 30 percent of their income housing, making it far more difficult for renters to save for a down payment on a home.<sup>8</sup>
- **Low rate of new affordable housing construction:** At the end of 2020, San Bernardino County jurisdictions had constructed approximately five percent of very low-income units and 16 percent of low-income units allocated in the 5th RHNA cycle.<sup>9</sup> Depending on the type of housing (e.g. senior, family, or veteran), affordable housing developments in the region typically require between 10 and 20 percent of funding to come from local sources. Despite growing need, a lack a funding sources has inhibited the development of much needed affordable housing in San Bernardino County.

<sup>6</sup> Washburn, A., July 19, 2020, Personal Communication.

<sup>7</sup> Department of Finance data (Table E-5) indicates that the average persons per household has increased in all jurisdictions in San Bernardino County from 2010 to 2020. Furthermore, the increase in average persons per household is greater than the overall statewide increase.

<sup>8</sup> CA Department of Housing and Community Development, AFFH Data and Mapping Resources, <https://affh-data-resources-cahcd.hub.arcgis.com/>, accessed on October 14, 2021

<sup>9</sup> CA Department of Housing and Community Development, 5th Cycle Annual Progress Report Permit Summary, <https://hcd.ca.gov/community-development/annual-progress-reports.shtml>, accessed on October 13, 2021.

A housing trust offers a creative solution to begin to address the funding limitations that stifle the development of affordable housing in the SBCOG region and leverages SBCOG's unique strengths as a convener adept at facilitating collaboration.

In response to recent changes to housing-related legislation, SBCOG has been working closely with its member jurisdictions to provide increased support as it relates to General Plan Housing Elements and their implementation. In 2021, SBCOG's member jurisdictions formed a housing subcommittee to explore regional solutions to providing housing. SBCOG provides a supportive platform for the region through their strong regional voice that can garner political support and access to available resources that cities and counties do not have. SBCOG is in the early stages of developing a regional equity study and a regional housing strategy.

SBCOG is organized as a Joint Powers Authority (JPA), that represents local governments to provide cooperative planning, coordination, and technical support on issues not constrained by political boundaries. As the regional population continues to grow, community challenges become regional challenges that have compounding, interrelated impacts. SBCOG focuses on regional matters important to future growth, including housing, with duties that complement rather than duplicate jurisdictional activities.

Due to its role as a regional council, SBCOG is advisory in nature and lacks traditional government powers of taxation, regulation, or decision implementation. SBCOG currently works through its committee structure and amassed resources to reduce duplication of efforts, which could include establishment of a regional housing trust fund. SBCOG's reliance upon member jurisdictions to follow through on decisions would require that member jurisdictions take individual action to participate in a regional housing trust administered by SBCOG.

SBCOG's JPA explicitly permits the agency to apply for grants under federal, State, or local programs, which could include application for grants in representation of the housing trust. To establish a housing trust fund, SBCOG would modify its joint powers agreement to explicitly permit administration of the trust, with specified limitations for participating cities and the county within San Bernardino County. Other requirements, including funding prerequisites, and SBCOG-specific recommendations are discussed in the following sections.



## ORGANIZATIONAL STRUCTURE

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Housing trusts are operated by a variety of organization types and models including individual jurisdictions, a consortium of multiple local agencies, and nonprofit organizations. These organizations often apply for grant funding to augment funds or to provide start-up resources. Some of the largest and most viable revenue sources in California have relatively strict eligibility requirements, typically restricting funding availability to cities, counties, or tribal governments and/or 501(c)(3) nonprofit organizations. Organizational models with the ability to attract the primary funding sources appropriate for a governmental agency, such as SBCOG or its member jurisdictions, to operate are examined below.

### LOCAL CITIES AND COUNTIES

Local cities applying for funding would be considered a Local Housing Trust, whereas a county or consortium of multiple cities would be considered a Regional Housing Trust. Local cities and counties are eligible for State and federal funding that may not be accessible to other types of agencies or organizations. Cities and counties have the benefit of established networks to initiate conversations regarding housing needs. Additionally, elected officials often trust city staff as the in-house experts on planning and housing-related issues. An established relationship of trust may spur initial support for a housing trust from elected decision makers, helping to get the trust off the ground. However, the amount of staff, time, and funding needed to administer a housing trust can raise challenges for some local cities.

### LOCAL JURISDICTION—JPA VARIATION

Local cities and counties can also enter into a joint power agreement to cooperatively provide funding for affordable housing in a greater region. Housing trusts operating as a Joint Powers Authority (JPA) receive reliable government support, often through membership requirements and dues established in the JPA's bylaws, and benefit from coordination among jurisdictions. JPA's have many of the same powers as the JPA's member jurisdictions, though they do not have the authority of eminent domain or the ability to issue bonds without a credit rating. SBCOG could operate as an equal member under this agreement, and SBCOG's current experience operating as a JPA would translate smoothly into administration of a housing trust with this JPA variation.

## NONPROFIT

Nonprofit organizations may have greater difficulties obtaining seed funding to initiate a housing trust fund due to fewer available federal or State grants with applicant restrictions and no prior resume of affordable housing development upon initiation. However, nonprofits have greater autonomy to pursue private industry money, bank investments, and collaborations with multiple local and regional jurisdictions, effectively diversifying and creatively leveraging funding sources to increase community dollars funneled to affordable housing. Nonprofits have the flexibility to serve as a financial intermediary and can be approved to operate as a Community Development Financial Institution (CDFI), enabling them to issue CINs and further diversify their sources of revenue. In addition, employing a combination of sources to fund the housing trust diversifies income sources, ensuring the trust is fiscally stable in the long-term. As they grow and become more successful over time, nonprofit housing trust models tend to more effectively bring in larger donations from outside resources and leverage those funds more effectively towards affordable housing development.

## NONPROFIT—JPA VARIATION

Nonprofit housing trusts have the flexibility to form a JPA. As discussed in a previous section, a housing trust acting as a JPA is largely given the same powers as the JPA's member jurisdictions. San Mateo's Housing Endowment and Regional Trust (HEART) is structured as a JPA/nonprofit partner housing trust, in which HEART holds equal power as the County and cities in the trust. Under their JPA agreement, cities and the County are required to contribute a portion of their general fund appropriations to HEART annually. The portion is based on the jurisdiction's population, the number of jobs in the jurisdiction, and the projected rate of growth.

A JPA cannot act as a CDFI, thereby constraining its ability to capture revenue through CINs. JPA/nonprofit housing trusts have the option of forming a subsidiary to be eligible as a CDFI. Operation as a JPA/nonprofit, rather than a consortium of local jurisdictions/JPA, further increases the housing trust's flexibility to pursue and creatively source new funds. San Mateo's HEART is one of the few JPA/nonprofit partner housing trusts in the West, but their model has successfully received funds from a diverse array of sources.



## ORGANIZATIONAL OVERSIGHT

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When operating outside of an individual city's or county's purview, housing trust funds have an advisory body, or board of directors. This board can provide the housing trust fund with a broad range of expertise and provide a way to maintain a connection with the communities served and their needs. Virtually all boards of directors have some responsibility for developing or advising on the policies that govern the fund. In some cases, the board helps recommend applicants for funding.

The board of directors can also help buffer the housing trust fund process from politics when controversial decisions – such as constructing new high-density multifamily projects in established lower-density neighborhoods – are made. Representation on the board of directors can range from interagency coordinating bodies, with staff from different agencies, to a broad membership of housing advocates, low-income individuals, service providers, bankers, realtors, apartment owners, developers, and others. Not all participating jurisdictions need representation on the board either. In the VCHT, for example, only five seats of the 12 participating jurisdictions are reserved for government representation. Regardless of affiliation, members in the board of directors should all have experience with low-income housing or homelessness. The executive director of the trust should also sit on the board.

While the voices that comprise the board of directors should be varied and diverse, they should be condensed into a relatively small group to ensure efficient communication and collaboration. Boards are best kept relatively small to allow representation without compromising the operational efficiency of oversight. Decisions should be made by majority vote, not unanimous consensus.

# HOUSING TRUST FUNDING SOURCES AND OPERATING COSTS

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## FUNDING SOURCES

Some of the most common forms of revenue sources for housing trusts in California include dedicated fees (such as commercial linkage fees or housing impact fees) implemented by jurisdictions to support the development of housing, redevelopment tax increment set-aside funds, discretionary local revenues, grant and charitable contribution funds, loan repayments and commercial development loans, and State-funded local housing trust funds. Common housing trust fund revenue source types and examples of each are listed below:

- **State and federal grants**, such as the California Permanent Local Housing Allocation and National Housing Trust Fund Program
- **Bonds**, such as general obligation and revenue bonds
- Tax increment funds and taxes, such as real estate tax increments, real estate transfer taxes, and transient occupancy taxes
- **Fees**, such as development impact, commercial linkage, document recording, business license, and inclusionary zoning in-lieu fees
- **Revolving loan funds**, which are revenue replenishing programs housing trusts can administer
- **Private sources**, such as donations and community benefit agreements

Trusts should have diversified revenue sources that include dedicated funds, such as inclusionary housing program fees or a portion of a transient occupancy tax (TOT), so that the trust does not have to compete with other priorities during annual budget reviews of local governments or charitable organizations, allowing the trust to plan for long-term housing investments and minimize funding uncertainty. Appendix B includes a description and additional information on a variety of housing trust funding mechanisms.

## HOUSING TRUST FUND OPERATING COSTS

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### TRUST ESTABLISHMENT COSTS

Many successful housing trust administrators report that the majority of housing trust start-up investments funded administrative costs. The County of Ventura Housing Trust Fund (CVHTF), for example, reported that approximately 90 percent of funds were allocated to administrative costs in its first few years of operation, prior to rolling out any programming. This is because housing trust start-ups often require significant personnel time to set up collection systems; layer seed funding; and solicit public, nonprofit, and private agencies for seed funding. Over time, CVHTF's administrative costs have decreased overall and revenues have increased. In 2019, administrative costs accounted for 77 percent of CVHTF's expenses, or 51 percent of all annual income received. Start-up time frames for other housing trusts are discussed in Appendix A.

For San Mateo's HEART, the County of San Mateo provided seed grant money from its General Fund. During the first few years of operation, over 85 percent of funds were allocated to administrative costs, primarily for general trust management and set-up. Most of the grant funding and private contributions in the subsequent few years went towards start-up costs. In 2015, the Chico-based North Valley Housing Trust (NVHT) received a three-year commitment of \$40,000 per year as start-up funds from the City of Chico. In 2020, NVHT was able to leverage local contributions with matching funds from locally-contributed PLHA funds, State matching funds, and several grants to initiate NVHT's revolving loan fund. NVHT no longer receives funds from the City of Chico and all matching fund sources since their start-up have changed. This evolution of funding sources is common for housing trusts given ongoing changes to eligibility requirements and depletion of available grants.

### ONGOING ADMINISTRATIVE COSTS

The organization authorized to administer a housing trust fund on behalf of a local jurisdiction must be clearly designated in an ordinance or resolution and identified in the trust's administrative guidelines. Administration includes holding, investing, and managing the fund account, with administrative costs typically covered by a percentage of the fees collected for the fund itself. Most regional and local jurisdictions cap administrative costs at 10 percent of the fund to maximize the creation of housing. Other external sources of administrative funding could include other public agency programs, interest earned by the fund, or fees charged for applications or other services provided by the trust fund.

A 2011 study performed by the Washington State Department of Commerce, titled the “Affordable Housing Cost Study,” found that developing housing trust fund-expertise with in-house staff, as opposed to contracting with various outside parties for different housing trust activities, allows for more informed analysis of proposed and ongoing housing activities. Experienced staff insights into potential risks and opportunities that could alter costs incurred from trust fund activities help reduce uncertainty and minimize unnecessary expenditures. Consolidating resources to employ in-house trust fund staff effectively minimizes administration and project-level costs. For a SBCOG administered housing trust, participating member jurisdictions would authorize management of their dedicated revenue sources to SBCOG.

## EXISTING HOUSING TRUST ADMINISTRATIVE STAFFING MODELS

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With 1.5 full-time staff members, Ventura County’s CVHTF provides a good model for a relatively small trust. Since receipt of seed funding in 2006, CVHTF took about seven years to raise enough funding through the 2008 Housing Recession to initiate a revolving loan fund in 2013. As of 2019, operating/personnel costs account for 77 percent of their yearly expenses of approximately \$298,000. The remaining expenses cover costs of loan servicing, developing a new housing land trust, fundraising efforts, and overseeing the loan program.

In comparison, the Chico-based NVHT was founded in 2015 and has only one employee working 0.75 time. This trust is relatively small due to its rural location in Butte County where there are very few large corporations, limiting access to the types of corporate donations that are more readily available in cities and economic hubs. NVHT is currently only making its second loan, with about \$40,000 in annual administrative costs comprising 8 percent of the organization’s annual operating budget of \$500,000. The funds used for housing programs are separate from the operating budget and are expected to reach \$2 million through grants and State matching funds this year. These funds are separated because some grants and donations restrict eligible activities.

San Mateo’s HEART has two full-time staff and an annual operating budget of about \$500,000. HEART has avoided increasing staff to keep operating costs low and preserve the low interest rates of its loans, keeping them competitive. Loan underwriting and bookkeeping are both performed several times per year by consultants because HEART has found that intermittent contracting, rather than hiring more in-house staff, has reduced operating costs. HEART also partners with the County to receive legal services and occasional help with underwriting.

## ADMINISTRATIVE COST MINIMIZATION STRATEGIES

Compared to local trusts, regional housing trusts are better able to minimize costs by capturing economies of scale through consolidated administrative and operations expenses. SBCOG has extensive practice in fostering cost savings through collaborative planning. Existing housing trust fund administrators interviewed for this paper recommended such consolidation to minimize resource expenditure, capitalize on shared information, and better leverage funds for housing throughout the region. In addition, existing trust administrators cite the benefits of relieving local governments of the administration and management of some affordable housing work, which has been difficult to manage internally since the dissolution of redevelopment agencies in 2012.

Other housing trusts reduce costs by sharing office space with other agencies or operating within larger agencies to minimize overhead. Existing trusts also reported retaining services, such as bookkeeping and website creation, at low or no cost through partnerships with participating local jurisdictions or regional public agencies. Small nonprofits recommend forgoing annual fundraising events, which are common sources of revenue for more established trusts, due to the large energy and time demands. These trusts reported that directly asking potential donors for money without hosting an event has been an effective alternative fund raiser without the added cost.

# HOUSING TRUST PROJECTS AND PROGRAMMING

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Housing trust activities are those implementation actions which the trust fulfills through the expenditure of funds. Housing trust programs are those steps that carry out the overarching goals of a housing trust to assist in the implementation of activities. Programs of a housing trust often act as an investment strategy, creating additional funding streams for the implementation of housing trust activities.

## HOUSING TRUST ACTIVITY TYPES

A housing trust fund must specify what types of projects and programs (which may be restricted by funding sources) will be funded by the trust in its Administrative Plan. The following types of activities are common among housing trusts and could be appropriate in the SBCOG region. Specific housing trust programs to fulfill these activities are discussed in the following section.

- **New construction of affordable housing.** Housing trusts may provide funding for the development of affordable housing, including affordable housing for households with disabled and/ or elderly members, restricted to long-term or indefinite affordability terms. This is often administered through a revolving loan fund, discussed in the Housing Trust Programs section below.
- **Preservation or rehabilitation of existing affordable housing.** Housing trust funds can support the preservation or rehabilitation of existing multi-family housing and single-family housing, which is often a lower-cost alternative to new construction. Preservation and rehabilitation of existing affordable housing units reduces displacement of low-income residents, thereby preserving existing low-income neighborhoods.
- **Land acquisition for development of affordable housing.** Housing trusts can also provide financing for the acquisition of available, buildable land. High land prices can be a significant barrier to housing development in California and relieving affordable housing developers of this steep cost burden can help bridge this crucial gap.
- **Establishment of transitional, supportive, or permanent homeless housing.** Funds from housing trusts can be used for the development and ongoing operation of transitional, supportive, and permanent housing and accompanying supportive services for individuals experiencing homelessness both acutely and chronically. Housing trusts may offer funds to build the capacity of local nonprofits to help maintain or grow their in-house supportive services for individuals and families experiencing homelessness. Funds could also be



directed towards local governments' homeless programs, augmenting existing services or addressing unmet needs of the population experiencing homelessness.

- **Predevelopment activities.** Housing trusts may consider providing cash flow to affordable housing developers, often through low-interest loans, to fund predevelopment costs. These costs can include preliminary land surveys, architectural designs, permitting costs including associated infrastructure or development impact fees, financing fees, and other up-front cost barriers to affordable housing development.
- **Down payment assistance for developers or eligible, first-time homebuyers.** Housing trust funds can provide down payment assistance for both developers and first-time homebuyers. Low-interest down payment assistance to affordable housing developers can help reduce the debt incurred by the development, and make the initial planning work for affordable housing financially viable. For first time homebuyers, down payment assistance provided through small loans can help moderate income families become homeowners when they lack the resources to obtain mortgage financing through traditional bank loans.
- **Support for community land trusts.** Housing trusts can provide financing for the acquisition of land, housing rehabilitation, or affordable housing construction to support community land trusts. Community land trusts are typically run by non-profits where affordable housing units are owned by the residents, but the land is owned by the non-profit, maintaining affordability.

## HOUSING TRUST PROGRAMS

A housing trust can carry out its goals and intended activities through a variety of programs. Some programs that might be effective in other states may not be feasible in California given existing State law, so this paper focuses on viable and popular options in California. The most common program for California housing trusts, discussed below, is a revolving loan fund, which can include a first-time homebuyer component. Less common approaches include: forming a housing land trust, or issuing low-risk, low-return loans from private organizations via community impact notes (CINs), which serve as the intermediary for affordable housing developers to receive low-rate development loans from banks under the Community Reinvestment Act (CRA). These programs are discussed in further detail below.



## REVOLVING LOAN FUND

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Existing housing trusts report that low-interest construction loans and gap financing, or “bridge”, loans are the most feasible options for establishing a revolving loan fund due to their shorter term limits and smaller lending needs compared to acquisition or predevelopment loans. In contrast, acquisition and predevelopment loans inherently carry more risk, so housing trust revolving loan funds should avoid these until developing greater lending capabilities after years of growth. To minimize risk, successful housing trust administrators also recommend only working with experienced affordable housing developers because of the complex structure of fund layering to break even on affordable housing development. Considerable seed funding is needed to establish a revolving loan fund and, due to various regulations and restrictions, not all funding sources can be used for revolving loan funds.

### FIRST-TIME HOMEBUYER REVOLVING LOAN FUNDS

Revolving loan funds can be structured as first-time homebuyer programs, which can be effective in communities with higher rates of homeownership units and single-family units. However, some housing trust administrators note that the long terms on these loans can be draining to any revolving loan fund and do not provide housing opportunities for as many people as other types of revolving loan funds.

## COMMUNITY REINVESTMENT ACT LOANS

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The Community Reinvestment Act (CRA) was created to encourage deposit institutions (including most banks but excluding credit unions) to extend credit to low-income communities, by requiring investment in specified community development activities, which includes support of affordable housing development in the community. Instead of specifying criteria for evaluating the performance of financial institutions, the law directs that the evaluation process should accommodate the situation and context of each individual institution. While there are no minimum or maximum requirements for funding, banks are required to commit dollars to the community through eligible activities. Qualifying banks can receive CRA credit by supporting “CRA qualified” community development activities including loans to borrowers for affordable housing rehabilitation and construction or investments directly to housing trusts.

The CRA establishes the level of community development activity investment required for banks based on size (small, intermediate, and large). Small local branches have limited budgets and typically make nominal contributions to community activities. Larger investment dollars in community development, which would better benefit a housing trust, generally originate from the bank's corporate office or regional headquarters. Some banks are not actively aware of CRA requirements or the scope of investment opportunities available to them, such as investment in affordable housing. Advocating for the CRA to meet local needs in recent years has resulted in more than \$50 billion newly invested into California communities. Agreements negotiated with communities and community members can result in commitments of between 10 and 20 percent of California deposits to be reinvested in local communities.

In San Bernardino County, SBCOG could collaborate with jurisdictions, especially those with larger minority populations and low-income communities, to advocate for commercial development loans or support for affordable housing from banks operating locally. Banks will not lend to inexperienced housing trusts, so CRA funding is not a viable seed funding option. New housing trusts must first gain experience administering a housing trust fund to develop a record of success before being considered for CRA funding. Additionally, CRA funds are not eligible for State matching funds, so these would be obtained without intention of additional leveraging from the State. However, these funds are an effective strategy to harness revenue from other economic sectors to address the housing crisis, which existing housing trust administrators recognize is an important strategy to addressing the housing crisis.

## COMMUNITY IMPACT NOTES

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A promissory note is a written promise to pay another party a definite sum of money by a specified future date with no secured collateral. The promissory note investor purchases the note as a secured debt to become a lender under specified terms for the note's principal, interest rate, and maturity date. These types of loans are neither government-insured nor guaranteed. A nonprofit can issue promissory notes, or Community Impact Notes (CINs) in the context of a housing trust. The nonprofit housing trust must be certified as a Community Development Financial Institution (CDFI) by the US Department of Treasury CDFI Fund for administration of loans to private entities.<sup>10</sup> The housing trust's ability to repay the CINs would be dependent upon the economic success of its lending activities.

<sup>10</sup> Housing Trust Silicon Valley, 2017, Community Impact Notes Offering Memorandum, <https://housingtrustsiliconvalle.app.box.com/s/ccjdb8qg390alolpdziin0ix1iv0xnj3>, accessed April 3, 2020.

The trust can use the proceeds of CINs to fund housing development. Housing trusts can establish a CIN template to give private companies or agencies the ability to invest in the trust's loan fund. CIN loan funds often have a fixed return but are attractive to some investors because they provide an opportunity to be part of a workforce housing solution, increasing housing opportunities for low- and moderate-income households. Terms for CIN programs vary, but often range from 1 to 10 years with no fees. For example, the SVHT acts as the issuer of CINs to fund its activities; these CINs have maturity rates at 5 years or 10 years, with 1.5 percent and 2.0 percent interest rates, respectively. Like any loan, there are risks and uncertainties associated with lending.

## LAND ACQUISITION FOR HOUSING LAND TRUST

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Obtaining land to be held in a perpetual trust ensures readily available for low-income and/or supportive housing development. Housing prices in the region are high, in part, due to the high cost of land. Factoring out the cost of land through public land acquisition would make homes more affordable and attainable for residents of San Bernardino County, including those looking to move to the region for employment. The trust would work with local jurisdictions, school districts, and transit agencies to identify their vacant, underutilized lots for donation to the trust. This trust could also accept monetary and land donations from private sources. Monetary donations would go towards the trust's acquisition of land for affordable housing.

## ESTABLISH A SBCOG-ADMINISTERED REGIONAL HOUSING TRUST

A housing trust has the potential to significantly enhance San Bernardino County's housing landscape. A trust would be most effective structured as a regional body to avoid unnecessary strain on the limited resources of local jurisdictions while leveraging the region's collaborative strengths. SBCOG's existing staffing infrastructure is skilled in all requisite administrative areas including executive leadership, financial accounting, and administration. The agency has operated as a regional body, previously known as San Bernardino Associated Governments, governed by a joint powers agreement since 1973 and has a track record of achieving meaningful results through programs such as the administration of Measure I funding.

While SBCOG has minimal experience with regional housing programs, their role as a regional transportation agency strategically positions them as an optimal organization to administer a housing trust on behalf of interested jurisdictions in San Bernardino County. Through the San Bernardino County Transportation Authority, SBCOG is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. SBCOG successfully leverages regional, state, and federal partnerships to improve the transportation network system in the region. Through regional transportation planning and implementation, SBCOG promotes smart growth practices that link transportation and land use planning. Traditional measures of housing affordability do not consider transportation costs, however SBCOG recognizes that transportation costs are largely a function of the location of housing in the regional context. Regional transportation strategies must consider regional land use and housing strategies to ensure balanced communities.

The following recommendations are intended to guide establishment of a SBCOG-administered housing trust fund using best practices identified for meeting the SBCOG region's housing financing needs.

## ADMINISTRATION AND OPERATION

### ORGANIZATIONAL MODEL

Establishing a regional housing trust as a dual JPA/nonprofit will provide SBCOG and member jurisdictions with the greatest opportunity to achieve economies of scale and access to the widest variety of revenue streams possible. By simultaneously acting as a nonprofit and a JPA, the housing trust fund would maximize flexibility to obtain and leverage funds, with access to sources available

to both nonprofit and JPA models, including State matching funds. Nonprofits tend to be more flexible in how they can operate and what funding sources they can accept from donors, especially in the private sector. A nonprofit entity will diversify and more creatively leverage funding sources across jurisdictions, introducing funding streams into the trust than could fund operation alone. JPA-administered housing trusts ensure reliable government support, are better able to pool resources, and provide greater flexibility to pursue and leverage funds, similar to nonprofits.

SBCOG could establish a new nonprofit to create a hybrid trust model. Similarly, SBCOG's membership could approve a revision to the existing joint powers agreement or establish a separate JPA for the housing trust. Establishing a separate JPA would be the best solution if some member jurisdictions opt not to participate in the trust. The JPA agreement to initiate the trust, would need to incorporate the following conditions:

- All JPA member jurisdictions are in compliance with State Housing Element law and therefore eligible for federal and State funding.
- All JPA member jurisdictions agree to be part of the housing trust through adoption of a local ordinance.

SBCOG will be the agency responsible for administering and overseeing the regional housing trust in representation of all interested member jurisdictions. SBCOG will also adopt a resolution requiring interested member jurisdictions to take formal action to join the regional housing trust, disclosing eligibility to receive State matching funds through compliance with current State housing law. Each eligible member jurisdiction will elect to participate in the housing trust fund through adoption of an ordinance. Member jurisdictions not explicitly electing to participate in the trust and devote revenue to the housing trust fund would not be eligible to receive funds or resources from the trust.

## REVENUE ALLOCATIONS

The SBCOG-administered trust should maintain as much flexibility with the application of its funding resources as possible. This includes avoiding the enactment of any internal mechanisms that devote funds proportionally to participating jurisdictions based on the location of revenue collection within the region. Multiple successful housing trust administrators report that siloed funds from each participating jurisdiction reduce the trust's ability to leverage these funds to their greatest potential. Furthermore, many jurisdictions have regulatory, political, or economic barriers to implementing housing projects, despite having the political will for affordable housing

development and financial investment in the trust. For example, if City A were to invest \$80,000 into the housing trust fund with the stipulation that the money must be reinvested in City A, but City A's zoning requirements discourage developers from affordable housing projects, then that \$80,000 would sit unused in the housing trust fund. In the meantime, a housing project in City B would use other housing trust funds to develop a \$1.5 million project. If City A instead invested that money with no stipulations, the housing trust fund could leverage that money to increase donations to the project in City B threefold, increasing the project size and resources provided in the original \$1.5 million project to add an additional \$240,000 in value.

Like transportation and environmental quality, housing supply and affordability is a regional issue. A regional approach to affordable housing can assist in combating income and racial segregation, by increasing opportunities for lower-income households to pursue housing choice across a variety of communities. San Bernardino County is a diverse region where in 2020 64% of the population is non-White or of more than one race and no communities throughout the region consist of a majority White population. Further, San Bernardino's 2021 area median household income of \$77,500 is low, when compared to the state, with an area median income of \$90,100 in the same year. A regional strategy for addressing the housing needs of lower-income households could create new opportunities for upward mobility in an already diverse County where incomes are lower.

While some jurisdictions may initially oppose the practice of investing in the housing trust without a guaranteed return on investment within their jurisdictional boundaries, the benefits far exceed the drawbacks. State-compliant Housing Elements must provide adequate sites with appropriate zoning for housing development in each income category. Currently, there is not a requirement that jurisdictions have to achieve buildout of their RHNA requirements once planned for in the Housing Element. Therefore, investing in the housing trust for the creation of housing within the jurisdiction's boundaries does not divert resources away from other necessary investments that would preclude their ability to remain State-compliant. On the contrary, jurisdictional investment in affordable housing trusts is highly praised by HCD. Other housing trusts report that participation in their housing trust assists cities with meeting Housing Element requirements and helps them obtain credits for the creation of affordable housing.

Jurisdictions that elect to participate should commit to allocating revenue annually to the housing trust fund for the first five to ten years, granting resources relative to their jurisdiction's size, number of jobs, and projected growth rate. The SBCOG housing trust JPA should enact a



formula based on those factors to determine annual allocation requirements. While individual contributions may vary annually based on the number of participating jurisdictions, the total allocations should meet a minimum threshold of \$230,000 annually to support housing trust fund activities.<sup>11</sup> This amount will allow the housing trust to perform administrative activities and pursue State matching funds, which will then provide funding for other identified housing activities. Ensuring adequate funding through the establishment of the housing trust will provide the trust with leverage for acquiring additional funding, resulting in a housing trust that will yield clear results through the implementation of activities. The trust should not guarantee that a member jurisdiction's allocation will be directly reinvested in their community. However, when housing programs or projects come up in that jurisdiction, the housing trust should direct the jurisdiction's investments into that project to the maximum extent feasible.

## OVERSIGHT AND STAFF

The housing trust should have a Board of Directors to oversee the allocation of funds. The Board should consist of jurisdiction representatives, both elected officials and staff, as well as at-large representatives from the private sector. Both the CVHTF and San Mateo County's HEART operate with large 19-member Boards of Directors. When CVHTF first began, city representation came from elected officials but was switched to City staff representation after the first few years to remove political motivations and utilize city staff's in-house expertise. CVHTF also recommends keeping the size of the Board of Directors smaller for better communication and coordination of priorities across the region.

Staffing should be provided via a new department within SBCOG. SBCOG comprises SBCOG and the San Bernardino County Transportation Authority (SBCTA) and through SBCOG's collective collaboration on regional efforts, this approach will leverage the agency's in-house staff expertise and existing connections to resources in the region.

## REVENUE SOURCES

SBCOG should consider all of the revenue sources discussed in the Housing Trust Funding Sources section, however based on an initial analysis, the following one-time and ongoing sources are identified as potentially being the most appropriate to pursue in the context of the SBCOG region and should be considered first. For more information on each revenue source, refer to Appendix B.

<sup>11</sup> \$230,000 was the minimum total threshold requirement in 2019 for San Mateo's HEART, which is the only other JPA/non-profit model in California. Only JPAs can set minimum requirements for participating member jurisdictions, although Ventura County's CVHTF received at least \$50,000 from all member jurisdictions electing to participate in the housing trust in 2019.



## STATE AND FEDERAL GRANTS

### PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM

The new PLHA Program offers consistent funding to local jurisdictions for affordable housing construction and supportive services. Although the annual allocations will vary, the 2019 allocation is broken down by jurisdiction in Appendix B. While local allocations may not be sufficient to close a housing project funding gap when kept within the local jurisdiction, they can be delegated to a regional housing trust and leveraged with other local PLHA or other funds to be an effective short- or long-term source of funding.

- Funding Stage: Both start-up and ongoing.
- Eligible Activities: PLHA supports a variety of activities including affordable housing construction, affordable ADU construction, and homelessness services.
- Administration Limitations: A local government sharing the funds with a housing trust can use no more than 5 percent of the allocation for administrative costs for activities for which the allocation was made. However, staff and overhead costs related to carrying out the activity costs are not subject to the cap on administrative costs.
- Housing Trust Type Currently Eligible: city or county.

### STATE-MATCHING LOCAL HOUSING TRUST FUND

As described in Appendix B, the State-Matching Local Housing Trust Fund (LHTF) is a competitive grant process, but it awards large matching grants. HCD releases NOFAs periodically and a portion of program funds is set aside each year as matching funds for the first year of operation for new housing trusts. SBCOG should pursue both initial and annual funds.

SBCOG should note all State-matching funds require that housing developers use prevailing wage, limiting the activities that the grant can fund upon award.

- Funding Stage: Both start-up and ongoing.
- Eligible Activities: Loans for acquisition, predevelopment expenses, development of affordable rental housing projects, transitional housing projects, emergency shelters and homeownership projects, including down payment assistance to qualified first-time homebuyers, and for rehabilitation of homes owned by income-eligible homeowners. No more than 20 percent of each allocation may assist moderate-income households, and at least 30 percent of each allocation is required to assist extremely low-income households.

- Administration Limitations: Administrative expenses are limited to five percent of the grant.
- Housing Trust Type Currently Eligible: Nonprofit, city or county.

### NATIONAL HOUSING TRUST FUND PROGRAM (NHTF)

The National Housing Trust Fund (NHTF) serves as the primary source of federal funding for housing trusts and is administered by HCD. At least 80 percent of each annual grant must fund rental housing, and up to 10 percent can fund homeownership housing. The SBCOG housing trust should review the notice of funding availability (or NOFA) annually to confirm eligibility and alignment with its priorities to determine whether SBCOG should apply for funds.

- Funding Stage: Start-up and ongoing.
- Eligible Activities: Real property acquisition, site improvements and development hard costs, related soft costs, demolition, financing costs, operating cost assistance for rental housing (up to 30 percent of each grant), administrative and planning costs (up to 10 percent of each grant)
- Administration Limitations: Administrative expenses are limited to 10 percent of the grant.
- Housing Trust Type Currently Eligible: trusts, partnerships, limited partnerships, local public entities, corporations, limited liability corporations.

## TAX INCREMENT FUND FUNDS AND TAXES

### TRANSIENT OCCUPANCY TAX (TOT)

While most local jurisdictions in San Bernardino County already levy a TOT, many local regulations currently exclude short-term rentals (such as Airbnb and VRBO) from the definition of a transient occupancy facility. Upon establishment of a trust, participating members of a housing trust should evaluate their definition of transient occupancy facilities to determine if short-term vacation rental units are included. The inclusion of short-term vacation rentals in the definition of transient occupancy facilities can act as a source of additional funds for jurisdictions with an existing TOT. Participating members without TOTs, should consider the establishment of new TOTs on short-term vacation rentals. The incoming revenues would be placed in the member jurisdiction's general fund and then transferred annually to the SBCOG-administered housing trust fund.

- Funding Stage: Ongoing.
- Eligible Activities: Activities compliant with the established nexus between transient occupancy facilities and the associated loss of affordable housing in the community.
- Administration Limitations: Language in the jurisdictions' municipal codes would be

examined to ensure there are no restrictions prohibiting support of administration activities or activities outside the local jurisdiction's limits.

- Housing Trust Type Currently Eligible: Nonprofit, JPA, city or county.

### INCLUSIONARY ZONING IN-LIEU FEES

Inclusionary housing ordinances can create new affordable homes without needing new government funding. Inclusionary requirements ensure that every community provides homes affordable to a range of income levels. By providing affordable housing options, a community's labor force such as hospital workers, retail clerks, and childcare workers can afford to live in the communities they serve. Cities and counties are authorized by the state to adopt an inclusionary housing ordinance for the creation of affordable housing.

Participating housing trust members can consider the allocation of in-lieu fees to the trust fund. Cities would want to first consider how in-lieu fees are being utilized. The dedication of in-lieu fees into the housing trust could free up staff time with the administration of such fees and could result in the expenditure of fees for on-the-ground implementation of housing trust activities. SBCOG could provide support to member jurisdictions to provide guidance on the feasibility of implementing new local inclusionary ordinances. SBCOG should provide additional support to member jurisdictions interested in establishing a housing trust fund if the jurisdiction agrees to direct a portion of in-lieu fees to the housing trust fund.

- Funding Stage: Ongoing.
- Eligible Activities: Development of affordable housing, conditional upon the contributing jurisdiction's regulations stipulating that the in-lieu fees be directed to community-specific housing projects.
- Administration Limitations: SBCOG would not be able to easily leverage funds from an inclusionary ordinance in the jurisdiction's regulations stipulate that the in-lieu fees be directed to community-specific housing projects. Language in the jurisdictions' inclusionary ordinances and municipal codes would be examined to ensure there are no restrictions prohibiting support of administration activities or activities outside the local jurisdiction's limits.
- Housing Trust Type Currently Eligible: Nonprofit, JPA, city or county.

## PRIVATE SOURCES

### COMMUNITY BENEFIT AGREEMENTS

Community Benefit Agreements (CBAs) would help SBCOG leverage developer commitments to fund housing trust activities. In exchange for widespread public support from a community group(s) for the development project, SBCOG should collaborate with member jurisdictions to engage medical centers, large-scale developers, schools and the military as they develop plans to expand.

- Funding Stage: Initial and ongoing.
- Eligible Activities: Assist the development and preservation of affordable housing.
- Administration Limitations: None. CBAs are negotiated on a case-by-case basis, so SBCOG would ensure that the agreement would not place restrictions on trust fund operation and administrative costs.
- Housing Trust Types Currently Eligible: Nonprofit, JPA, city or county.

## OTHER FUNDING SOURCES

### DISCRETIONARY LOCAL REVENUES

Participating member jurisdictions should appropriate money from their general fund to invest in the future of the housing trust in good faith, giving the new housing trust start-up costs to then pursue additional external funding. If SBCOG opts to use a nonprofit approach, the COG should ask interested member cities and/or the county to commit to general fund allocations for the next five to ten years. If SBCOG is able to use a JPA/nonprofit approach, it would include stipulations in the JPA agreement requiring that member jurisdictions allocate money from their general fund annually, based on an agreed-upon formula.

While cities could also choose to dedicate money from their existing affordable housing funds, it is recommended that SBCOG advocate more strongly for general fund allocations so that the trust brings in resources not already dedicated to housing.

- Funding Stage: Initial and ongoing.
- Eligible Activities: Assist the development and preservation of affordable housing.
- Administration Limitations: None. Existing housing trusts often use discretionary local revenues to fund administrative costs.
- Housing Trust Types Currently Eligible: Nonprofit, JPA, city or county.

## FUND ACTIVITIES

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Some housing trust activities are more effective tools for creating affordable housing than others, as discussed in the Housing Trust Projects and Programming section. Housing trust administrators interviewed for this report generally recommended prioritizing specific activity/program types to maximize affordable housing development and shared best practices for each, discussed in Appendix A. Paired with a preliminary assessment of various revenue stream restrictions and barriers to housing in the SBCOG region, the following three programs would likely be appropriate for a SBCOG-administered housing trust and should be strongly considered.

### REVOLVING LOAN FUND

Successful housing trusts report that the most impactful way to encourage affordable housing consistently is through loans to developers. Once seed funding is obtained, SBCOG would use that money to provide reduced rate loans to affordable housing developers. Repayments from these developers over time would establish a revolving loan fund and ongoing revenue source for the trust. To start, SBCOG should provide construction loans and bridge loans to seasoned, low-risk developers because they are short-term loans with limited uncertainty. This strategy will ensure that money comes back into the revolving loan fund in a shorter time frame with less risk associated with the loan, allowing the trust to provide units more quickly than loans committed to a first time homebuyer program (which typically provide larger loans from 15 to 30 years to fewer households). SBCOG should also avoid administering pre-construction and acquisition loans during the first few years of a revolving loan fund because they carry higher risk and require larger commitments.

### COMMUNITY REINVESTMENT ACT LOANS

Money from community reinvestment act loans can fund the development of affordable housing, with the SBCOG-administered housing trust acting as the intermediary between affordable housing developers and banks. Since corporate offices or regional headquarters for banks typically have larger budgets to invest in the community, SBCOG should reach out to mid-sized and big banks in the region to solicit investment in the housing trust once the trust has been in operation for a few years. SBCOG would seek out banks with headquarters in San Bernardino County, such as Banner Bank, First Foundation Bank, and Desert Community Bank, to donate money to the housing trust fund to meet their CRA requirements. SBCOG should also seek CRA contributions from local branches in participating member jurisdictions without any mid-sized or large-scale

banks. While these small sized branches often donate money to local events or parades, SBCOG and partnering local government staff should implore them to shift contributions to the housing trust fund.

CRA funds are ineligible to receive State matching funds, so dollars contributed from CRA to the SBCOG-administered trust will be less impactful than other sources. In addition, this money cannot be used as seed funding because banks will not typically lend to inexperienced housing trusts, but they can help augment trust fund activities in the long-term. As with all other funds, the Administrative Plan for the housing trust would encourage SBCOG to direct funds obtained from different communities back into those communities when feasible, rather than diverting them to finance other communities' housing activities.

## COMMUNITY IMPACT NOTES

A SBCOG-administered trust should become certified as a CDFI to administer low-interest loans to private investors to bring private sector dollars into the affordable housing market, as discussed in the Housing Trusts Project and Programming section. SBCOG's housing trust would establish a Community Impact Note (CIN) template to set up terms for loans to private agencies or companies. It is recommended that the terms of loans range from one to 10 years to keep housing trust payment commitments relatively short-term. The template should also provide multiple short-term loan options, such as a five year loan template and a ten year loan template, to provide potential investors with more flexibility in the investment opportunity. SBCOG's CINs should have no fees to increase their benefits for lenders, given that the loans have low rates of return.

## HOUSING TRUST IMPLEMENTATION

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### TRUST ESTABLISHMENT

Steps to establish a housing trust using a JPA/nonprofit organizational model include the following:

#### **1. Identify Participating Jurisdictions**

SBCOG would solicit interest from member jurisdictions in establishing a housing trust fund and then work with those interested member jurisdictions to move through the steps below.

#### **2. Joint Powers Agreement**

Because SBCOG currently operates as a JPA, it could move forward with either of the below approaches, contingent upon interest from SBCOG member jurisdictions:



- a. Amend the existing joint powers agreement to become a housing trust if all member jurisdictions are interested in participating in the housing trust. The modified joint powers agreement would authorize administration of a SBCOG housing trust through an Administrative Plan.
- b. Establish a new, separate JPA with interested member jurisdictions.

While both options presented above are viable, it is likely that not every SBCOG member jurisdiction will want to participate in the housing trust and that it would therefore be cleaner to establish a new JPA, so it is recommended that SBCOG pursue the latter option. It is assumed that a new JPA will be formed for the following steps of trust establishment. However, if all member jurisdictions agree to participate, then the former option above is recommended and the subsequent steps of trust establishment remain relatively unchanged. The trust should establish a minimum threshold for membership at four jurisdictions.

### **3. Identify Housing Need**

SBCOG and participating member jurisdictions would collaborate to determine housing needs for localized areas and the region. These needs would inform the activities allowed and prioritized in the Administrative Plan drafted in later steps and would inform campaign goals and messaging. This process should be integrated with the regional housing needs allocation (RHNA) and preparation and implementation of local housing elements to the extent possible, both taking cues from and informing these other planning documents.

### **4. Campaign**

Interviews with administrators of successful housing trusts in California indicate that the greatest predictor for housing trust success is strong support from local government, elected leaders, and the business community. The campaign for a housing trust should demonstrate need for additional housing support and resources in San Bernardino County. The messaging to these groups should be clear about the need the trust will address and potential impacts from the trust, some of which are demonstrated through examples offered in this paper. Soliciting support from local activists and political leaders can help push the campaign without delving the housing trust into the political fray. Strong support from the local community will bring revenue into the project early and help establish a strong foundation to build the trust to great heights.

SBCOG and participating member jurisdictions would enact a campaign to generate community



interest and support for the new housing trust fund. More details about the campaign are in the following section.

- a. SBCOG would provide interested jurisdictions with messaging and information about the benefits of housing trusts to bring to their local elected officials, political activists, and nonprofits.
- b. This campaign for the trust would be an ongoing activity through each step of trust set-up.

## **5. Enact Intent to Establish Trust**

SBCOG would pass an initial ordinance authorizing its establishment of the regional housing trust fund conditional upon:

- a. SBCOG drafting an Administrative Plan for agreement by all participating member jurisdictions.
- b. Participating member jurisdictions taking formal action to join the regional housing trust (e.g. by passing an ordinance).

## **6. Administrative Plan**

SBCOG would draft an Administrative Plan for the fund. This plan would be reviewed by all participating jurisdictions, and SBCOG would allow at least one round of comments by each jurisdiction. The Administrative Plan would include the following components:

- a. Defining the purpose and structure of the housing trust.
- b. Assigning participating members' authorities.
- c. Stipulating member authorities' annual contribution requirements using a formula based on the member jurisdictions' population, jobs, and projected growth.
- d. Outlining SBCOG'S administrative duties and responsibilities. This would include identification of existing staff or formation of a new department.
- e. Creating a Board of Directors to manage initial and ongoing housing trust fund activities and goals. This would include details about board governance, meeting protocols, and administration and oversight.
- f. Establishing a housing trust funds account and a sub-account specifically for administrative purposes.
- g. Enacting annual reporting procedures for SBCOG to maintain records and publish efforts for member jurisdictions to review.
- h. Establish procedures to allow member jurisdictions to enter or leave the trust in the future. Procedures should require the leaving jurisdiction provide written notice of exit six months prior to start of new financial year and stipulate that the city/county will assume responsibility for administrative fees for managing existing projects in its jurisdiction.

## 7. Adopt New JPA

Upon completion of the Administrative Plan, SBCOG would adopt a new JPA in partnership with all interested jurisdictions to officially enact the housing trust. This JPA would establish a new public entity separate from the parties to the agreement, providing the common power as described in the agreement.

- a. The JPA would incorporate language from the Administrative Plan into the official agreement.
- b. The JPA must state the trust's application for 501(c)(3) tax-exempt status with the Internal Revenue Service (IRS) is completed or pending and specify that the trust has a charitable purpose, which is to develop funds for affordable housing.

## 8. Jurisdiction Resolutions

Interested jurisdictions would individually pass resolutions to join the regional housing trust.

- a. Participating jurisdictions would include language in their individual resolutions committing to pay membership dues annually as to be part of the JPA/nonprofit housing trust. The resolution would also contain language certifying eligibility to receive State funds through compliance with current State housing law.
- b. A designated representative from each participating jurisdiction would subsequently sign the JPA, agreeing to conditions of the JPA and Administrative Plan.
- c. At this time, the participating member jurisdiction would be required to pay membership dues to the trust.

## 9. Nonprofit Component

Given that SBCOG would likely form a new JPA to enact the housing trust, SBCOG could also form an accompanying nonprofit to administer the trust using the dual JPA/nonprofit organizational model. SBCOG could work with an established non-profit that is experienced in accepting large donations to enter into an agreement for a partnership. SBCOG could also apply for the housing trust's 501(c)(3) tax-exempt status with the Internal Revenue Service (IRS). General filing instructions are as follows:

- a. Draft and file the articles of incorporation. This would include the organization's name, specify its use for charitable purposes by developing funds for affordable housing, identify an agent for service of process, and list any limitations on corporate powers. If the Board of Directors is named in the articles of incorporation, then these articles would be signed by the board.

- b. Appoint the Board of Directors, if not named in the articles of incorporation.
- c. Attach the trust's bylaws, which is the joint powers agreement for the housing trust and draft a conflict of interest policy.
- d. Provide proof of the participating members' consent to the joint powers agreement.
- e. Obtain an employer identification number (EIN). This can be done online.
- f. File the initial registration form (Form C T-1) with the California Attorney General's registry of Charitable Trusts.
- g. File the Statement of Information (Form SI-100) with the Secretary of State.
- h. Apply for federal tax exemption with the IRS (Form 1023) and receive a letter of determination from the IRS.
- i. Apply for California tax exemption with the California Franchise Tax Board (FTB) using Form 3500A and a copy of the IRS determination letter (in step above) and receive an affirmation of exemption letter from the FTB.

A partnership with an existing non-profit that has housing trust experience may be a preferred approach.

## 10. Revenue Pursuit

Once nonprofit status has been approved, SBCOG would begin pursuit of revenue sources, operating as a dual JPA/nonprofit housing trust. This would include the following actions, not necessarily completed in this order:

- a. Collect annual membership dues from participating jurisdictions.
- b. Solicit private donations from large local corporations and businesses.
- c. Collaborate with local jurisdictions to collect their PHLA allocations to help leverage State matching funding.
- d. Apply for State matching funding, NTHF grant funding, and other grants.
- e. Follow protocol established by the US Department of Treasury to become a CDFI. Once registered as a CDFI, draft a CIN template to offer low-interest loans to private entities.
- f. Partner with participating jurisdictions to negotiate CBAs with developers for allocation of funds to the housing trust.
- g. Provide continual support for cities attempting to impose TOT fees or inclusionary zoning requirements for allocation of those funds to the housing trust fund.

## 11. Transition to Ongoing Implementation

SBCOG would manage the resulting income sources and allocate them toward programs meeting established priorities. Growth would be managed over time and the Board of Directors would steer the goals of the housing trust over the long-term.

# APPENDIX A: Existing Housing Trust Profiles

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The following table lists all housing trust funds in California cataloged by the Housing Trust Fund Project through 2020. This list is not exhaustive of all housing trust funds in the state. Of the 46 jurisdictions on this list, 14 are located in Southern California, 2 are in Central California, and the remaining 32 are located in Northern California.

JURISDICTION	HOUSING TRUST FUND	YEAR CREATED	ADMINISTERING AGENCY
Alameda County	Affordable Housing Trust Fund	2003	Housing and Community Development (public)
Anaheim	Housing Trust Fund	2005	Community Development Department (public)
Berkeley	Housing Trust Fund	1990	Housing Development (public)
Butte, Shasta, Yuba, Sutter, Tehama, Siskiyou, Glenn, Plumas, Lassen, Modoc, Trinity, and Colusa Counties	Housing Trust Fund	2015	North Valley Housing Trust (private/nonprofit)
Campbell	Housing Trust Fund	2006	Community Development Department (public)
Citrus Heights	Affordable Housing Trust Fund	2003	Housing and Grants Division (public)
Cupertino	Affordable Housing Fund	1987	Community Development Department (public)
Elk Grove	Affordable Housing Fund	2003	Planning (public)
Emeryville	Housing Trust Fund	2014	Economic Development and Housing (public)
Fremont	Affordable Housing Development Fund	2014	Housing Division (public)
Livermore	Housing Trust Fund	2005	Community Development (public)
Long Beach	Housing Trust Fund	2005	Housing Services Bureau (private/nonprofit)
Los Angeles	Affordable Housing Trust Fund	2002	Housing Department (public)
Los Angeles	Affordable Housing Impact Trust Fund	2017	Chief Administrative Officer (public)
Los Angeles: Skid Row	Affordable Housing Trust	1989	Skid Row Housing Trust (private/nonprofit)

Attachment: SB Housing Trust White Paper\_April 2022 (9218 : San Bernardino Regional Housing Trust)

JURISDICTION	HOUSING TRUST FUND	YEAR CREATED	ADMINISTERING AGENCY
Los Angeles County	Affordable Housing Trust Fund	2013	LA County Community Development Commission (public)
Mammoth Lakes	Housing Trust Fund	2003	Mammoth Lakes Housing (private/nonprofit)
Marin County	Workforce Housing Trust Fund	2004	Community Development Agency (public)
Menlo Park	Below Market Rate Housing Program	1988	Community Development (public)
Monterey, San Benito, and Santa Cruz Counties	Housing Trust Fund	2016	Monterey Bay Economic Partnership (private/nonprofit)
Morgan Hill	Senior Housing Trust Fund	Not available	Not available
Mountain View	Housing Trust Fund	Not available	Not available
Napa County	Affordable Housing Fund	1992	Napa Valley Housing Authority (public)
Oakland	Affordable Housing Trust Fund	2003	Department of Housing & Community Development (public)
Orange County	Housing Trust	2010	Orange County Housing Trust (private/nonprofit)
Orange County <sup>1</sup>	Housing Finance Trust	2019	Orange County Housing Finance Trust (JPA)
Oxnard	Affordable Rental Housing Trust Fund	2003	Housing Department (public)
Palo Alto	Affordable Housing Fund	1974	Planning and Community Development (public)
Pasadena	Housing Trust Fund	1993	Housing and Community Development Department (public)
Petaluma	Housing Fund	2003	Housing Division (public)
Sacramento	Affordable Housing Trust Fund	2020	City of Sacramento (public)
Sacramento City and County	Housing Trust Fund	1989	Housing and Redevelopment Agency (public)
San Diego	Housing Trust Fund	1990	San Diego Housing Commission (public)

<sup>1</sup> This trust is not explicitly for housing for homelessness. Given the JPA model, it is included in this list.  
Source: Housing Trust Fund Project, 2020; City of West Hollywood, 2020; Monterey Bay Economic Partnership, 2020; North Valley Housing Trust, 2020; Skid Row Housing Trust, 2020; City of Sacramento, 2020.

JURISDICTION	HOUSING TRUST FUND	YEAR CREATED	ADMINISTERING AGENCY
San Francisco City and County	Housing Trust Funds	1987; 2012	Office of Housing (public)
Alhambra, Arcadia, Azusa, Baldwin Park, Claremont, Covina Diamond Bar, Duarte, El Monte, Glendora, Irwindale, La Canada Flintridge, La Verne, Monrovia, Montebello, Pasadena, Pomona, San Gabriel, South El Monte, South Pasadena, Temple City, and West Covina	Housing Trust Fund	2020	San Gabriel Valley Regional Housing Trust
San Jose	Housing Trust Fund	2003	Department of Housing (public)
San Jose	Housing Impact Fee Fund	2014	Department of Housing (public)
San Luis Obispo County	Housing Trust Fund	2003	San Luis Obispo County Housing Trust Fund (public)
San Mateo County	Housing Endowment and Regional Trust	2003	HEART of San Mateo County (private/nonprofit)
San Mateo County	Affordable Housing Trust Fund	2013	San Mateo County Department of Housing (public)
Santa Barbara County	Housing Trust	2005	Housing Trust of Santa Barbara County (private/nonprofit)
Santa Clara County	Housing Trust Silicon Valley	1997	Housing Trust Silicon Valley (private/nonprofit)
Santa Cruz	Affordable Housing Trust Fund	2003	Housing Division (public)
Santa Monica	Citywide Housing Trust Fund	1986	Housing Division (public)
Santa Rosa	Housing Trust	2004	Economic Development and Housing (public)
Sonoma County	County Fund for Housing	2005	Department of Community Development (public)
Sunnyvale	Housing Trust Fund	Not available	City of Sunnyvale (public)
Ventura County	Housing Trust Fund	2010	Housing Opportunities Made Equal (private/nonprofit)
West Hollywood	Affordable Housing Trust Fund	1986	Rent Stabilization and Housing Division (public)



The following nine California-based housing trusts have different organizational structures, funding sources, and fund activities, but each demonstrates the ability to incite housing change despite divergent regional contexts. Some housing trusts examined below are located in Northern California due to the higher occurrence of housing trusts in Northern California and specifically housing trusts operating under the private/nonprofit model, the organization model recommended for SBCOG. The table below provides an overview of each of the housing trusts examined in this paper.

HOUSING TRUST	ANNUAL BUDGET	PROGRAMS AND ACTIVITIES
County of Ventura Housing Trust Fund	Annual budget for 2019: \$451,849 (revenue) \$297,957 (expenses)	Revolving loan fund, pro-bono consulting for affordable housing developers
Orange County Housing Trust	Annual budget for fiscal year 2019- 2020: About 5 million.	Provides gap financing for developers creating permanent supportive and affordable housing projects. They have also provided short-term residual loans in the past with a smaller budget and interest in faster turnover on loan terms.
Orange County Housing Finance Trust	Fiscal Year 2019-2020 Contributions and Grants: \$6.5 million	Funding for permanent supportive or affordable housing restricted to persons or families who qualify as extremely low-income.
San Diego County Innovative Housing Trust	Annual budget for fiscal year 2021-2022: \$25 million.	Provides gap financing to create or preserve affordable housing and permanent or transitional housing for those at risk of experiencing homelessness.



San Mateo HEART	Annual budget for fiscal year 2015-2016: \$1.6 million (revenue), \$756,594 (expenses)	Revolving loan fund (both First Time Homebuyer Loans and Development Loans), Green and Livable Accessory Dwelling Unit Resource (GLADUR) program
San Mateo County Housing Trust	Not disclosed	Revolving loan fund for multifamily affordable rental housing projects. This includes predevelopment, construction, and permanent loans to developers for new developments and rehabilitation loans for existing affordable rental housing.
Skid Row Housing Trust	Annual budget 2018: \$39 million	Revolving loan fund, supportive services for the homeless, development and ongoing management and operation of permanent and supportive housing
West Hollywood Affordable Housing Trust Fund	Annual budget 2019: \$1.7 million	Provide residual receipt loans for acquisition and rehabilitation or construction of new affordable housing developments with affordability restrictions for 55 or 57 years. Loans are forgivable if the term is fulfilled to annuity. They are interested in expanding to fund a first-time homebuyer program in the future.
San Gabriel Valley Regional Housing Trust	2022 State Budget Allocation: \$21 million FY 2020-2021 Total Income = \$647,450	Emergency shelter pilot project (tiny homes) and gap funding for affordable housing development.

## COUNTY OF VENTURA HOUSING TRUST FUND

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The nonprofit County of Ventura Housing Trust Fund (CVHTF), since rolling out housing support in 2012, has issued over \$9 million in approved loans, constructed 365 affordable housing units, helped 15 affordable housing developments in 70 percent of cities within the county, and raised \$6.7 million through grants, investments, sponsorships, and fundraisers.<sup>12</sup>

- Organizational Structure: 501(c)3 Nonprofit
- Year Established: 2005, first loan in 2012
- Percent of expense budget dedicated to operating costs: 77 percent
- 2019 annual budget: \$451,849 (revenue), \$297,957 (expenses)
- Programs and activities administered: Revolving loan fund, pro-bono consulting for affordable housing developers
- Top revenue sources: Revolving Loan Program, events, donations and grants, local government grants
- Best practice recommendations:
  - Do not accept funds from local governments earmarked to come back into that jurisdiction.
  - Leverage funding creatively through layering of all different sources.
  - Only work with seasoned affordable housing developers.
  - Recycle money from State matching funds through a revolving loan program to gradually remove State's restrictions from repaid money.
  - Focus on providing short-term loans such as construction loans or gap financing and avoid pre-construction loans or first-time homebuyer loans during first few years of the trust due to higher risks and larger loan amounts.
  - Seek guidance and feedback from the developer community often.

## ORANGE COUNTY HOUSING TRUST

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Orange County Housing Trust (OCHT) is a nonprofit private capital-funded housing trust powered by NeighborWorks Orange County (NWOC) and Orange County Business Council (OCBC) – two leading organizations committed to making Orange County a vibrant place to live, work and play. NWOC and OCBC have retooled OCHT, originally established in January 2010, as a financing vehicle for grantors, foundations, and corporations to leverage public and private funding to bring future permanent supportive and affordable housing projects to Orange County. Using the Housing Trust of Silicon Valley as a model, the OCHT engages local businesses to help tackle the housing issues

<sup>12</sup> Housing Trust Fund Ventura County, 2019, Everyone Deserves a Home: 2019 Annual Report.

facing the county. The Disneyland Resort provided a \$5 million grant for seed funding to provide housing support in Anaheim, which financed a 102-unit affordable housing development. The OCHT Board of Directors is comprised of the region's top business leaders including The Irvine Company, U.S. Bank, OCBC, Disneyland Resort, and FivePoint Holdings. The trust operates within NWOC's organizational structure as a program, which keeps operation costs low.

- Organizational Structure: 501(c)3 Nonprofit
- Year Established: Established in 2010, revitalized in 2019
- Percent of expense budget dedicated to operating costs: No restrictions on operating costs, but it amounts to about \$48,000/year to administer with in-house staff at NWOC. There are no official staff positions for the trust.
- Annual budget for Fiscal Year 2019-2020: About \$5 million, due to Disneyland donation
- Programs and activities administered: Provides gap financing for developers creating permanent supportive and affordable housing projects. They have also provided short-term residual loans in the past with a smaller budget and interest in faster turnover on loan terms.
- Top revenue sources: Private investments
- Best practice recommendations: Nonprofit housing trust funds struggle more with obtaining seed funding, but nonprofits should be persistent because it takes a long time and lots of labor to obtain money from private sources. Private organizational models have the benefits of avoiding politics and involvement from government that comes from public ownership in a housing trust fund.

## ORANGE COUNTY HOUSING FINANCE TRUST

The Orange County Housing Finance Trust (OCHFT) was formed by legislation in 2018 to address the housing needs of those experiencing or at-risk of experiencing homelessness. OCHFT is a JPA structured trust between the County of Orange and 23 cities throughout the county. The trust is structured to distribute funding between the Service Planning Areas in the county, which are boundaries used for providing homelessness services. Between 2020-2021 the trust released 2 NOFAs, funding 13 developments for permanent supportive housing. More than \$10.5 million was made available through the 2022 NOFA. The trust entered into an agreement with the County of Orange, which allocates \$20.5 million in Mental Health Services Act funds and \$5 million in County general funds over five years as dedicated and matching funds to the trust for development of affordable and supportive housing.

- Organizational Structure: Joint Powers Authority with Nonprofit Partnership

- Year Established: Established in 2018 by statute
- Administrative Budget: OCHFT notes that at least \$300,000 is needed for the first year of administrative costs. The County of Orange provides \$200,000 annually to support administrative costs.
- Fiscal Year 2019-2020 Contributions and Grants: \$6.5 million
- Programs and activities administered: Funding for permanent supportive or affordable housing restricted to persons or families who qualify as extremely low-income.
- Top revenue sources: County Mental Health Services Act Funds and Local Housing Trust Funds
- Best practice recommendations: The ability for the trust to utilize funds to apply for state matching funds provides a mutually beneficial partnership between the trust and the County. The trust partners with an established non-profit that accepts donations on behalf of the trust. The non-profit is experienced in accepting large donations and their fee comes from the donation itself, so the trust is able to keep overhead costs low.

## SAN DIEGO COUNTY INNOVATIVE HOUSING TRUST FUND

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The San Diego County Board of Supervisors directed the creation of the Innovative Housing Trust Fund (IHTF) to increase the regional supply of affordable housing for low income and vulnerable populations. Since its inception in 2017, the IHTF helped create 1,397 affordable units in 20 developments in the region, leveraging over \$560 million in public and private capital sources.

- Organizational Structure: Local Housing Trust
- Year Established: 2017
- Annual budget for Fiscal Year 2021-2022: \$25 million for affordable housing.
- Programs and activities administered: Gap financing to create or preserve affordable housing and permanent or transitional housing for those at risk of experiencing homelessness.
- Top revenue sources: County budget allocation.
- Best practice recommendations: Foster public-private partnerships.

## SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

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The San Gabriel Valley Regional Housing Trust is a joint powers authority (JPA) created by Senate Bill 751 (Rubio) in early 2020. The Trust was established with the stated purpose of funding the planning and construction of housing for the homeless population and persons and families of extremely low, very low, and low income within the San Gabriel Valley, by receiving public and private financing and funds, authorizing and issuing bonds and other debt instruments. The Trust designated \$835,000 in capital funding for a non-congregate (tiny home) Emergency Shelter Pilot Program totaling up to 60 units for emergency shelter. In 2021, the State earmarked \$21 million of its the budget for the trust. The JPA is governed by a nine-member Board of Directors, seven of whom are representatives from jurisdictions that are members of the SGVRHT and two of whom are experts in housing and homelessness.

- Organizational Structure: Joint Powers Authority
- Year Established: February 2020, first grant awarded in February 2021
- FY 2020-2021 Total Income: \$647,450 and \$21 million earmark in State budget announced in 2021
- Programs and activities administered: Emergency shelter pilot project (tiny homes) and gap funding for affordable housing development.
- Top revenue sources: State Budget, Measure H Funds, and Homeless Initiative Innovation Funds
- Best practices: A variety of funding sources will allow more flexibility to address the strongest housing needs. Land banking is an ideal strategy for community land trusts. Create NOFA applications that don't require applicants to go through lengthy processes that they have already been through for other funds. Even cities that do not want affordable housing in their communities may still want to address housing needs at a regional scale. Therefore, it is important to provide an option for being a supporter of the trust without being a member.

## SAN MATEO HOUSING ENDOWMENT AND REGIONAL TRUST

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In San Mateo County there are two regional housing trusts, a County-administered trust (explored in detail below) and San Mateo's Housing Endowment and Regional Trust (HEART) is a JPA/ nonprofit fund operated throughout the County. While the County fund primarily uses sales taxes through Measure K to fund housing projects, HEART cannot directly obtain this funding and therefore uses different sources to augment housing support. To avoid duplication of services,

the two entities collaborate often to fund different types of projects and policies, harness different funding sources based on their eligibility, and partner on projects when appropriate. HEART noted that, while the County releases a NOFA for developers semiannually, development deals typically occur more often and much faster, so developers can work with HEART instead to minimize time and money lost in the bureaucratic cycle of hearings, long review periods, and commission meetings.

San Mateo's HEART, both a Joint Powers Authority and nonprofit, has raised over \$12 million since 2003—\$2.9 million from the private sector and \$9.5 million from the public—to fund the construction, renovation, or purchase of over 805 homes for low- and moderate-income families, representing nearly 10 percent of all new units built in San Mateo County in the last five years. This fund is invested in many developments representing a combined \$217 million in direct economic activity, stimulating both construction and permanent jobs. HEART's investment work has leveraged over \$18 in funds from other sources for every \$1 from HEART to bring additional resources into the region.<sup>13</sup>

- Organizational Structure: Joint Powers Authority and 501(c)3 Nonprofit
- Year Established: 2003
- Percent of expense budget dedicated to operating costs: 94 percent
- Annual budget for Fiscal Year 2015-2016: \$1.6 million (revenue), \$756,594 (expenses)
- Programs and activities administered: Revolving loan fund (both First Time Homebuyer Loans and Development Loans), Green and Livable Accessory Dwelling Unit Resource (GLADUR) program
- Top revenue sources: public investment from the County of San Mateo and matching grants from the State of California
- Best practice recommendations:
  - Gain activist interest to generate support for the trust without the trust becoming overtly political itself.
  - Establish strong relationships with local jurisdictions.
  - Communicate often with local developers.
  - Direct investment dollars from local jurisdictions back into their jurisdiction whenever possible.
  - Hire outside consultants intermittently to perform loan underwriting or bookkeeping to keep in-house staffing low and reduce administrative costs
  - Operate as a dual Joint Powers Authority and nonprofit to allow the flexibility to operate with power as a jurisdiction while receiving money from the state and private

13 HEART of San Mateo, 2020, <https://www.heartofsmc.org/about-heart/>, accessed on April 7, 2020.



contributions.

- Avoid accepting housing-dedicated funds from local governments because that money will theoretically be spent on housing in their own jurisdiction anyway.
- Require that cities commit a percentage of their annual appropriations for the first five to ten years of the trust as their “membership dues”.

## SAN MATEO COUNTY HOUSING TRUST

The County’s Department of Housing (DOH) operates the countywide regional housing trust. The fund was initially started when the Board of Supervisors (BOS) allocated \$13.4 million of unrestricted General Funds to affordable housing purposes, as derived from a one-time distribution of housing trust funds held by former redevelopment agencies in San Mateo County. The County housing trust fund currently primarily uses sales taxes through Measure K to fund housing projects both in the unincorporated county and within cities. Measure K is a direct appropriation from the County’s BOS every two years. The allocation has increased over the years as demand from developers has increased, evidenced by more applications and larger loan requests. They also receive funding from HCD’s No Place Like Home (NPLH) fund and the California Emergency Solutions and Housing Program. The County releases two NOFAs annually, collaborating with developers throughout the year to ensure that their NOFA meets the needs of the affordable housing development community. Administrative costs are low for this fund, and it is set up so that most housing trust funds go directly towards the projects.

- Organizational Structure: County (Department of Housing)
- Year Established: 2013
- Percent of expense budget dedicated to operating costs: Not disclosed. DOH notes that they charge a 1.5 percent administrative cost fee as part of the loan application process, but it does not cover DOH’s costs to administer the trust.
- Available funds released in June 2019: \$27.6 million available for affordable housing. Note that this is one of two NOFAs typically released per year.
- Programs and activities administered: Revolving loan fund for multi-family affordable rental housing projects. This includes predevelopment, construction, and permanent loans to developers for new developments and rehabilitation loans for existing affordable rental housing.
- Top revenue sources: Measure K funds
- Best practice recommendations:
  - Release NOFAs on a consistent schedule because it allows developers to anticipate the



funds and better plan for affordable housing projects.

- Foster open and strong relationships with the development community and ask for feedback on programs.
- Work closely with jurisdictions to determine what they need without duplicating efforts.

## SKID ROW HOUSING TRUST

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The Skid Row Housing Trust (SRHT), a nonprofit focused on ending homelessness in Los Angeles County, has invested in 26 housing developments in 30 years, providing nearly 2,000 people with permanent homes and thousands more with transitional support on the way to more independent living. In 2018, SRHT generated revenue from development and service fees, foundation and corporate grants, government grants, and contributions for development of supportive and transitional housing.<sup>14</sup>

- Organizational Structure: 501(c)3 Nonprofit
- Year Established: 1989
- Percent of expense budget dedicated to operating costs: 11.8 percent
- 2018 annual budget: \$39 million
- Programs and activities administered: Revolving loan fund, supportive services for the homeless, development and ongoing management and operation of permanent and supportive housing.
- Top revenue sources: Development and service fees
- Best practice recommendations: not available for interview

## WEST HOLLYWOOD AFFORDABLE HOUSING TRUST FUND

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The West Hollywood Affordable Housing Trust Fund (AHFT) is a City-operated housing trust fund established in 1986 to offset development impacts and generate additional resources to meet the affordable housing need. The City's policy requires residential and commercial developers to provide affordable housing or pay an in-lieu fee to finance affordable housing development in the city. These two revenue streams provide the largest sources of revenue annually, but they vary widely based on the development cycle each year. For example, the City has annual revenue totals ranging from 1.8 million to 11 million in the past five years, solely due to varying contribution requirements written into development agreements. The West Hollywood AHFT requires at least 20 percent of units be designated low-income, and 60 percent of units be designated low- to

<sup>14</sup> Skid Row Housing Trust, 2020, <https://skidrow.org/about/impact/>, accessed on April 7, 2020.

moderate-income in all affordable housing projects funded. They perform nexus studies every three to four years to ensure the commercial linkage fees and residential in-lieu fees provide an adequate return on investment without crippling potential development projects and investor interests.

- Organizational Structure: City (Rent Stabilization & Housing Division)
- Year Established: 1986
- Percent of expense budget dedicated to operating costs: 5-10% of administrative costs are permitted in the terms of money received from the residential in-lieu fees and the commercial linkage fees.
- 2019 annual budget: \$1.7 million (\$1.8 million in 2018, \$3.4 million in 2017, \$11 million in 2016, and \$2.1 million in 2015)
- Programs and activities administered: Provide residual receipt loans for acquisition and rehabilitation or construction of new affordable housing developments with affordability restrictions for 55 or 57 years. Loans are forgivable if the term is fulfilled to annuity. They are interested in expanding to fund a first-time homebuyer program in the future.
- Top revenue sources: Residential in-lieu fees (projects less than 10 units must pay an in-lieu fee or restrict at least one unit to be affordable; projects with 11 or more units must dedicate 20% of units for low-income households) provide at least \$600,000 annually and commercial linkage fees (commercial projects over 10,000 square feet must pay \$9/square foot to the housing trust fund) contributes at least \$600,000 annually to the fund as well.
- Best practice recommendations: Given SBCOG'S scope, it would be very effective for any new trust to operate at a regional level and follow a JPA approach to give smaller communities with limited resources the ability to create affordable housing and address the housing shortage at a regional level. Seeing the benefits of a regional JPA approach to housing trust funds, West Hollywood is interested in banding together with other cities in Los Angeles to do follow a similar model in the future. Perform nexus studies every few years if fees are adopted to fund the housing trust to ensure they do not impose severe financial barriers to development. Work with developers continuously to understand barriers to affordable housing development and alleviate unnecessary development constraints.

## KEY TAKEAWAYS FROM TRUST INTERVIEWS

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The following synthesizes key takeaways reiterated by multiple established trusts in personal interviews.

1. Stable funding exists in the form of revolving loan funds, allocation of development fees, and matching funds from the state. While private donations and State budget allocations may occur in large sums, they are not indicative of funding that may be available annually.
2. Local support from the public and decision-makers is crucial to establish a housing trust. Lack of community support often stems from misinformation regarding the greater need for more affordable housing, so an effective campaign and outreach is critical for success.
3. Community Impact Notes (CINs) are an effective source of revenue for trusts. Trusts that do not currently offer CINs as a program note that it is their goal to become a CDFI and issue CINs in the future.
4. Housing is a regional issue, and this should be emphasized in campaign messaging to local government staff and officials whenever possible. However, local jurisdictions may be averse to contribute funds when there is no set guarantee of reinvestment back into their community. Therefore, funds should be reinvested back into jurisdictions that contribute housing trust funds whenever feasible, though not established as a requirement. For example, if TOT revenues are funneled to a housing trust, then the trust should attempt to directed towards housing activities in that community.
5. Be wary of contributions from jurisdictions that may have that money earmarked for activities specific to their jurisdictional boundaries. For example, cities or counties with an inclusionary zoning ordinance may have regulations requiring that affordable housing in-lieu fees be directly invested back into that community. Therefore, any money donated from those jurisdictions would be earmarked to ensure they are allocated to activities in that jurisdiction. While this delineation of funds provides cities with protections on their investments, they restrict the ability of the housing trust to further leverage funds to enact greater change in the regional community.
6. Only provide loans to seasoned affordable housing developers, and work with them continuously to minimize development uncertainty and address barriers to affordable housing creation.
7. Reduce administrative costs by keeping staffing low, contracting out for underwriting services, and sharing costs with other nonprofits or partner agencies when possible.
8. Seek guidance and feedback with the developer community often to ensure programs funded by the trust are effective and user-friendly.

# APPENDIX B: Housing Trust Funding Sources

40.c

## STATE AND FEDERAL GRANTS

### PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM

Funded through the \$75 real estate transaction fee established by Senate Bill (SB) 2, the PLHA Program is intended to provide a permanent source of funding for local governments to support affordable housing. PLHA funds are flexible and can be used for a variety of housing-supportive efforts, including as matching funds for local or regional housing trusts.

The 2019-2023 5-year PLHA Allocation for SBCOGs participating jurisdictions is estimated at approximately \$31 million in formula (non-competitive) grants and competitive grants in San Bernardino County, with total funding available contingent upon the real estate transaction fees from year to year.<sup>15</sup> The first NOFA for formula grants was issued in February 2020. Applications will program five years of PLHA formula funding and be issued on an annual basis, as real estate transaction fees are collected. While applications can only be submitted in response to a NOFA, local jurisdictions unable to submit applications for the 2020 NOFA, may apply in 2021 to redeem funding allocated for 2020. Under the Program, a Joint Powers Authority, such as a SBCOG-administered housing trust, could be delegated funds by a local jurisdiction, those funds could then be leveraged as matching funds needed to secure revenue from the competitive PLHA funds.

JURISDICTION	FUNDING AMOUNT
<b>Entitlement Communities</b>	
Apple Valley	\$1,725,366
Chino	\$1,496,190
Chino Hills	\$1,063,710
Fontana	\$5,886,732
Hesperia	\$3,034,662
Ontario	\$5,520,108
Rancho Cucamonga	\$2,702,856
Rialto	\$3,586,716
City of San Bernardino	\$273,393
Upland	\$1,667,022
Victorville	\$3,736,620
County of San Bernardino	\$727,093

<sup>15</sup> The San Bernardino County PLHA allocation includes cities with populations smaller than 50,000. As an urban county, it is the County's responsibility to utilize those funds within those those unincorporated areas and cities with populations smaller than 20,000.

## STATE-MATCHING LOCAL HOUSING TRUST FUND (LHTF) PROGRAM

The California Department of Housing and Community Development (HCD) distributes matching State funds for local and regional housing trust funds in California. Funding is restricted to the following applicant types: a city, county, or city and county; a charitable nonprofit organization permitted in Section 501(c)(3) of the Internal Revenue Code; and Native American Tribes. For a SBCOG-administered trust to be eligible for funds, member jurisdictions would need to take action to form the trust and identify SBCOG as the partner agency representing the participating jurisdictions. All participating member jurisdictions must have a State law-compliant housing element to be eligible for funding.

Eligible sources of funds to be matched by State funds include taxes, fees, loan repayments, and public or private contributions. Funds restricted for housing use by State or federal law, including the Home Investment Partnerships Program (HOME), Community Development Block Grant (CDBG) Program, or redevelopment agency Low and Moderate Income Housing Fund (LMIHF) funds administered by HCD, cannot be used as matching funds. While local (single jurisdiction) housing trusts are not allowed to apply for matching funds using their Permanent Local Housing Allocation (PLHA) funds, regional housing trusts can receive matching funds from PLHA funds. As a new regional housing trust, a SBCOG trust would be eligible to request a minimum match of \$750,000 and a maximum of \$5 million, if using PLHA funds.

State matching funds require that all construction workers be paid prevailing wage, which can make affordable housing project costs infeasible, even with the additional funding. As a work around, existing housing trusts often separate State matching funds from other funding sources that do not invoke prevailing wage, and use those funds for expenses not related to construction such as administrative costs, loan underwriting fees, or homelessness services. If developers opt to use State matching funds through a housing trust's revolving loan fund (explored below), the returned capital from the loan repayments is no longer held to prevailing wage requirements.

## NATIONAL HOUSING TRUST FUND PROGRAM (NHTF)

NHTF is an affordable housing production grant program supporting affordable housing for low- and very-low-income households. This is the only federal resource dedicated explicitly to housing trusts. Administered at the State level through HCD, this grant funds production or preservation of affordable housing, and housing trusts are eligible applicants to receive this funding. The grant requires that at least 80 percent of each annual grant is for rental housing and allows for up to



10 percent each for homeownership housing and the trust fund's administrative and planning costs.<sup>16</sup> NHTF funds may be used for the acquisition, new construction, reconstruction, and/or rehabilitation of housing with suitable amenities. All NHTF-funded rental housing must be restricted to affordable housing for at least 30 years. All NHTF-funded homeownership housing must have an affordability restriction for a period of 10, 20 or 30 years, depending on the amount of NHTF investment in the unit. HCD further specifies eligible activities through the annual release of a NOFA; in 2018, eligible activities were limited to new multifamily construction for all applicants.

## BONDS

### GENERAL OBLIGATION (GO) BONDS

General Obligation (GO) bonds are a popular type of municipal bond for housing trusts, invoked via a new tax rather than a specific project's revenue. To put them on the ballot, proposed GO

bond measures must be adopted by resolution by the jurisdiction's elected officials and must receive a two-thirds majority vote. In 2016, Alameda County voters approved a \$580 million Affordable Housing GO bond, Santa Clara County voters approved a \$950 Homelessness and Housing GO Bond, and Oakland voters approved an infrastructure GO bond that included \$100 million for housing. Each of these bonds include a portion that directly funds a local affordable housing trust. GO bonds may be a feasible housing trust funding source in some SBCOG jurisdictions, though many may struggle to garner sufficient elected official or voter support for approval.

### REVENUE BONDS

Revenue bonds are municipal bonds supported by specific revenue streams and are tax exempt because they are entirely financed by a specific project. For example, mortgage revenue bonds are directly repaid by the individual buyer. While the lack of municipal backing power on this type of bond increases the risk, it also increases the rate of interest paid back on the bond. The City of Santa Rosa's housing trust issued tax-exempt revenue bonds for public purpose developments that require below market interest rate financing to meet community needs. The City Council approved multiple types of revenue bonds including both single-family housing mortgage revenue bonds and multifamily rental housing revenue bonds. Local jurisdictions should have guidelines to consider requests for revenue bonds to preserve potential bond buyer confidence in the jurisdiction and form the basis for short and long-term policy objectives.

<sup>16</sup> U.S. Department of Housing and Urban Development, Community Planning and Development, 2015 National Housing Trust Fund Fact Sheet, <https://files.hudexchange.info/resources/documents/National-Housing-Fund-Trust-Factsheet.pdf>, accessed March 28, 2020.

## TAX INCREMENT FUNDS AND TAXES

Property tax-based strategies can effectively generate revenue in strong housing markets where home values continue to appreciate over time. Local jurisdictions can contribute directly to the housing trust fund from discretionary local revenues using a designated portion of existing local revenue sources or establishing a new tax increment fund or tax. While establishing new taxes is less popular with the general public, they provide a reliable, steady source of revenue for housing trust funds. Types of tax increment funds or other taxes include:

### REDEVELOPMENT TAX INCREMENT FUNDS

With voter approval, a city or county can establish redevelopment areas using the redevelopment of blight as a nexus for allocating additional property taxes collected in the area to improve the neighborhood's housing. Housing trusts then receive additional property taxes resulting from increased property value as the area improves. For example, Philadelphia's Housing Trust Fund has reported a 4.7 percent increase in property values near housing trust fund developments, accounting for inflation.<sup>17</sup> In California, Los Angeles County directs tax increment revenue collected from designated redevelopment areas annually to their Affordable Housing Trust Fund. A Community Revitalization and Investment Authority (CRIA) can also be created to authorize the revitalization of disadvantaged communities through affordable housing via tax increment financing.

### REAL ESTATE TRANSFER TAX

A real estate transfer tax is a sales tax, based on the value of the property and assessed at the State, county, and/or city level, most often used as general revenue. However, real estate transfer taxes can be dedicated to specific uses, such as affordable housing development. Real estate transfer taxes typically range from 0.01 to 0.40 percent and often include exemptions for low-income households and first-time homebuyers. Real estate transfer tax increases are not restricted under California's Proposition 13, as they are not considered property taxes.

Real estate transfer taxes must be approved by a vote of the local jurisdiction. General law cities are authorized to impose a tax of up to \$0.55 per \$1,000 of value. There is no cap on the real estate tax for charter cities, so San Bernardino County's six charter cities, Adelanto, Big Bear Lake, Loma Linda, Needles, San Bernardino, and Victorville, could impose the tax above this statutory

<sup>17</sup> Center for Community Change, 2016, The 2016 Housing Trust Fund Survey Report, [https://housingtrustfundproject.org/wp-content/uploads/2016/10/HTF\\_Survey-Report-2016-final.pdf](https://housingtrustfundproject.org/wp-content/uploads/2016/10/HTF_Survey-Report-2016-final.pdf), accessed March 23, 2020.



limit if desired. To enact a real estate transfer tax, a local jurisdiction can either propose a measure for increasing the real estate transfer tax to generate general revenue, which only requires a majority vote to pass, or propose a measure that specifically funds affordable housing, which requires a two-thirds vote to pass.

Real estate transfer taxes are popular funding sources for affordable housing in the state, but are often created through general revenue measures, rather than specifically for affordable housing due to the less stringent vote requirements. A companion measure, requiring a two-thirds majority to pass, is required to accompany a general revenue measure to clarify the use of collected funds, such as the diversion of funds to a SBCOG-administered trust for housing. For example, the City of Santa Rosa has a real estate transfer tax collected based on the sale of homes in the city, which provided approximately \$3.8 million in FY 2019-2020. This money is funneled to the General Fund and then, per the companion measure, transferred to the housing trust fund for housing-related programs annually.

### TRANSIENT OCCUPANCY TAX

The transient occupancy tax (TOT) is a voter-approved tax that is charged for the use of any transient occupancy facility, such as a hotel. The tax is required to be paid by the guest to the operator of the transient facility at the time that rent is paid. A jurisdiction can allocate the TOT collection toward affordable housing by establishing a nexus to the generated need for and/or loss of affordable housing in the local jurisdiction's TOT ordinance. For example, a hotel, lodging, or short-term rental generates significant income for local jurisdictions. Hotels and motels create many low-paying jobs in areas that often lack affordable housing for these workers. Additionally, short-term rentals, such as Airbnbs and vacation rentals by owner (commonly known as VRBOs) reduce the supply of housing available for sale or long-term rental and increase the costs of long-term rents overall.

Often, short-term rentals are not included in the TOT's definition of transient occupancy facilities, so these facilities are exempt. SBCOG member jurisdictions can leverage funds from local TOTs to support a housing trust fund by increasing the existing TOT or revising the definition of transient occupancy facilities to include short-term rentals. By law, a new TOT or increase to an existing TOT rate requires a majority vote of the general public. TOT revenues are typically allocated to the general fund, unless approved as a special TOT tax, which requires a two-thirds vote for approval. A special TOT tax would allow direct allocation of funds to affordable housing upon demonstrating a reasonable nexus. There is no statewide cap on the TOT.

The City of Sacramento has a TOT rate of 12 percent and increased revenue collected from the TOT by including short-term rentals in their definition of transient occupancy facilities beginning in 2016. The additional revenue collected is allocated to affordable housing. Both the City of Pismo Beach and the Town of Mammoth Lakes have enacted TOT ordinances on short-term rentals and annually allocate collected taxes towards the creation of affordable housing. Pismo Beach's Municipal Code Chapter 17.09 provides an example TOT ordinance with model nexus language, and the Town of Mammoth Lakes provides clear definitions for all transient occupancy facilities that generate taxable revenue for member cities to reference.<sup>1819</sup>

## FEES

Fees are a pragmatic strategy to generate revenue from private entities without imposing blanket taxes on the general public. In addition, fees do not require voter approval to be initiated; they simply need approval from the local government's elected body. Fees require a nexus be established between the activity charged and the resulting activity funded, thereby ensuring that money is reinvested into the community. Common fees imposed by local governments that could support a housing trust are described below.

### DEVELOPMENT IMPACT FEES AND COMMERCIAL LINKAGE FEES

Many jurisdictions have impact and commercial linkage fees to support affordable housing. Commercial linkage fees may be assessed on all new non-residential development under the assumption that the facilities will stimulate the creation of low-wage jobs but will not provide on-site affordable housing for low-wage workers. Los Angeles, San Diego, and West Hollywood have all adopted commercial linkage fees for housing production. Similarly, housing impact fees may be assessed on new market-rate residential development under the assumption that new residents will generate increased demand for services and, in turn, low-wage jobs to fulfill that demand. The fee revenue is distributed to support the development of housing affordable for the new employees and/or residents attracted to the new development. Local jurisdictions could deposit these linkage or housing impact fees into the housing trust fund. To enact a fee for the housing trust, existing fees could be diverted to the housing trust fund by a vote of the local jurisdictions' governing bodies, or a new developer impact fee or commercial linkage fee could be established in individual jurisdictions.<sup>20</sup> City and county staff would prepare an ordinance and resolution to specify such details as the fee's purpose, nexus to affordable housing, and methods for fee calculation.

<sup>18</sup> City of Pismo Beach Municipal Code, 2020, <https://www.prcity.com/DocumentCenter/View/25961/Pismo-Beach-Outside-Coastal-Zone-Short-Term-Rental-Ordinance>, accessed April 8, 2020.

<sup>19</sup> Town of Mammoth Lakes Municipal Code, 2020, [https://library.municode.com/ca/mammoth\\_lakes/\\_codes/code\\_of\\_ordinances?nodeId=TIT3REFI\\_CH3.12TROCTA#TIT3REFI\\_CH3.12TROCTA\\_3.12.040TAIM](https://library.municode.com/ca/mammoth_lakes/_codes/code_of_ordinances?nodeId=TIT3REFI_CH3.12TROCTA#TIT3REFI_CH3.12TROCTA_3.12.040TAIM), accessed April 8, 2020.

<sup>20</sup> Institute for Local Government, 2007, Establishing a Local Housing Trust Fund, [https://www.ca-ilg.org/sites/main/files/file-attachments/resources\\_Local\\_Housing\\_Trust\\_Fund\\_0.pdf](https://www.ca-ilg.org/sites/main/files/file-attachments/resources_Local_Housing_Trust_Fund_0.pdf), accessed March 23, 2020.

## INCLUSIONARY ZONING IN-LIEU FEES

Over 150 California cities have adopted inclusionary housing programs that require new housing developments meeting certain criteria to provide a percentage of affordable housing as a condition of development of both owner and renter-occupied housing. These programs generally allow in-lieu fees to be paid as an alternative to direct construction of the required housing; such in-lieu fees could be allocated to a housing trust. To do so requires an ordinance approved by the jurisdiction's elected body. Some cities explicitly require that the money obtained from in-lieu fees be invested back into the community where fees are incurred, which can make the funding more difficult to utilize through a regional housing trust.

## DOCUMENT RECORDING FEE

Local jurisdictions can adopt a document recording fee placing a surcharge on the \$75 administrative fee set by the State to generate income for the housing trust fund. The additional recording fee must be approved by a majority vote of the public. For the fee to be explicitly dedicated for affordable housing, it would need to be approved by two-thirds of voters as it would be considered a special fee.

## BUSINESS LICENSE FEES

Cities and counties can charge an annual business license fee for continued operation in their jurisdiction. The fees can be tiered according to business size and type to ensure small businesses or nonprofit organizations are not overburdened. When used for housing trusts, fees are typically funneled to the jurisdiction's general fund as they are collected and an appropriation is transferred to the housing trust fund on an annual basis. The City and County of San Francisco assesses such a fee for allocation to the housing trust fund.

## LOANS

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Once provided with base funding, housing trust funds often lend money to private or nonprofit developers for affordable housing projects. Revolving loan funds are one example of the types of loans that housing trusts often offer and, due to their unique ability to "clean" money, explored below, they are considered here as a type of funding source.

## REVOLVING LOAN FUND

Housing trusts can provide reduced rate financing for construction or purchase of affordable housing. Loan repayments can then be used to create a revolving fund that allows the trust fund to

make additional investments. While this is not an option to fund start-up costs, a loan repayment program would provide the housing trust fund with ongoing revenue, strengthening the fund's stability and longevity. Arlington County, Virginia, finances the creation of affordable housing with support from loan repayments and developer contributions in addition to the County's general fund allocations and document recordation fees. In FY 2019, the County reported \$14.3 million allocated to its housing trust fund and estimated that every dollar of County loan funds leveraged three dollars in private funds.<sup>21</sup>

While this revenue source does not generate considerable new funding (it primarily recycles existing funds), it allows trusts to better tap into restricted funding sources. Not only does a revolving loan fund help the trust maintain a consistent revenue source over time, it also allows trusts to “clean” money received from grants with strict requirements. Once money has been repaid by developers or first-time homebuyers through the revolving loan fund, it is essentially “clean” for the trust to use at its own discretion. This function generates one of the largest sources of non-restricted funds for trusts over time.

## PRIVATE SOURCES

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### PRIVATE DONATIONS

Individuals, corporations, or organizations can pledge one-time or ongoing funds to a housing trust. For example, the Silicon Valley Housing Trust (SVHT) was established using a \$2 million grant from Santa Clara County, matched by \$1 million donations each from Adobe, Applied Materials, Cisco Systems, Intel, KB Homes, and Solectron. While San Bernardino County does not have the same large supply of multi-million dollar corporations as Silicon Valley, the housing trust could solicit funds from prominent private employers in the region such as Amazon, Redlands Community Hospital, Environmental Systems Research, Inland Empire Health Plan, and other large employers. In particular, it may be possible to leverage investments by health care providers given the linkage between homelessness and health care services.

### COMMUNITY BENEFIT AGREEMENTS

Community Benefit Agreements (CBAs) are an effective tool to extend a developer's commitment to provide a range of community benefits related to a new development project. In exchange for public support from a community group(s) for the development project, the developer enters into a contract with the community group. CBAs are voluntary agreements, and agreement details related to amenities, mitigations, or funds contributed are negotiated between the

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<sup>21</sup> Arlington County, <https://housing.arlingtonva.us/development/financial-tools/>, accessed on April 3, 2020.

community groups and developers. The expansion of health centers, universities, or other major developments present an opportunity for CBAs that include payments to a housing trust fund, as support services staff and maintenance staff would qualify for affordable housing negotiated in

a CBA. In California, government representatives sometimes serve as formal CBA signatories to facilitate agreements between these groups. SBCOG could collaborate with member jurisdictions to engage medical centers and California State University, San Bernardino as they develop plans to expand.

## OTHER FUNDING SOURCES

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In addition to bonds, grants, taxes, fees, and loan repayment, housing trusts may receive support from other non-recurring sources of funding. These sources are described below.

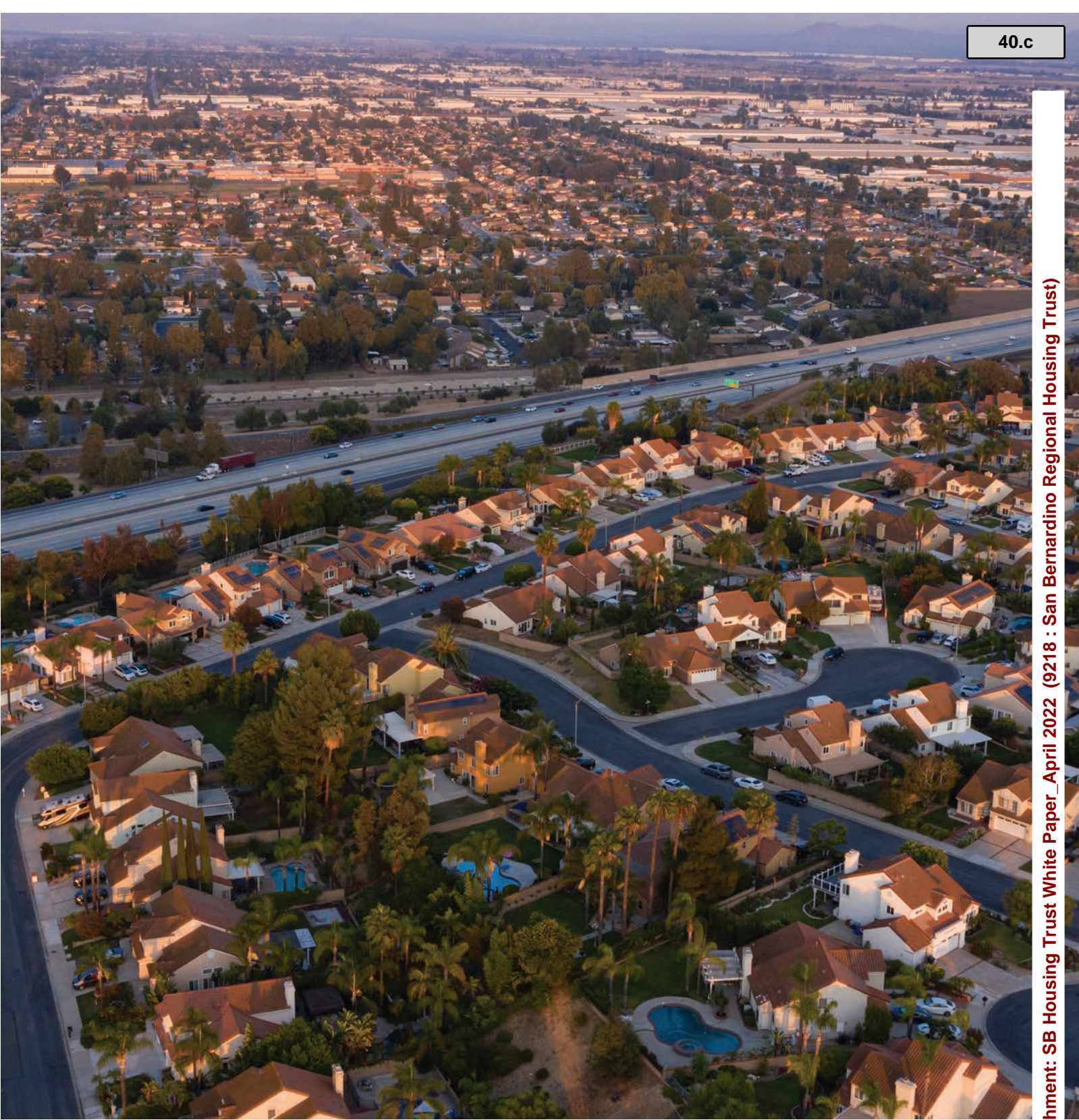
### DISCRETIONARY LOCAL REVENUES

Local jurisdictions can opt to contribute directly to local or regional housing trust funds from discretionary local revenues in their general fund. Upon the dissolution of redevelopment agencies (RDAs) in 2012, the State funds collected from local property taxes previously allocated to RDAs for housing were redirected back into city and county general funds, making local governments the successor agencies responsible for winding down RDA activities and seeing through existing obligations. Local governments still collect revenues owed to dissolved RDAs and can opt to divert a percentage of these funds from the general fund into a separate fund for affordable housing, including to a housing trust. This has been done in numerous communities, including Alameda County where 20 percent of RDA funds, between \$5 million and \$7 million each year, have been allocated the Alameda County Affordable Housing Trust Fund.

### SALE OF PUBLICLY-OWNED LAND

Some housing trusts have been able to access unrestricted proceeds from the sale of publicly owned land. In addition to city- and county-owned lands, housing trusts can work with local school districts and transit agencies as partners to auction available land and may offer technical assistance to facilitate the sale. Trusts receive a percentage of proceeds from the sale as a voluntary donation from the local government or public agency.









# FAQ

## FREQUENTLY ASKED QUESTIONS

1

### What is a housing trust fund?

A housing trust fund is a program or independent organization that raises funding to dedicate to housing construction, preservation, and rehabilitation, often concentrated on affordable housing, homeless housing services, down payment assistance, gap financing, supporting housing trusts, and related activities. The goals of a housing trust are to create affordable housing and/or homelessness solutions by leveraging new funding sources.

2

### How are housing trusts funded?

Housing trusts receive financial support from a variety of sources. Some of the most common categories of funding include dedicated funding from local jurisdictions, State and federal grants, bonds, and private donations. Importantly, there are significant funding sources that are only accessible to housing trusts.

3

### What are the benefits of an affordable housing trust fund?

There are a variety of benefits of affordable housing trust funds. In general, they provide a variety of quality housing types and options for those who might otherwise struggle to afford it. This includes support for lower and middle-income earners such as teachers, service workers, warehouse and logistics personnel, and other essential workers. Depending on how they are administered, benefits can also include: providing housing and supportive services for individuals and families experiencing homelessness; bringing outside money to the region, not otherwise accessible; and improving the quality of existing affordable housing to improve quality of life for residents and neighbors. Effective housing trusts achieve these outputs by leveraging new funding sources, rather than redirecting existing funding sources.



4

## How would administration of a housing trust fund work?

To maximize stability and access to funding sources, the housing trust fund would most likely be structured as a hybrid nonprofit-Joint Powers Authority (JPA). The housing trust could potentially leverage the administrative support and executive leadership of SBCOG to achieve efficiencies and would have oversight from its governing board. The trust would establish a JPA with those that choose to participate. SBCOG could administer the trust and the costs to the agency would be offset by the housing trust fund's resources.

5

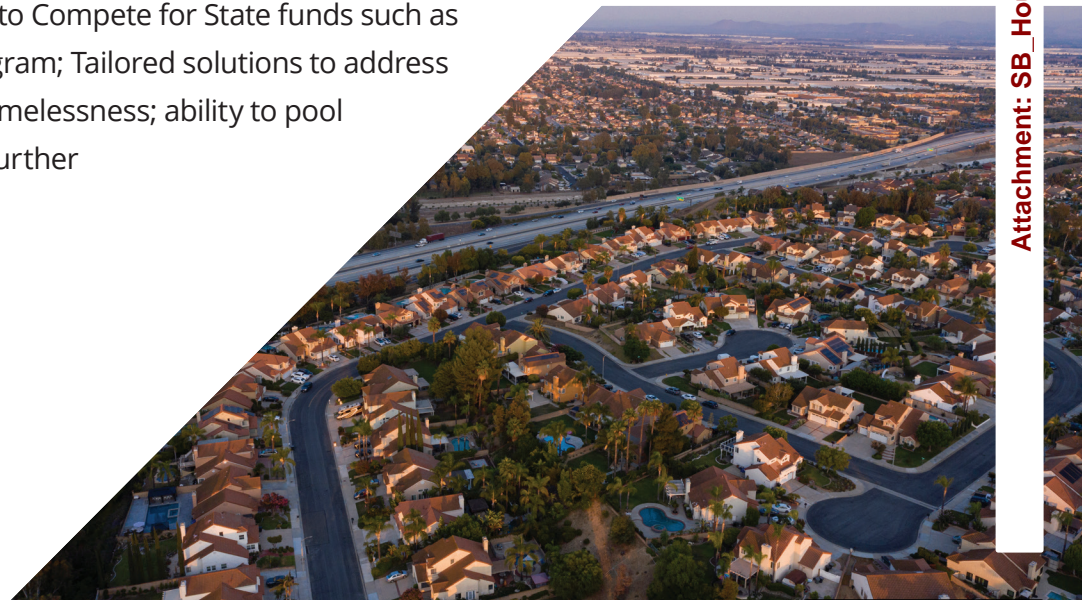
## What agency is the best fit to administer a housing trust fund in the region?

SBCOG's existing staffing infrastructure is skilled in all requisite administrative areas including executive leadership, financial accounting, and administration, making SBCOG an ideal candidate for housing trust fund administration. The agency consists of representatives from 24 cities and towns, and the San Bernardino County Board of Supervisors. SBCOG focuses on regional matters and has a track record of achieving meaningful results. SBCOG's experience as a convening agency leaves them well-positioned to support the administration of a housing trust that works in close collaboration with other agencies to ensure that it complements existing efforts.

6

## How does a housing trust fund enhance existing local and County affordable housing efforts?

A key differentiation is access to funding. Affordable housing trust funds are able to compete for additional funding local and county housing authorities are ineligible for. A primary function of the program will be to raise funds from new sources and operate programs that complement—and do not compete with—the work of existing agencies in the subregion. Furthermore, the flexibility and creativity granted to housing trusts using a nonprofit-JPA model increases program efficacy and opportunity while ensuring the trust is stable and resilient. Some of the key strategies that Housing Trusts can leverage include: Flexible sources of gap financing such as revolving loan funds; Ability to Compete for State funds such as the Local Housing Trust Program; Tailored solutions to address regional needs related to homelessness; ability to pool resources to help funds go further



7

### Are there other housing trust funds in California?

Yes. There are at least 48 affordable housing trusts in California, whose members include more than 60 local jurisdictions. Housing trusts in Southern California include the West Hollywood Affordable Housing Trust Fund, the Orange County Housing Finance Trust, the Skid Row Housing Trust, the Santa Monica Citywide Housing Trust Fund, the County of Ventura Housing Trust Fund, the newly formed San Gabriel Valley Regional Housing Trust, and others.

8

### How would a city or county join a regional housing trust fund?

A local government would take formal action to join the housing trust fund JPA by adopting a resolution at the local level. Following local approval, the administering agency, potentially SBCOG, would approve their membership and certify that the jurisdiction has paid membership dues and is compliant with other membership requirements.

9

### Are jurisdictions required to participate in the housing trust fund?

No. Participation in the housing trust fund is optional. The trust will require a minimum threshold for membership. If jurisdictions decide to join after the initial opt-in period, they will pay an additional joining fee, equal to the administrative fee. If a jurisdiction does not participate in the trust, it would not be eligible to receive any funding or program services the trust offers.

10

### Can a local government opt out of the housing trust after it joins? If so, how does that work?

Yes. A participating member jurisdiction would have the ability to opt out of the housing trust and could do so by adopting a new resolution rescinding membership at the local level. The jurisdiction would be required to provide written notice of exit six months prior to start of a new fiscal year. If there is an existing project in that city, it would become responsible for administrative fees to manage that project.



Well-designed and well-managed affordable housing can have positive impacts on the surrounding community.

## 11 What are the costs of participating in a regional housing trust fund?

Based on research into successful programs across the state, SBCOG estimates that an affordable housing trust fund will require approximately \$230,000 in annual contributions from participating jurisdictions for the first five to ten years of operation until the fund achieves financial independence. Member dues will be based on a combination of factors, such as the jurisdiction's population, jobs, and anticipated growth and may range from \$1,500 to \$50,000, depending on which factors are selected, how many jurisdictions choose to participate, and local characteristics.

## 12 What funding source would local jurisdictions use to pay for member dues?

Jurisdictions can use any funding source to pay for member dues. One option is to use funding allocated through State grant programs. The funding source used for member dues is ultimately up to local discretion.

## 13 What would member dues be used for?

Membership dues would ensure ongoing revenues for trust operations and cover the administrative and staffing costs of establishing and growing the housing trust fund. These efforts would be primarily focused on fundraising and administering programs established to distribute monies to support housing in the subregion.

## 14 How will the housing trust ensure that affordable housing does not negatively impact home values or quality of life in the communities where it is constructed?

Just as poorly implemented developments can negatively impact communities, well-designed and well-managed affordable housing can have positive impacts on the surrounding community. SBCOG will work closely with experienced developers and agencies to make sure the program funding supports projects following best practices and planning for locally-appropriate housing solutions.

15

## What kinds of programs and activities do housing trust funds operate?

Operations of the housing trust is determined through the development of an Administrative Plan which would establish a board of directors responsible for managing housing trust fund activities and goals. These approved activities could include new construction of affordable housing, predevelopment activities for affordable housing, down payment assistance for first-time homebuyers, preservation or rehabilitation of existing affordable housing, support for community land trusts, and establishment of housing and supportive services for people experiencing homelessness.

16

## Are nonprofit organizations eligible for funding from housing trust fund programs?

Typically, nonprofit organizations are eligible for funding from the housing trust. Depending on the program, funding would likely be made available on a competitive basis, prioritizing funding for applicants demonstrating an ability to make best use of the funds, meaning that they are used to support the housing needs of the greatest number of households and/or households with the highest needs.

17

## How long will it take for the housing trust to generate community benefits?

Housing trusts can serve as sustainable and reliable long-term solutions to housing issues. Based on existing housing trusts the regional housing trust is gleaned best practices from, the program is anticipated to achieve full stability in the first five to ten years of operation. However, depending on the availability of funding, stability may be achieved much sooner.

18

## Are there restrictions to sources of funding?

Some State and local funding sources may have restrictions that require the funds to go towards affordable housing creation while limiting allowable administrative costs, requiring prevailing wage in development costs, or applying other conditions. These funding sources are often sizable so the trust would pursue them, but the program will also layer funding sources from unrestricted sources to cover program costs.

19

## How will housing trust funds be allocated across the region?

Through the development of the Administrative Plan, the housing trust bylaws can establish a methodology for reinvesting allocations across the region. Allocation methodologies generally look to leverage funds to their greatest potential without posing absolute geographic restrictions on housing trust fund expenditures.

## 20 Why join a regional affordable housing trust fund instead of creating local funds?

Cities and counties can form their own housing trusts. However, most jurisdictions have limited staff, time, and funding to administer a housing trust fund. Similar to a regional approach to transportation, a regional housing fund will avoid unnecessary strain on the limited resources of local jurisdictions while leveraging the region's collaborative strengths, relieving the pressure of local housing needs through a regional approach to housing. It is anticipated that a regional housing trust will secure more funding to invest in the region than the aggregate of any individually managed local programs.

## 21 What is the Administrative Plan?

The Administrative Plan, to be developed in consultation with participating member jurisdictions, will establish protocols for the trust fund, including determining the types of projects and programs it will fund, setting goals to guide the Trust's activities, stipulating membership requirements for participating jurisdictions, establishing first preferences for reinvesting allocations within the jurisdiction or sub-area of origin without posing absolute geographic restrictions on housing trust fund expenditures, outlining SBCOG's administrative responsibilities, and creating a Board of Directors.

## 22 How can I support the affordable housing trust fund?

We need strong support from local government, elected leaders, and the business community to launch and grow a successful program. Let SBCOG know if you would like to help us grow support for the program.

## 23 What is the difference between a housing trust fund and community land trust?

A housing trust fund is similar to a community land trust (CLT), though they serve complementary, rather than duplicative purposes. CLTs are typically structured as nonprofit organizations that work to preserve housing affordability and support lower income families' ability to build wealth. A housing trust, by contrast, primarily serves to meet the gap funding needs of affordable housing. Housing trust activities can include support for CLTs through the acquisition and dedication of land or the production of housing.

## 24 Are all cities within the region eligible for Permanent Local Housing Allocation Funds?

No. County of San Bernardino PLHA allocation includes cities with populations smaller than 50,000 as well as unincorporated areas of San Bernardino County. It is the County's responsibility to utilize those funds.



SBCTA/SBCOG in Collaboration with **DUDEK**



**SAN BERNARDINO  
REGIONAL HOUSING TRUST**

## Regional Housing Trust

San Bernardino Region

MARCH 2023

**01**

## What is a Housing Trust?



Attachment: Housing Trust Presentation PDF (9218 : San Bernardino Regional Housing Trust)

## Housing Trust Overview

**A program  
or  
organization  
that raises  
funding for:**

**New Construction of Affordable & Workforce Housing**

**Affordable Housing Preservation or Rehabilitation**

**Financing for the Purchase of Land**

**Transitional and Supportive Housing**

**Pre-Development Loans**

**Down Payment Assistance**

**Community Land Trusts**



## Housing Trust Benefits

**Flexible  
Source of  
Gap  
Financing**

- Revolving Loan Funds

**Ability to  
Compete for  
State Funds**

- Local Housing Trust Program

**Targeted  
Solutions  
for Regional  
Issues**

- Workforce Housing

**Ability to  
Pool  
Resources**

- Helps funds go further



## Housing Trust Vision and Goals

*Attract significant funding and affordable housing development interest into the San Bernardino region.*

- Attract affordable housing developers.
- Increase/preserve the region's affordable housing supply.
- Increase equitable access to community resources.
- Provide financial relief for vulnerable and cost-burdened households.
- Protect against displacement and poor housing conditions

5

# 02

## Why Do We Need a Housing Trust?



## Why are we here?



### Household Overcrowding

*(more than 1 persons per bedroom)*

- The Region has Census tracts with concentrations of more than 20% of households that experience overcrowded.



### Household Overpayment

*(spending more than 30% of income on housing costs)*

- Renters are especially cost burdened
- The Region has Census tracts where more than 80% of renters are burdened by the cost of housing.

7

## Why are we here?



### Poverty

*(varies by number of people per household – a family of 4 [2 adults and 2 children] are considered to live in poverty if they earn less than \$27k per year)*

- The Region has Census tracts with concentrations of more than 40% of households living below the poverty level

### Cost of Transportation

*(as a percent of total household income)*

- Regional average transportation cost is 27%
- Regional average combined housing and transportation cost is 59%



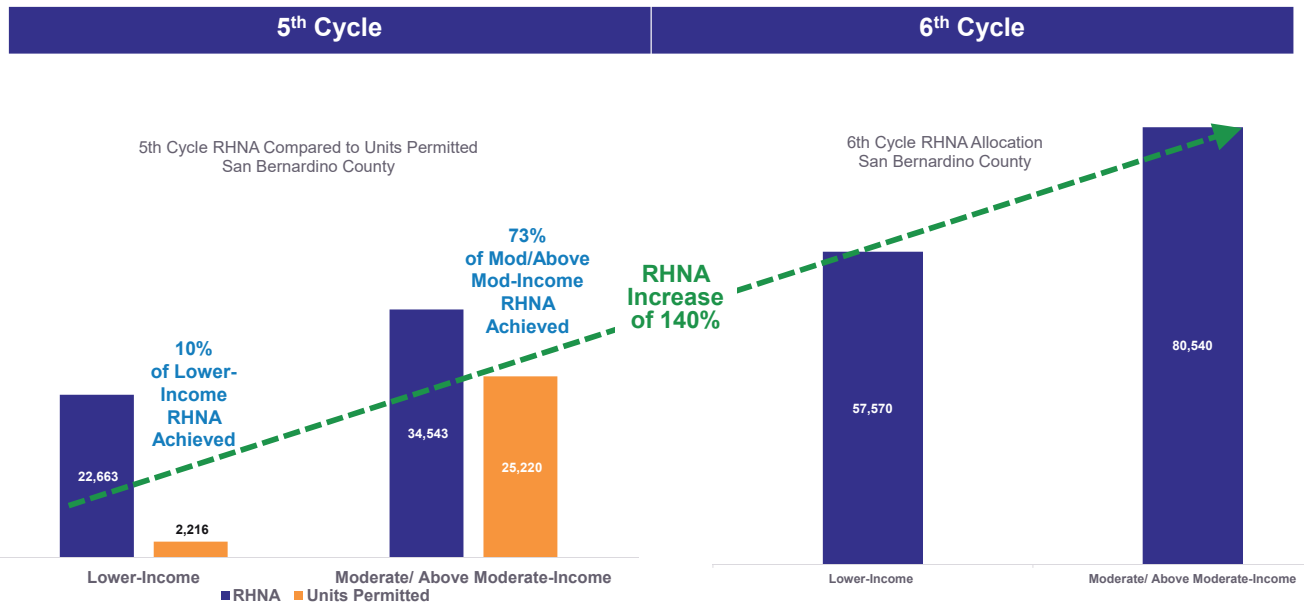
### Tax Credit - Higher Resource Areas

*(higher resource areas are more competitive for accessing TCAC funds for affordable housing)*

- Most areas in the region fall within the moderate to low resource categories.

8

## Regional Housing Needs Assessment (RHNA) Cycles



9

03

## Steps Taken To Date





## Strategic Plan

Outreach  
Summary

Housing Need  
Analysis

Funding  
Opportunity  
Analysis

Housing Trust  
Activities

Affordable  
Housing and  
Project Pipeline  
Inventory

Local Funding  
Gap Analysis

11



## Outreach Summary

Outreach to all SBCOG member jurisdictions

Individual meetings with 15+ member jurisdictions

Letters of Interest Received from 10 member jurisdictions

Interviews with outside organizations

- Orange County Housing Finance Trust
- County of Orange
- San Gabriel Valley Regional Housing Trust
- Inland SoCal Housing Collective
- San Diego Innovative Housing Trust

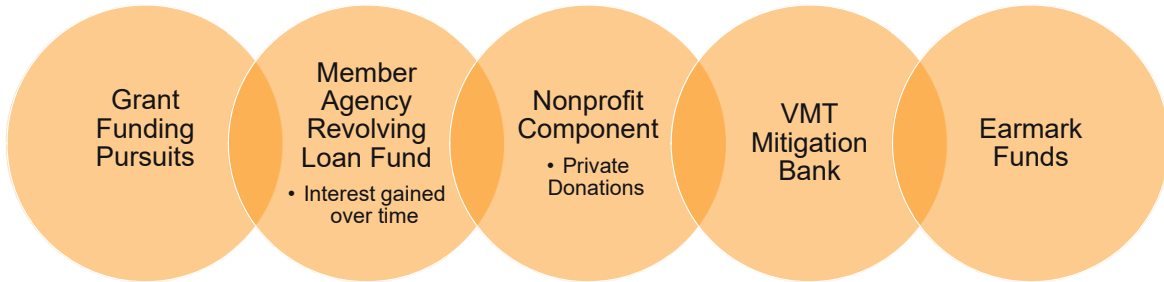
Group Presentations

- SBCOG Board and Ad-Hoc Committee
- City/County Managers
- Planning Directors
- City Councils

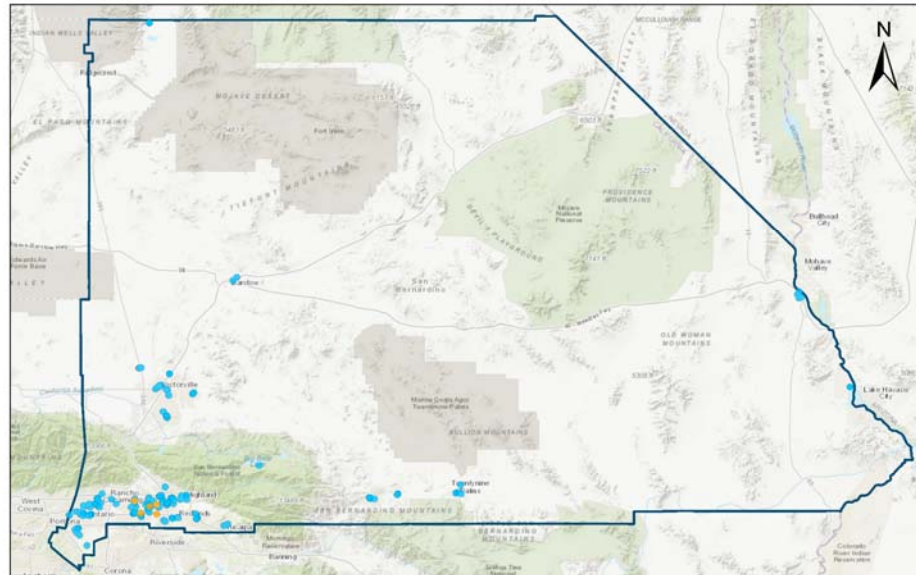
12



## Funding Opportunity Analysis



13



### Affordable Housing Inventory

#### Project Status

- Existing Affordable Housing
- Pipeline Affordable Housing Development

San Bernardino County

Source: California Tax Credit Allocation Committee, 2022  
California Housing Partnership, 2022

0 20 40 80 Miles

14



## Local Funding Gap Analysis

### 5 Recently Completed Developments

- 445 affordable units created
- \$247,258,861 total investment
- Local funding share is **33%** total project cost

### 4 Pipeline Projects

- 321 affordable units
- \$146,880,151 total investment
- Local funding share is **35%** total project cost

*\*Local funds provide a notable financing layer that closes the affordable housing development gap.*

15

# 04

## Housing Trust Structure





## Purpose and Structure

- Includes the following:

- Vision

- The San Bernardino Regional Housing Trust will attract significant funding and affordable housing development interest into the San Bernardino region. Through strong participatory governance, member jurisdictions will increase the region's affordable housing supply, reduce household overcrowding, increase equitable access to community resources, and provide financial relief for vulnerable and cost-burdened households.*

- Goals

- Increase/preserve region's affordable housing supply
    - Attract affordable housing developers
    - Increase housing opportunities
    - Protect against displacement and poor housing conditions



## Programming Priorities

**A program  
or  
organization  
that raises  
funding for:**

**New Construction of Affordable Housing**

**Affordable Housing Preservation or Rehabilitation**

**Community Land Trusts**

**Workforce Housing**

**Pre-Development Loans**

**Down Payment Assistance**

**Financing for the Purchase of Land**





## 05

## Administration



## Proposed JPA Board of Directors Composition

- Board of Directors:
  - One Director per Jurisdiction (elected or designee by the jurisdictions' appointed body)
    - Alternates for each Director position
  - Members could be incentivized to join as founding members





## Administration

### MOU with SBCOG to Administer Housing Trust

- Staffing
  - Executive Director and agency staff
  - Independent contractors, agents, volunteers, and consultants
- Treasurer and Auditor/Controller
  - Lumped in with COG Annual Audits
- Attorney
- Account Set Up
  - Need to establish accounts and subaccounts in commercial banking institutions



# 06

## Cost of the Trust





## Projected Cost

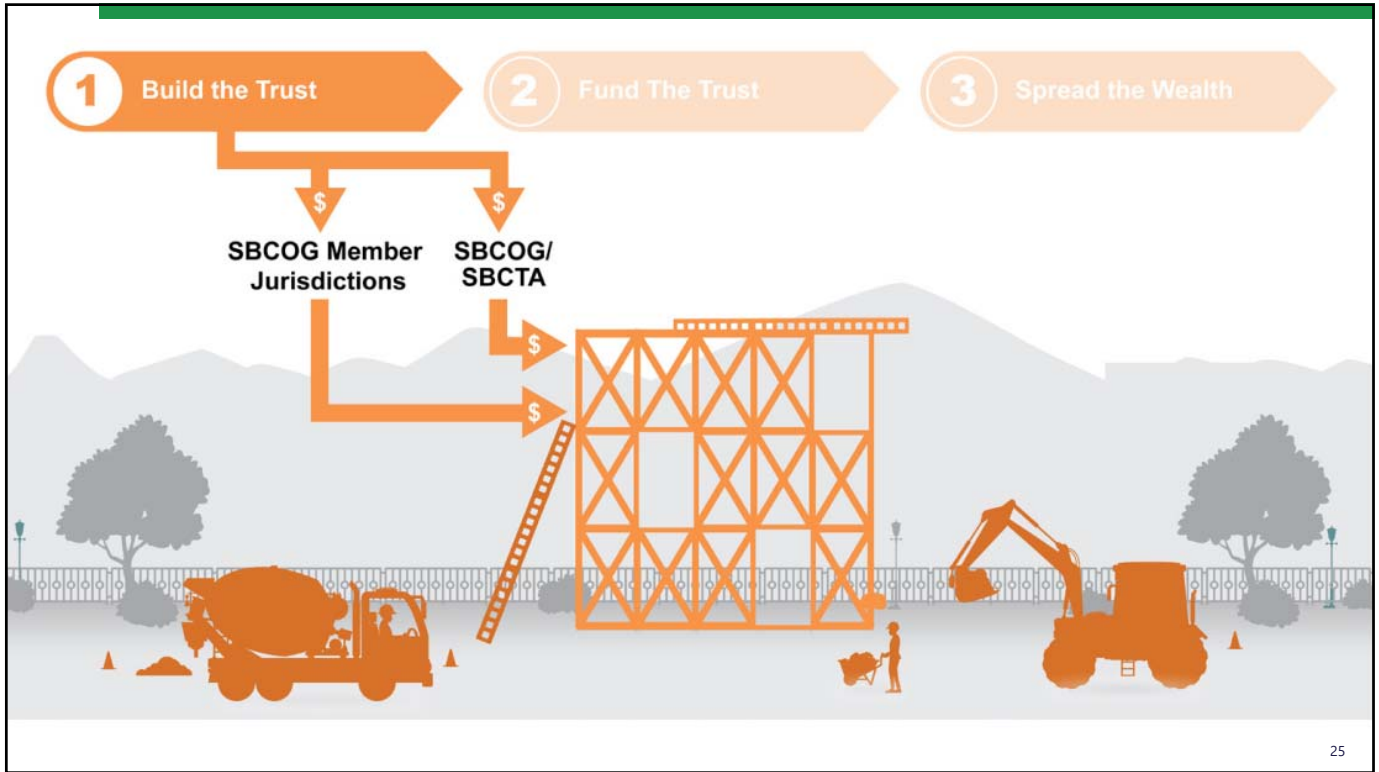
- \$315,000 Annual Operating Budget (this option totals \$315k)

Population	Annual Admin Fee
Up to 25,000	\$26,000
25,001 – 50,000	\$30,000
50,001 – 100,000	\$32,000
250,001+	\$35,000

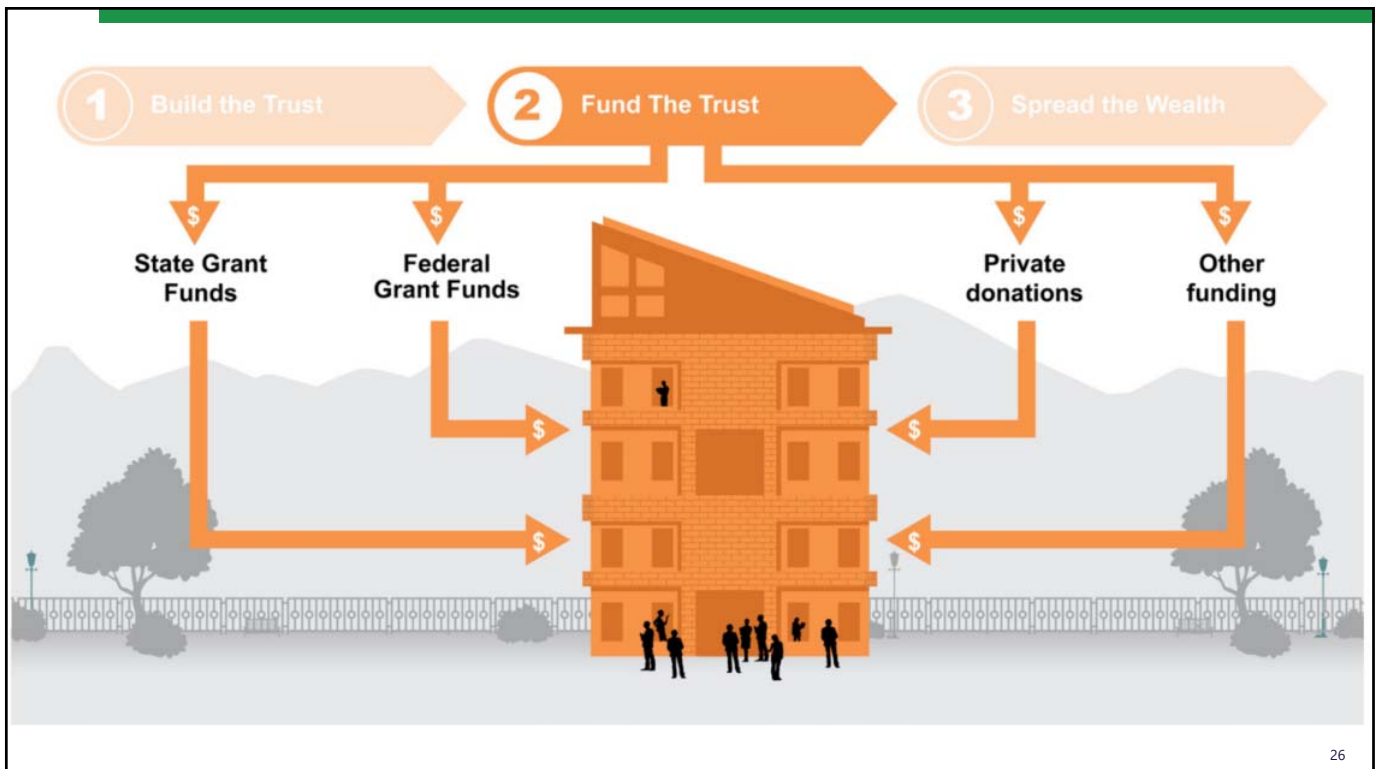


## Visualizing How it Works

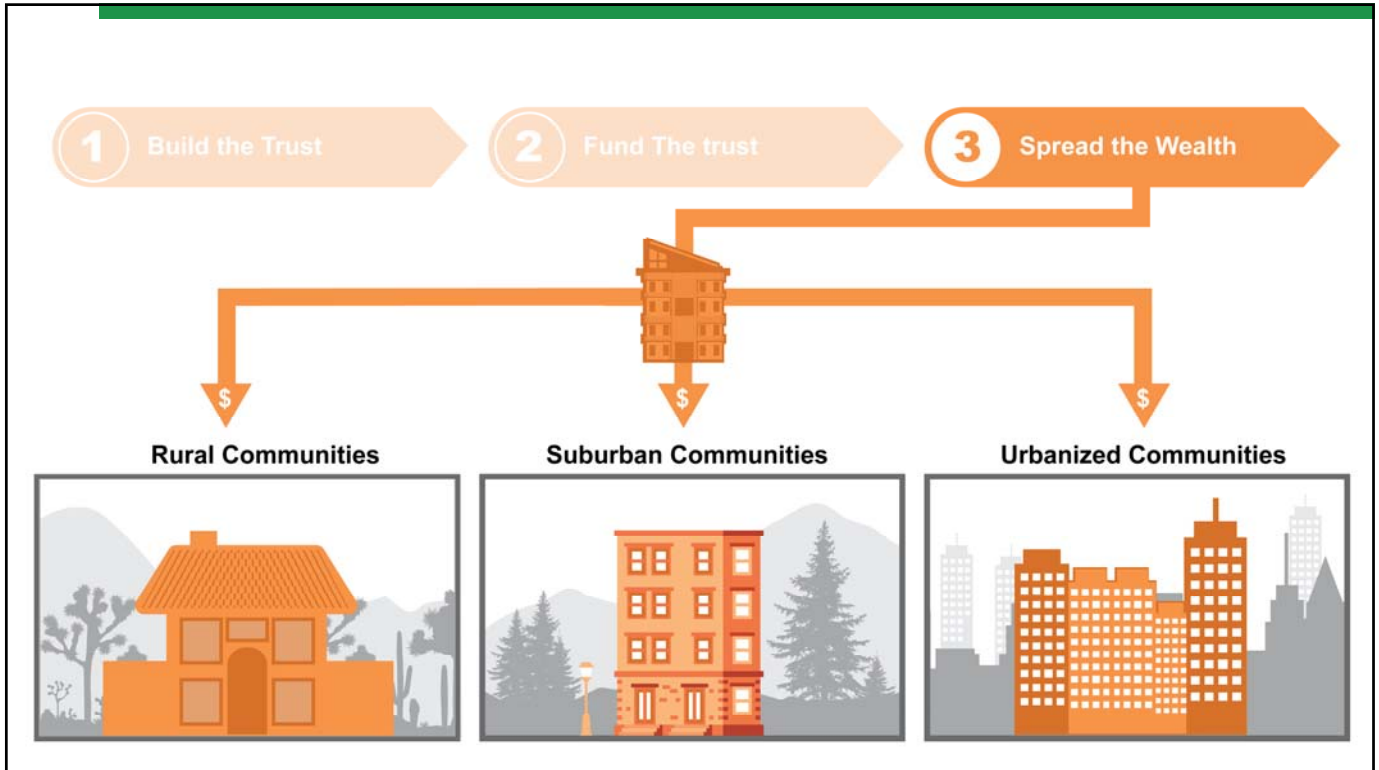




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26



08

## Next Steps



## Steps to Establish a Regional Housing Trust

**Identify Participating Jurisdictions**

**Draft Administrative Plan (based on grant criteria)**

**REAP 2.0 Funding Application**

**Establish a Joint Powers Authority (JPA)**

**Adopt an Administrative Plan**

29

## Schedule

2022

2023

October	November	December	January	February	March	April	May
<ul style="list-style-type: none"> <li>• CCMTAC</li> <li>• Letters of Interest</li> </ul>	<ul style="list-style-type: none"> <li>• CCMTAC</li> <li>• GPC</li> </ul>	<ul style="list-style-type: none"> <li>• MVSS</li> <li>• Mtn/ Desert Committee</li> <li>• Board</li> </ul>	<ul style="list-style-type: none"> <li>• Ad-Hoc Committee</li> </ul>		<ul style="list-style-type: none"> <li>• Board</li> </ul>	<ul style="list-style-type: none"> <li>• Establish JPA</li> <li>• (Ongoing)</li> <li>• REAP 2.0 Application</li> </ul>	<ul style="list-style-type: none"> <li>• Launch Housing Trust</li> <li>• (Ongoing)</li> </ul>
<b>City Council Presentations – Letters of Interest</b>							

30

# Thank you





# **ADDITIONAL INFORMATION**

# BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Paul Cook</b> Board of Supervisors	X	X										
<b>Jesse Armendarez</b> Board of Supervisors	X	X										
<b>Dawn Rowe</b> Board of Supervisors	X	X										
<b>Curt Hagman</b> Board of Supervisors	X	X										
<b>Joe Baca, Jr.</b> Board of Supervisors	X	X										
<b>Daniel Ramos</b> City of Adelanto	X	X										
<b>Art Bishop</b> Town of Apple Valley	X	X										
<b>Paul Courtney</b> City of Barstow	X	X										
<b>Rick Herrick</b> City of Big Bear Lake	X											
<b>Eunice Ulloa</b> City of Chino	X											
<b>Ray Marquez</b> City of Chino Hills	X	X										
<b>Frank Navarro</b> City of Colton		X										
<b>Acquanetta Warren</b> City of Fontana	X	X										
<b>Sylvia Robles</b> City of Grand Terrace	X	X										
<b>Rebekah Swanson</b> City of Hesperia	X	X										
<b>Larry McCallon</b> City of Highland	X	X										

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

# BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Rhodes ‘Dusty’ Rigsby</b> City of Loma Linda	X	X										
<b>John Dutrey</b> City of Montclair	X	X										
<b>Janet Jernigan</b> City of Needles												
<b>Alan Wapner</b> City of Ontario	X	X										
<b>L. Dennis Michael</b> City of Rancho Cucamonga	X	X										
<b>Paul Barich</b> City of Redlands		X										
<b>Deborah Robertson</b> City of Rialto	X	X										
<b>Helen Tran</b> City of San Bernardino	X	X										
<b>Joel Klink</b> City of Twentynine Palms	X	X										
<b>Rudy Zuniga</b> City of Upland		X										
<b>Debra Jones</b> City of Victorville	X											
<b>Bobby Duncan</b> City of Yucaipa	X	X										
<b>Rick Denison</b> Town of Yucca Valley	X	X										
<b>Rebecca Guirado</b> Interim Ex-Official Member	X	Bassem Barsom										

Communication: Attendance (Additional Information)

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, January 19, 2023. The following is a summary of the meeting.

### **FYs 2021-24 Work Program**

#### **Consider Clean Transportation Funding Award to the City of South Pasadena for Implementation of the South Pasadena Police Patrol Vehicle Electrification Program**

The City of South Pasadena submitted a proposal seeking \$499,789 towards the procurement of 10 Tesla Model Y patrol vehicles, the installation of nine police-dedicated Level II chargers, and the installation of two police-dedicated Level III chargers. The City will co-fund these project elements equally. Additionally, the City and its partners will fully fund the procurement of up to 10 Tesla Model 3 non-patrol police and detective vehicles, and the installation of up to eight additional Level II chargers and one additional Level III fast charger (these chargers would be publicly accessible). The MSRC considered the City's proposal and approved a contract award to the City of South Pasadena in an amount not to exceed \$499,789 under the Transformative Transportation Strategies & Mobility Solutions Program, as part of approval of the FYs 2021-24 Work Program.

### **Contract Modification Requests**

The MSRC considered five contract modification requests and took the following actions:

1. City of South Pasadena (Contract #ML16025), to purchase one heavy-duty natural gas vehicle and expand existing CNG station, approval of scope and value reduction and four-month term extension;
2. Los Angeles Department of Water and Power (Contract #ML16022), to purchase eight heavy-duty natural gas vehicles, approval of nine-month no-cost term extension, contingent on this being the final extension;
3. City of South Gate (Contract #ML18146), to procure five light-duty zero emission vehicles and install electric vehicle charging infrastructure, approval of one-year no-cost term extension, contingent on this being the final extension;
4. City of Carson (Contract #ML18057), to procure five light-duty zero emission vehicles and install electric charging infrastructure, approval of an extension with a

deadline to begin operation of the stations no later than December 15, 2023, and three years to operate from the date the stations commence operation; and

5. SCAG (Contract #MS21005), to implement Last Mile Freight Program, approval of reallocation of funding between projects.

#### **Contracts Administrator's Report**

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2008-09 to the present.



# COMMITTEE MEMBERSHIP

**San Bernardino County Transportation Authority (SBCTA)**  
**Representatives on SCAG Committees**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County † Community of Concern Appointee	F. Navarro L. McCallon D. Robertson L. Michael R. Marquez R. Putz L. Becerra C. Hagman G. Reyes	G. Reyes	D. Robertson     R. Putz	F. Navarro L. McCallon     L. Becerra C. Hagman
†† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Acquanetta Warren Sylvia Robles Helen Tran	Cynthia Moran Rick Denison Damon Alexander	John Dutrey

**Rules of Appointment**

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

**Terms of Appointment**

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † Community of Concern appointee, appointed by the County Regional Council representative for a two-year term. †† SBCTA Regional Council Representative serves a two-year term from the date of appointment.

**Stipend Summary**

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

**Meeting Information**

The regular meetings of SCAG Regional Council and Policy Committees are on the 1<sup>st</sup> Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

**Policy Committees**

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

**Transportation:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

## Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/24
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$100 payment from Gold Line Authority for participation.	12/31/23 12/31/24
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Deborah Robertson, Rialto Art Bishop, Apple Valley	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. Stipends for the Executive Committee are not an allowable expense under the CPUC rules.	12/31/24 12/31/24 12/31/24
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary John Dutrey, Montclair, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 12:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/24 12/31/24
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/24 12/31/24

Communication: Appointments to External Agencies (Committee Membership)

## Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Deborah Robertson, Rialto	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4<sup>th</sup> Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	12/31/26
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/24
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Deborah Robertson, Rialto	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/24

Communication: Appointments to External Agencies (Committee Membership)

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>General Policy Committee</b> Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.  (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Past President)  <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Rhodes "Dusty" Rigsby, Loma Linda Joe Baca, Jr., Supervisor  <u>Mountain/Desert</u> Art Bishop, Apple Valley (Vice Chair/President/MDC Chair) Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor (Chair/Vice President/MVSS Chair)  Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2023 6/30/2023 6/30/2023 6/30/2023  6/30/2023 6/30/2023 6/30/2023 6/30/2023  6/30/2023 6/30/2023 6/30/2023 6/30/2023  Indeterminate (6/30/2023)
<b>Transit Committee</b> Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member  (Brown Act)	Ray Marquez, Chino Hills** (Chair) Rick Denison, Yucca Valley (Vice Chair) Eunice Ulloa, Chino Frank Navarro, Colton Acquanetta Warren, Fontana Sylvia Robles, Grand Terrace Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Dawn Rowe, Supervisor Joe Baca, Jr., Supervisor	Indeterminate (6/30/2023) 12/31/2024 (6/30/2023) 12/31/2024 12/31/2023 12/31/2023 12/31/2024 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2024 12/31/2024

Communication : Committee Membership (Committee Membership)

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>Mountain/Desert Committee</b> Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion.  The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.  (Brown Act)	Art Bishop, Apple Valley (Chair) Paul Cook, Supervisor (Vice Chair) Daniel Ramos, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Rebekah Swanson, Hesperia Janet Jernigan, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
<b>Legislative Policy Committee</b> Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member  Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body.  Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations.  (Brown Act)	Art Bishop, Town of Apple Valley (President) Dawn Rowe, Supervisor (Vice President) Curt Hagman, Supervisor (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Paul Cook, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2024 12/31/2024 12/31/2024 12/31/2024

### Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

### Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.  (Brown Act)	Board of Directors Dawn Rowe, Supervisor (Chair) Paul Cook, Supervisor (Vice Chair)	6/30/2023 6/30/2023

**Meeting Time:** Second Thursday, 9:30 a.m., SBCTA Office



**I-10 and I-15 Corridor Joint Sub-Committee**

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
<b>I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee</b> Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors.  (Brown Act)	Alan Wapner, Ontario (Chair) Art Bishop, Town of Apple Valley (Vice Chair) Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana	12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024

**Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)  Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members  (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works  At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Reach Out Morongo Basin Loma Linda University Health	On-going On-going On-going On-going On-going On-going  5/31/2024 9/30/2023 9/30/2023 6/30/2025 5/31/2024

**Meeting Dates and Time:** Bi monthly, beginning in January, 2<sup>nd</sup> Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)



### Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A) Gerry Newcombe (B) Vacant (C) Vacant (D) Vacant (E) Art Bishop, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>10/31/24 12/31/24</p>

### SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Emerging Technology Ad Hoc Committee</b></p> <p>On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2023.</p>	<p>Art Bishop, Apple Valley Frank Navarro, Colton Acquanetta Warren, Fontana John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Curt Hagman, Supervisor</p>

Communication: Committee Membership (Committee Membership)

<b>Housing Trust Ad Hoc Committee</b> On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2023.	Eunice Ulloa, Chino Deborah Robertson, Rialto Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Debra Jones, Victorville Rick Denison, Yucca Valley Curt Hagman, Supervisor
<b>Transportation Investment Plan Ad Hoc Committee</b> On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look at future Measure options and make recommendations relating to any future local measure. This ad hoc has a term end date of December 31, 2023.	Art Bishop, Apple Valley Sylvia Robles, Grand Terrace Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Joel Klink, Twentynine Palms Debra Jones, Victorville

### SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<b>Transportation Technical Advisory Committee (TTAC)</b> Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors.  The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
<b>City/County Manager's Technical Advisory Committee (CCM TAC)</b> The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns.  The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
<b>Planning and Development Technical Forum (PDTF)</b> Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance.  The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).

<b>Project Development Teams</b>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	Varies with the PDT.
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## 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