AGENDA

General Policy Committee Meeting

March 8, 2023

9:00 AM

Location

San Bernardino County Transportation Authority

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

General Policy Committee Membership

Chair – Vice President
Dawn Rowe, Supervisor
County of San Bernardino

President
Art Bishop, Council Member
Town of Apple Valley

Past President
Curt Hagman, Supervisor
County of San Bernardino

West Valley Representatives
Ray Marquez, Council Member
City of Chino Hills, TC Chair

Acquanetta Warren, Mayor
City of Fontana

Alan Wapner, Council Member
City of Ontario

Mt./Desert Representatives
Debra Jones, Mayor
City of Victorville

Rick Denison, Mayor
Town of Yucca Valley

East Valley Representatives
Frank Navarro, Mayor
City of Colton

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Council Member
City of Loma Linda

Joe Baca, Jr., Supervisor
County of San Bernardino

San Bernardino County Transportation Authority
San Bernardino Council of Governments

AGENDA

General Policy Committee Meeting

March 8, 2023
9:00 AM

Location
SBCTA
First Floor Lobby Board Room
1170 W. 3rd Street, San Bernardino, CA 92410

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

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

CALL TO ORDER

(Meeting Chaired by Dawn Rowe)

i. Pledge of Allegiance

ii. Attendance

iii. Announcements

iv. Agenda Notices/Modifications - Alexandria Ojeda

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. 10

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. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

Consent - Administrative Matters

2. February 2023 Procurement Report Pg. 11

Receive the February 2023 Procurement Report.
Presenter: Beatriz Valdez

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

DISCUSSION ITEMS

Discussion - Administrative Matters

3. Fiscal Year 2022/2023 Budget Amendments Pg. 22

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

A. Approve an increase in budget for Fiscal Year 2022/2023 for Task No. 0550 – Allocations/Pass-Throughs by $2,260,600 to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass Through Programs in the Valley, Victor Valley, and North Desert Subareas of the County of San Bernardino (County) (Funds 4140, 4240, and 4340, respectively); and

B. Approve an increase in budget for Fiscal Year 2022/2023 for Task No. 0310 – Transit Allocations/Pass-Throughs by $776,200 to be funded by an increase in anticipated MSI sales tax revenue for the Senior and Disabled Transit Service Programs in the Valley, Victor Valley, and North Desert Subareas of the County (Funds 4170, 4270, and 4370, respectively); and

C. Approve an amendment to the Fiscal Year 2022/2023 Budget for Task No. 0315 – Transit Capital to substitute $3,688,000 Public Transportation Modernization, Improvement, and Service Enhancement Account funds (Fund 2610) with MSI Valley Metrolink/Rail Service Program funds (Fund 4150) in the amount of $3,688,000, for a zero net increase to the fiscal year budget.

D. Approve an amendment to the Fiscal Year 2022/2023 Budget for Task No. 0314 – Transit Operations to substitute $9,000,000 Federal Transit Administration 5307 Congestion Mitigation and Air Quality funds (Fund 2122) with MSI Valley Metrolink/Rail Service Program funds (Fund 4150) in the amount of $9,000,000, for a zero net increase to the fiscal year budget.
Presenter: Lisa Lazzar

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

4. Report on Fiscal Year 2021/2022 Measure I Local Street Program Fund Audits Pg. 25

Receive report on the audit status for Fiscal Year 2021/2022 Measure I Local Street Program funds for the Cities of Adelanto, Fontana, Rialto, San Bernardino and Victorville.
Presenter: Lisa Lazzar

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

5. Release Request for Proposals No. 23-1002875 for MSI and TDA Audits and agreed upon procedures for parking fees Pg. 26

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

Approve release of Request for Proposals No. 23-1002875 for auditing services for the Measure I pass-throughs, Transportation Development Act funding, and agreed upon procedures for parking fees.
Presenter: Lisa Lazzar

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

6. Memberships to Regional, State and National Organizations Pg. 34

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

Approve the SBCTA and SBCOG memberships to regional, state and national organizations as listed below.
Presenter: Carrie Schindler

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

7. Fiscal Year 2022/2023 Budget Action Plan - Third Quarter Report Pg. 39

Receive the Fiscal Year 2022/2023 Budget Action Plan - Third Quarter Report.
Presenter: Carrie Schindler

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

Discussion - Regional/Subregional Planning

8. Development Mitigation Annual Report for Fiscal Year Ending June 30, 2022 Pg. 50

Receive information on the Development Mitigation Annual Report for Fiscal Year ending June 30, 2022.
Presenter: Ginger Koblasz

This item is not scheduled for review by any other policy committee or technical advisory committee. This item was reviewed by the Transportation Technical Advisory Committee on January 30, 2023.

9. Award Contract No. 23-1002864 to Alta Planning + Design, Inc. for the San Bernardino County Safe Routes To School Program (Phase IV): Implementation at 33 Schools Project Pg. 54

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

Award Contract No. 23-1002864 in the amount of $995,440 with Alta Planning + Design, Inc., for the San Bernardino County Safe Routes to School Program (Phase IV): Implementation at 33 Schools Project.
Presenter: Ginger Koblasz

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

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Colleen Franco

Unrepresented Employee: All Unrepresented Employees of SBCTA

ADJOURNMENT

Additional Information

Attendance Pg. 89
Acronym List Pg. 90
Mission Statement Pg. 92

The next General Policy Committee meeting is scheduled for April 12, 2023.

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 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

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

Agenda Actions – Items listed on both the "Consent Calendar" and "Discussion" contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken 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

Minute Action

AGENDA ITEM: 1

Date: March 8, 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
9	23-1002864	Alta Planning + Design, Inc. *Steve Frieson*	None

Financial Impact:
This item has no direct impact on the Budget.

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

Responsible Staff:
Carrie Schindler, Deputy Executive Director

Approved
General Policy Committee
Date: March 8, 2023

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: March 8, 2023

Subject:
February 2023 Procurement Report

Recommendation:
Receive the February 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:

- No new contracts were executed.
- One (1) contract amendment was executed with no change to the contract amount.
- No CTOs were executed.
- No CTO amendments were executed.
- No Contingency Amendments were executed.
- Two (2) purchase orders were executed for a total cost of $68,086.15.
- One (1) purchase order amendment was executed with no change to the purchase order amount.
- Three (3) RFPs were released.

Below is a summary of the actions taken by CityCom:

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

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

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

Responsible Staff:
Beatriz Valdez, Director of Special Projects/Strategic Initiatives

Approved
General Policy Committee
Date: March 8, 2023

Witnessed By:

Attachment A

February 2023 Contract Actions

New Contracts Executed:

Contract No.	Description of Services	Vendor Name	Contract Amount
None			

Attachment: February 2023 Procurement Report Attachment A (9406 : February 2023 Procurement Report)

Attachment A

February 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
22-1002757 No. 1	To replace Price Form with a more detailed version with no changes to the total cost for the construction management services for I-15 Corridor Freight and Express Lanes Project (Contract 1).	TRC Engineers Inc.	Original	$29,538,703.11
			Prior Amendments(CTOs)	$0.00
			Current Amendment	**$0.00**
			Total Contract Amount	$29,538,703.11

Attachment: February 2023 Procurement Report Attachment A (9406 : February 2023 Procurement Report)

Attachment A

February 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
None				Original	$0.00
				Prior Amendments	$0.00
				Current Amendment	**$0.00**
				Total CTO Amount	$0.00

Attachment: February 2023 Procurement Report Attachment A (9406 : February 2023 Procurement Report)

Attachment A

February 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
None			Original	$0.00
			Prior Amendments	$0.00
			Prior Contingencies	$0.00
			Current Contingency	**$0.00**
			Amended Contract Amount	$0.00

Attachment: February 2023 Procurement Report Attachment A (9406 : February 2023 Procurement Report)

Attachment A

February 2023 Purchase Order Actions

Purchase Orders Executed:

PO No.	PO Posting Date	Vendor Name	Description of Services	PO Dollar Amount
4002339	02/22/2023	County of San Bernardino	City County Conference Fee Reimbursement	$66,586.15
4002346	02/27/2023	G/M Business Interiors	Sole Source - Modular Wall Move	$1,500.00

Attachment: February 2023 Procurement Report Attachment A (9406 : February 2023 Procurement Report)

Attachment A

February 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
4002335	Printing Services – to update funding sources.	County of San Bernardino, Purchasing Department	Original	$10,000.00
			Prior Amendments	$0.00
			Current Amendment	**$0.00**
			Amended PO Amount	$10,000.00

Attachment: February 2023 Procurement Report Attachment A (9406 : February 2023 Procurement Report)

Attachment B

February 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
02/09/2023	23-1002933	$12,500	06/01/2023	Economist services to provide economic statistics for the region and projection of Measure I sales tax.
02/14/2023	23-1002950	$100,000	06/01/2023	Trustee services to ensure bond and loan requirements are continued to be met.
02/14/2023	23-1002932	$5,000	06/01/2023	Banking and credit card services for the daily operations of the agency.

Attachment: February 2023 Procurement Report Attachment B (9406 : February 2023 Procurement Report)

Attachment C

February 2023 CityCom's Issued Contracts

New Contracts Executed:

Contract No.	Description of Services	Vendor Name	Contract Amount
None			

Attachment: February 2023 Procurement Report Attachment C (9406 : February 2023 Procurement Report)

Attachment C

February 2023 CityCom's Issued Purchase Orders

New Purchase Orders Executed:

PO No.	Vendor Name	Description of Services	PO Dollar Amount
None			

Attachment: February 2023 Procurement Report Attachment C (9406 : February 2023 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: March 8, 2023

Subject:
Fiscal Year 2022/2023 Budget Amendments

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

A. Approve an increase in budget for Fiscal Year 2022/2023 for Task No. 0550 – Allocations/Pass-Throughs by $2,260,600 to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass Through Programs in the Valley, Victor Valley, and North Desert Subareas of the County of San Bernardino (County) (Funds 4140, 4240, and 4340, respectively); and

B. Approve an increase in budget for Fiscal Year 2022/2023 for Task No. 0310 – Transit Allocations/Pass-Throughs by $776,200 to be funded by an increase in anticipated MSI sales tax revenue for the Senior and Disabled Transit Service Programs in the Valley, Victor Valley, and North Desert Subareas of the County (Funds 4170, 4270, and 4370, respectively); and

C. Approve an amendment to the Fiscal Year 2022/2023 Budget for Task No. 0315 – Transit Capital to substitute $3,688,000 Public Transportation Modernization, Improvement, and Service Enhancement Account funds (Fund 2610) with MSI Valley Metrolink/Rail Service Program funds (Fund 4150) in the amount of $3,688,000, for a zero net increase to the fiscal year budget.

D. Approve an amendment to the Fiscal Year 2022/2023 Budget for Task No. 0314 – Transit Operations to substitute $9,000,000 Federal Transit Administration 5307 Congestion Mitigation and Air Quality funds (Fund 2122) with MSI Valley Metrolink/Rail Service Program funds (Fund 4150) in the amount of $9,000,000, for a zero net increase to the fiscal year budget.

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

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

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

Task No. 0550 – Allocations/Pass-Throughs of $2,260,600 for anticipated MSI revenue increases for the Local Street Pass-Through Program and Task No. 0310 – Transit Allocations/Pass-Throughs of $776,200 for anticipated MSI revenue increases for the Senior and Disabled Transit Service Program.

SBCTA, based on Ordinance 04-01, administers MSI 2010-2040 programs and allocates funds to the participating agencies. SBCTA staff compares actual MSI receipts through December in the amount of $130,810,023 to the fiscal year budget of $250,000,000, and utilizes the services of HdL Companies for sales tax projections. HdL Companies project sales tax revenue for the fiscal year to end at $257,000,000.

Since the revenue is based on sales tax and population by subarea, the analysis was performed at the subarea level. The Fiscal Year 2022/2023 Budget for MSI Local Street Pass-Through was approved for $66,117,600 and the Senior and Disabled Transit Service Program funds were approved for $18,353,700. The sales tax revenue increase will require a budget adjustment of $2,260,600 for Task No. 0550 and $776,200 for Task No. 0310, as detailed in the financial impact section of this agenda item.

The recommended budget adjustments will provide sufficient appropriations to process payments to local jurisdictions for MSI Local Street Pass-Through and the Senior and Disabled Transit Service Program funds.

Recommendations C and D:

The Fiscal Year 2022/2023 Budget was approved by the Board on June 1, 2022. The budgeting process for the Fiscal Year 2022/2023 Budget began in January 2022 with final expense forecasts due no later than March 2022. With this early preparation, staff must project anticipated expenses through the end of the existing fiscal year. This has a direct impact on the budget needed for projects in Fiscal Year 2022/2023 as staff work with vendors to determine expenditures through the end of June 2022 and identify forecasted costs for the upcoming year through June 2023. Now that all expenses for Fiscal Year 2021/2022 have been incurred and reconciled, the Transit & Rail Department has reviewed all projects and their respective budgets for the current Fiscal Year 2022/2023, and determined a need for a fund swap budget amendment for the Arrow Service Operations and Redlands Passenger Rail Project (RPRP).

As operations for the Arrow Service began on October 24, 2022, the RPRP began the closeout process by reconciling costs and closing out contracts. During the reconciliation process, it was determined that excess Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) budget was identified to offset expenditures dedicated as locally funded with MSI Valley Metrolink/Rail Service Program (MSI Rail) funds. Recommendation C allows a budget amendment to support the use of proper funding to stay within compliance of the dedicated program budget.

The Board approved the Arrow Service Operations subsidy funding on October 5, 2022, to be funded with Federal Transit Administration 5307 Congestion Mitigation and Air Quality (CMAQ) funds and MSI Rail funds. Additionally, SBCTA utilized MSI Rail funds to meet SBCTA's subsidy obligations to Southern California Regional Rail Authority (SCRRA), which

will be offset by future invoice credits as a cash flow mechanism until CMAQ fund reimbursements occur. Recommendation D allows a budget amendment to support the use of MSI Rail funds for the Arrow Service Operations subsidy.

Financial Impact:
This item is not consistent with the Fiscal Year 2022/2023 Budget. Approval of this item will authorize budget amendments to several funds (Fund: 4140 - $1,855,400; 4170 - $742,600; 4240 - $300,600; 4270 - $26,400; 4340 - $104,600; 4370 - $7,200; 2122 - ($9,000,000); 2610 - ($3,688,000); 4150 - $12,688,000) in the Fiscal Year 2022/2023 Budget.

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

Responsible Staff:
Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: March 8, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 4

Date: March 8, 2023

Subject:
Report on Fiscal Year 2021/2022 Measure I Local Street Program Fund Audits

Recommendation:
Receive report on the audit status for Fiscal Year 2021/2022 Measure I Local Street Program funds for the Cities of Adelanto, Fontana, Rialto, San Bernardino and Victorville.

Background:
San Bernardino County Transportation Authority (SBCTA) policies concerning the Measure I 2010-2040 Local Street Programs state that if a jurisdiction is not able to meet the Compliance Audit Deadline, the jurisdiction may submit a letter requesting an extension and specifying the period of the requested extension for consideration by the General Policy Committee and then the SBCTA Board of Directors (Board). No letters were received.

The Cities of Fontana, Rialto, San Bernardino and Victorville were granted an automatic two-month extension to complete the Fiscal Year 2021/2022 Measure I Audit on Local Street Program Funds. The audits, due on February 28, 2023, are still pending. The City of Adelanto has not completed the audits for Fiscal Year 2020/2021 or Fiscal Year 2021/2022.

SBCTA staff has informed the City staff that, based on policy, withholding of Measure I funds will commence in March 2023. The funds will be released upon completion of the Measure I audit for each city. The City of Adelanto is currently subject to withholding. The total amount withheld from Adelanto from September 2021 through February 2023 is $1,844,130.61.

Financial Impact:
This item has no financial impact on the Fiscal Year 2022/2023 Budget. Any withholding of Measure I funds will be recorded as a payable until the funds are released.

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

Responsible Staff:
Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: March 8, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 5

Date: March 8, 2023

Subject:
Release Request for Proposals No. 23-1002875 for MSI and TDA Audits and agreed upon procedures for parking fees

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

Approve release of Request for Proposals No. 23-1002875 for auditing services for the Measure I pass-throughs, Transportation Development Act funding, and agreed upon procedures for parking fees.

Background:
San Bernardino County Transportation Authority (SBCTA) staff requests the release of a Request for Proposals (RFP) No. 23-1002875 for a Consultant to provide auditing services for Measure I pass-throughs and Transportation Development Act (TDA) funds and, following agreed upon procedures, for reviewing parking fee revenues and expenditures for cities charging parking fees at Metrolink stations. The audits are performed annually to ensure compliance with Ordinance 04-01 and TDA.

The scope includes compliance with Generally Accepted Accounting Standards, including use of the most current version of each of the following standards and guidelines:

- The standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards.*
- SBCTA Ordinance 04-01, *San Bernardino Valley Subarea Expenditure Plan* (Section F and H), *Mountain/Desert Expenditure Plan* (Section C and E).
- Section 6664 of the TDA in Title 21 of the California Code of Regulations discusses the fiscal and compliance audits of all agencies receiving TDA funds (claimants). Section 6666 provides the compliance audit tasks for claimants receiving TDA funds for non-transit purposes, and Section 6667 provides the compliance audit tasks for claimants receiving TDA funds for transit purposes.
- Proposition 1B Compliance Requirements. Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds received through the California Department of Transportation (Caltrans).
- California Transit Security Grant Program - California Transit Assistance Funds (CTSGP-CTAF) funds received through California Office of Emergency Services or any other State agency.

Staff recommends approval to release the RFP.

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

Reviewed By:
This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the RFP.

Entity: San Bernardino County Transportation Authority

Responsible Staff:
Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: March 8, 2023

Witnessed By:

SCOPE OF WORK

GENERAL

San Bernardino County Transportation Authority (SBCTA) requested proposals from qualified certified public accounting firms to audit its Jurisdictions on Measure I pass-through (consisting of local streets and Senior & Disabled funds) for the Fiscal Years ending June 30, 2023, 2024, 2025, 2026, and 2027, with the option for two (2) additional one-year terms and agreed upon procedures on parking fees. SBCTA acting as the regional transportation agency is responsible for ensuring that all claimants to whom it directs allocation of funds pursuant to Public Utilities Code, Chapter 4, of the Transportation Development Act (TDA) submit an annual certified compliance and fiscal audit of funds received. SBCTA is also required to certify compliance of Measure I Pass-Through recipients with the requirements of the San Bernardino County Transportation Authority Ordinance 04-01, and accompanying Measure I Policies.

AUDITING STANDARDS TO BE FOLLOWED

The audits are to be performed by the consultant in accordance with generally accepted auditing standards, including use of the most current version of each of the following standards and guidelines:

- The standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*
- San Bernardino County Transportation Authority ordinance 04-01, *San Bernardino Valley Subarea Expenditure Plan* (Section F and H), *Mountain Desert Expenditure Plan* (Section C and E)
- Transportation Development Act regulations in Title 21 of the California Code of Regulations Section 6664 discusses the fiscal and compliance audits of all claimants. Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants.

Transportation Development Act

- Funds are typically allocated upon project completion however some projects are allow progress payment(s). Complete examination of financial activities, including internal systems of checks and balances, on or before December 30th of each audit year.
- Financial examination must encompass both expenditure and projects for which funds were allocated but expended. A listing of all major projects comparing actual revenues/expenses to budgeted revenues/expenses must be included in the audit report, as well as an accounting of interest earned on the funds. The report shall include the audited amounts for the fiscal year prior to the year audited.
- Compliance examination of the claimants' transportation activities under the Transportation Development Act; including, to the extent applicable, the task contained in the SBCTA Compliance Audit Guide
- A compliance examination of the operator's implementation of the Uniform System of Accounts for Public Transit Operators, under PUC 66343 and where applicable the updated National Transit Database (NTD) Reporting Manuals as required by 49 USC. 5335(a), formerly Section 15.

  - **Article 3 Bicycle & Pedestrian**
  - **Article 8a Local Streets and Roads**

Measure I 2010-2040 Local Street & Senior and Disabled (Ordinance 04-01)

- SBCTA receives a one-half of one percent retail transaction and use tax, which is dedicated for transportation planning, design, construction, operation and maintenance only in the San Bernardino County. Within this ordinance SBCTA provides a Pass- through of Local Streets and Senior and Disabled Transit Service funds to the local jurisdictions. Preparation of an audit report for the Measure I 2010-2040 Local Pass- through receipts for pe

Attachment: RFP23-1002875 Attachment A SOW - PDF (9323 : Release RFP for MSI and TDA Audit and parking fees)

ending June 30th of each audit year.

- Financial examination of activities, including internal systems of checks and balances, during the specified period. The examination must encompass both project expenditures and projects for which funds were received but not expended. A listing of all projects comparing actual revenues/expenses to the Measure I Five Year Capital Improvement Program adopted by the local governing board for the specified period must be included in the audit report, as well as an accounting of interest earned on the funds. The project listing shall illustrate the street or project names, project limits, and type of improvement. The report shall also contain an examination of expenditures, statement of revenue and expenses and balance sheet for each component of the special Measure I fund.
- Compliance Examination with provision of Ordinance 04-01 and the Expenditure Plan, adopted by the Authority relating to the expenditure of Measure I revenue
    - **San Bernardino Valley Subarea Expenditure Plan**
        - Section F Local Streets
        - Section H Senior and Disabled Transit Services
    - **Mountain Desert Expenditure Plan**
        - Section C Local Streets
        - Section E Senior and Disabled Transit Services

REQUIRED REPORTS TO SBCTA

Following the completion of the audit of the fiscal year's financial statement, the Auditor shall issue the following reports and letters:

1. Local Transportation Fund (LTF) Financial and Compliance Report
2. State Transit Assistance Fund (STAF) Financial and Compliance Report
3. Report on applying agreed upon procedures for Appropriations limit calculation
4. Management Letter (if required)
5. Preparation of the State Controllers Report

Provide electronic copy of the "Draft" Audit Report and Final to SBCTA and Jurisdiction by December 30th of each audit year.

Additional Considerations

- **Working Papers:** All working papers shall be retained by the auditor for a minimum of four (4) years after the conclusion of the engagement unless authorized to do otherwise in writing by SBCTA. The audits may be subject to review by state and federal agencies. Accordingly, the working papers shall be made available upon request.
- **Audit Schedule:** The work to be performed shall be arranged with the individual recipients after the conclusion of a planning meeting with the Commission and the Commission's issuance of audit notification letters to each jurisdiction recipients.
- **Audit Timelines:** Effective for the first year of the contract the contractor's timelines are extended for 30 days. Thereafter, the specified timelines can be extended for up to an additional 30 days, with approval of SBCTA, depending upon the condition of each jurisdiction supporting data/documentation and the cooperation of each jurisdictions management throughout the audit process.
- **Audit Plan:** Planning, Risk Assessment; Preparation of the overall audit plan, conducting the interim audit, conducting the final audit, reporting. Details as laid-out in the proposal.

Attachment: RFP23-1002875 Attachment A SOW - PDF (9323 : Release RFP for MSI and TDA Audit and parking fees)

Jurisdictions/Agency

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

Transit Agencies

Omnitrans
Mountain Transit
Victor Valley Transit Authority
Morongo Basin Transit Authority
Needles Area Transit

"TRANSIT PROVIDERS SCOPE OF SERVICES" AUDITING STANDARDS TO BE FOLLOWED

The audit shall be performed to satisfy the audit requirements in accordance with the most current version of each of the following standards and guidelines:

- The standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*
- The provision of the federal Single Audit Act of 1984, the Single Audit Act Amendments of 1996, the U.S Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations,* as applicable;
- OMB's Compliance supplement titled Uniform requirements for Grants to State and Local Government and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles.
- San Bernardino County Transportation Authority Ordinance 04-01, *San Bernardino Valley Subarea Expenditure Plan* (Section F and H), *Mountain Desert Expenditure Plan* (Section C and E)

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- Transportation Development Act Regulations. CA Code Section 6664 discusses the fiscal and compliance audits of all claimants. Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants.
- Proposition 1B Compliance Requirements. Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds received through Caltrans
- California Transit Security Grant Program - California Transit Assistance Funds (CTSGP-CTAF) funds received through CalEMA or any other State agency.

REQUIRED REPORTS TO SBCTA

Following the completion of the audit of the fiscal year's financial statement, the Auditor shall issue the following reports and letters:

1. Independent Auditor's Report on Comprehensive Annual Financial Report (CAFR) or Basic Financial statements;
2. Independent Auditor's Single Audit Report (if applicable)
3. Local Transportation Fund (LTF) Financial and Compliance Report
4. State Transit Assistance Fund (STAF) Financial and Compliance Report
5. Report on applying agreed upon procedures for Appropriations limit calculation
6. Management Letter (if required)
7. Preparation of the State Controllers Report (Due prior to September 30th)
8. PTMISEA fund disclosure in the Independent Auditor's Report on Comprehensive Annual Financial Report or Basic Financial Statements
9. California Transit Security Grant Program fund disclosure in the Independent Auditor's Report on Comprehensive Annual Financial Report or Basic Financial Statements

Provide electronic copy of the "Draft" Audit Report to SBCTA and each claimant on or before November 30 of each audit year. Final Audit Report: Provide electronic copies on or before December 30th of each audit year to SBCTA and claimant.

Additional Considerations

- **Working Papers:** All working papers shall be retained by the auditor for a minimum of five (5) years after the conclusion of the engagement unless authorized to do otherwise in writing by SBCTA. The audits may be subject to review by state and federal agencies. Accordingly, the working papers shall be made available upon request.
- **Audit Schedule:** The work to be performed shall be arranged with each jurisdiction after planning meeting is concluded and SBCTA issuance of audit notification letter.
- **Audit Timelines:** The goal is for each audit to be completed by December 30th of each year. Extensions may be granted according to policy for Measure I. TDA guidelines govern the timeline for TDA audits.
- **Audit Plan:** Audit plan involves planning, Risk Assessment, Preparation of the overall audit plan, conducting the interim audit, conducting the final audit, reporting.

Attachment: RFP23-1002875 Attachment A SOW - PDF (9323 : Release RFP for MSI and TDA Audit and parking fees)

"PARKING FEES SCOPE OF SERVICES"
AGREED UPON PROCEDURES TO BE FOLLOWED

We have performed the procedures enumerated below, which were agreed to by the San Bernardino County Transportation Authority (SBCTA) solely to assist you in assessing parking fee revenues and associated expenditures related with Cooperative Agreement with the City of XX as of June 30, 202X. These procedures were prepared in accordance with Section 5.05 of the Cooperative Agreement, where the City, at the consent of SBCTA, may charge for parking fees at the X Metrolink Station, to defray cost for the maintenance and security of the station. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and associated findings are as follows:

1. Document process and procedures relating to internal controls to collect and record parking fees and related expenditures. Document items of significance.
2. Summarize revenues and expenditures recorded from inception to fiscal year 202X.
3. Inspect expenditures incurred in fiscal year 202X, to comply with Section 5.05 of the Cooperative Agreement, for purpose to:
    - Defray costs of obtaining necessary permits and approvals.
    - Maintain the commuter rail station and parking lot.
    - Provide security for commuter rail patrons during operating hours.

    We also inspected at least 50% of the expenditures, but no more than 100 transactions. We inspected the below XX transactions which covered XX% of total expenditures reported for fiscal year 202X (Note: The Chief Financial Officer may adjust the % of expenditures and total transactions based on circumstances of the auditee).

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the City's conformance with Section 5.05 of the Cooperative Agreement described above. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Attachment: RFP23-1002875 Attachment A SOW - PDF (9323 : Release RFP for MSI and TDA Audit and parking fees)

AUDIT COST ESTIMATE PER JURISDICTION AND TRANSIT OPERATOR

Jurisdictions	Annual Audit Fee
City of Adelanto	9,000
Town of Apple Valley	14,000
City of Barstow	9,000
City of Big Bear Lake	9,000
City of Chino	13,000
City of Chino Hills	7,900
City of Colton	5,000
City of Fontana	11,000
City of Grand Terrace	5,000
City of Hesperia	9,000
City of Highland	10,000
City of Loma Linda	5,000
City of Montclair	5,000
City of Ontario	9,000
City of Rancho Cucamonga	9,000
City of Redlands	9,500
City of Rialto	9,000
City of San Bernardino	9,000
County of San Bernardino	18,000
City of Twentynine Palms	9,000
City of Upland	5,000
City of Needles	5,000
City of Victorville	17,000
City of Yucaipa	3,900
Town of Yucca Valley	14,000
	229,300
Tranist Operators	
VVTA	59,000
MBTA	36,000
MARTA-Mountain Transit	34,000
Needles	15,000
Omnitrans	99,000
	243,000
Total Annual Cost	472,300
Cost for 3 years with 2-one year options	2,361,500

Attachment: RFP23-1002875 Attachment A SOW - PDF (9323 : Release RFP for MSI and TDA Audit and parking fees)

Minute Action

AGENDA ITEM: 6

Date: March 8, 2023

Subject:
Memberships to Regional, State and National Organizations

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

Approve the SBCTA and SBCOG memberships to regional, state and national organizations as listed below.

Background:
San Bernardino County Transportation Authority (SBCTA) staff is providing this listing of regional, state, and national organizations and associations, their purpose, and annual membership dues for Board consideration. SBCTA or San Bernardino Council of Governments (SBCOG) is a member of the listed organizations and benefits from membership through information relevant to the industry, through advocacy efforts for legislative and/or regulatory change, and through professional associations for program innovation and exchange. Some organizations provide regular information on regulations, funding opportunities, and regulatory requirements. A number of the organizations have provided support for SBCTA projects and programs and transportation improvements. Staff is recommending continued membership in these organizations.

Association Purpose	**Annual Dues**
American Public Transit Association (APTA) This organization works to ensure that public transportation is available and accessible for all communities in the country through advocacy, innovation and information sharing. APTA provides access to research and reports, standards development in transit, legislative updates and advocacy at the federal level, training opportunities on the latest issues and best practices for transit, and peer review data and panels to ensure our local agencies are keeping up with standards in the field.	$1,425
California Association of Coordinated Transportation (CalACT) CalACT is the largest state transit association in the United States, with nearly 300 members dedicated to promoting professional excellence, stimulating ideas and advocating for effective community transportation. CalACT is a clearing house for information and resources on transit and paratransit management. This organization also is an advocate for rural transit agencies.	$1,220
California Association of Councils of Governments (CALCOG) 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 Southern California Association of Governments (SCAG) and San Diego Association of Governments (SANDAG). CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	$12,800

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

California Foundation on the Environment and the Economy Transportation Infrastructure Project (CFEE-TIP) The CFEE-TIP members include LA Metro, Orange County Transportation Authority (OCTA), San Francisco Municipal Transportation Agency (SFMTA), Metropolitan Transportation Commission (MTC), and Riverside County Transportation Commission (RCTC). This group is designed to facilitate a productive conversation that addresses critical transportation infrastructure issues such as congestion relief, improved safety, alternative funding and delivery mechanisms such as design build and public private partnerships, and broader environmental improvement. This group also helps to educate and build consensus on infrastructure policy in California among stakeholders including transportation agencies, lawmakers, environmental organizations, labor, and community leaders.	$3,000 (*only when the Executive Director attends the annual Transportation Conference)
California Transit Association (CTA) Public sector, non-profit association of over 190 of California's largest urban, suburban, and rural transit operators, commuter rail agencies, transit support groups, transit suppliers, and government agencies. CTA is committed to a collaborative approach to advocating for improved transit operations throughout California, and works with local, state and federal legislators advocating for transit. CTA conducts state level advocacy for stable transit funding, provides access to technical reports and updates on issues specific to transit needs in California, and provides access to educational opportunities on transit practices in California.	$1,400
Government Finance Officers Association (GFOA) GFOA is a resource for finance officers across the United States and Canada. GFOA provide members guidance on new governmental standards and issues award for the budget document and annual comprehensive financial report. GFOA provides best practice information on accounting, auditing, budgeting, capital planning, debt management, financial reporting, pension and benefit administration, and treasury and investment management.	$300
Inland Action Inland Action promotes diverse economic development in the Inland Empire. They advocate on a broad array of issues including transportation policy and financing at the state and federal levels. Their membership consists of a large number of private and public interests, interlacing the business and public sectors to form the basis of strong policy advocacy.	$3,596
Inland Empire Economic Partnership (IEEP) IEEP is a private sector voice for business and quality of life in the Inland Empire. It recruits and supports business, advocates for an educated workforce, works to ensure business friendly transportation and infrastructure policy for the economic betterment of Riverside and San Bernardino Counties.	$15,000

The National Institute of Governmental Purchasing (NIGP) NIGP is a non-profit that develops, supports, and promotes the public procurement profession through premier educational and research programs, professional support, technical services, and advocacy initiatives that benefit members and other important stakeholders.	$195
Mobility 21 Organization of public, business and community stakeholders pursuing regional solutions to the transportation challenges facing Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Counties. Mobility 21 provides strong regional advocacy on transportation issues at the state and federal levels. The Board of Directors includes the CEOs of the five transportation commissions, Southern California Association of Governments (SCAG), American Automobile Association (AAA), and the major regional Chambers of Commerce.	$20,000
Self Help Counties Coalition (SHCC) Organization of 19 California county transportation agencies with voter-approved transportation sales tax measures. In Southern California, revenues from these sales tax measures exceed the combined total of state and federal transportation funds. The SHCC works closely with the California Transportation Commission, Caltrans, the Legislature and Administration, and other groups to protect the interests of the transportation authorities against diversion of transportation funds, increased Board of Equalization fees, impediments to timely project delivery, and concerns over state maintenance of effort that may arise because of the availability of local funds.	$9,700
Southern California Association of Governments (SCAG) SCAG bylaws provide for SBCTA, as one of the five County Transportation Commissions within the region, to appoint a representative to the SCAG Regional Council from its governing board, dependent upon being a dues-paying member. SBCTA's participation with SCAG is essential for the development of the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	$25,000
Gold Line Phase 2 Joint Powers Authority (GLJPA) In accordance with the GLJPA Agreement, the GLJPA was created to enable members to participate as fully as is necessary and appropriate in the planning, funding, design and construction of the Gold Line Phase II project (12.3 miles from Azusa to Montclair). It is the clear intent of the members that the GLJPA not possess any power to operate the Gold Line Phase II project or to maintain it after construction is completed and these responsibilities shall instead be the responsibility of LA Metro. It is also the clear intent of the members of the GLJPA to work closely with the Gold Line Construction Authority to promote efficient management of Gold Line Phase II project to achieve cost efficiencies and to avoid overlapping activities, all the while ensuring the rapid completion of the Gold Line Phase II project.	$3,000

Association for Commuter Transportation (ACT) ACT is the leading advocate for commuter transportation and transportation demand management (TDM). Commuting by bus, train, rideshare, bike, walking, or telework improves our world by contributing to energy independence, better air quality, livability, mobility, and reduced congestion. Through advocacy, education, and networking efforts, ACT strives to improve the lives of commuters, the livability of communities, and the economic growth of businesses.	$575
Inland Southern California Climate Collaborative (ISC3) ISC3 is a collaborative for agencies, organizations, and companies in the Inland Southern California region (San Bernardino, Riverside, and Imperial Counties) whose mission is to bolster local and regional efforts to avoid the worst effects of climate change while building resilience to the climate change impacts that communities are already facing. The formation of ISC3 was facilitated by the Local Government Commission (LGC) and funded by a Caltrans SB-1 Transportation Adaptation Planning Grant Program through SBCTA and Western Riverside Council of Governments (WRCOG). The formation of ISC3 is consistent with Senate Bill 1072 (Leyva), and the establishment of this collaborative will assist our regions under-resourced communities to access statewide public and other grant funds for climate change mitigation and adaptation purposes.	$3,000
The Inland Center for Sustainable Development (ICSD) ICSD is one of four research centers housed within the School of Public Policy at the University of California, Riverside. Established in 2020, ICSD strives to serve as a valuable source of accurate, objective information for the Inland region which includes Riverside and San Bernardino Counties. It functions as a network center, honest broker, resource and important leader in public analysis and decision-making for local and regional decision-makers. ICSD also develops research and information that will largely focus on sustainability, and how the region can best incorporate sustainable practices that can simultaneously address economic, equity, and environmental goals.	$15,000 (biennial)

Staff recommends that SBCTA/SBCOG continue its memberships with all of these organizations.

Financial Impact:
The annual cost for membership in these organizations is $104,711. Payment of membership dues is within the Executive Director's authority and funding will be incoporated into the Fiscal Year 2023/2024 Budget.

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

Responsible Staff:
Carrie Schindler, Deputy Executive Director

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Approved
General Policy Committee
Date: March 8, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 7

Date: March 8, 2023

Subject:
Fiscal Year 2022/2023 Budget Action Plan - Third Quarter Report

Recommendation:
Receive the Fiscal Year 2022/2023 Budget Action Plan - Third Quarter Report.

Background:
The San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2022/2023 Budget Action Plan (BAP) establish the Board of Directors priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. The Executive Director or his designee will provide quarterly updates on the status of the goals as listed in the attached BAP.

Financial Impact:
This item is consistent with the Adopted Fiscal Year 2022/2023 Budget.

Reviewed By:
This item is not scheduled for any other policy committee or technical advisory committee review.

Responsible Staff:
Carrie Schindler, Deputy Executive Director

Approved
General Policy Committee
Date: March 8, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

Initiative #1: Transparent and Accountable Allocation Strategies

Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients

	Action Plan	Milestones	Milestone Status	Responsibility
1A	Manage and communicate with Audit firm to plan and complete annual audits.	Q2	Completed	Finance
	Monitor progress of audits.	Q2	Completed	
	Inform Committees and Board of status of audits.	Q3	Audits will be reported to General Policy Committee by April 2023 and Board in May 2023.	
	Manage Transportation Development Act (TDA) triennial performance audits of SBCTA and transit operators.	Board approval to release request for proposals for audit services - Q4	The Board aprroved the release of the RFP with approval of the Fiscal Year 2022/2023 Budget. The RFP is scheduled to be released in March 2023.	Fund Administration
	Notes			

Division Strategy: Update construction in progress and conduct annual inventory of capital assets

	Action Plan	Milestones	Milestone Status	Responsibility
1B	Conduct biannual inventory of capital and inventorial assets, including updates to construction in progress (CIP).	Q2	CIP on schedule, inventory delayed to Q4.	Finance
	Notes			

Division Strategy: Use strategic programming to ensure that no funds are lost

	Action Plan	Milestones	Milestone Status	Responsibility
1C	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans' deadline for guaranteed access to federal Obligation Authority – Q4	Staff will monitor the progress of projects scheduled for obligation in Federal Fiscal Year (FFY) 22/23 to encourage delivery prior to May 1.	Fund Administration, Project Delivery, Transit
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests – Q4	Staff will monitor the progress of projects scheduled for allocation in FY 22/23 to ensure either allocation or extension occurs prior to July 2023. Actual CTC deadline for submittal is by May 2023.	
	Manage projects to ensure funds are not lost.	Request allocation of competitive grant funds for I-10 Truck Climbing Plan project - Q3	Funds were allocated for the I-10 Truck Climbing Lane project at the January 2023 CTC meeting.	Fund Administration
		Request allocation of competitive grant funds for West Valley Connector project - Q3	Funds were allocatedt for the West Valley Connector project at the January 2023 CTC meeting.	
		Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2023/2024 - Q4	Staff will request allocation of these funds in June 2023. Actual CTC deadline for submittal is by May 2023.	
		Program Local Partnership Program formula share funds on I-15 Express Lanes Contract 1 - Q4	Local Partnership Program formula funds were approved for programming on the I-15 Express Lanes Contract 1 project by the CTC at their August 2022 meeting.	
		Request allocation or extension of competitive grant funds awards and State Transportation Improvement Program (STIP) for I-15 Express Lanes Contract 1 - Q4	Staff will monitor the progress of the I-15 Express Lanes Contract 1 project to ensure either an allocation request or allocation extension is submitted before Q4. Actual CTC deadline for submittal is by May 2023.	
	Notes			

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

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

Division Strategy: Protect San Bernardino County's equitable share of available state and federal funds				
1D	Action Plan	Milestones	Milestone Status	Responsibility
	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Ensure Obligation Authority and apportionment are available as new projects are ready while planning for implementation of the zero emission bus mandate - Q4	Staff will monitor the progress of projects scheduled for obligation in FFY 22/23 and FFY 23/24 to encourage delivery ahead of schedule while protecting funds available for future projects. Staff will submit project amendments to SCAG by the June 30, 2023, deadline to ensure that all federal formula funds available to SBCTA are programmed over the next four years to avoid loss of dedicated access to those funds.	Fund Administration, Project Delivery, Transit
	Notes			
	In November 2022, CalSTA issued a Call for Projects in the Transit and Intercity Rail Capital Program (TIRCP) to allow for the award of supplemental funds for existing TIRCP projects that had experienced a cost increase. Fund Administration coordinated with the Transit and Rail Department to submit project applications by the December 6, 2022, deadline for $18.778 million for West Valley Connector and $15.772 million for DMU to ZEMU. On January 31, 2023, CalSTA announced awards to both projects reducing the need to allocate funds to these projects that are eligible for operations costs.			
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects				
1E	Action Plan	Milestones	Milestone Status	Responsibility
	Establish plan for 2024 sales tax revenue bond program through development of the 2023 Update to the 10-Year Delivery Plan.	Monitor implementation of the 2021 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing – Ongoing	Ongoing. Staff monitors project cost increases and reports the expected impact of these increases to the Board as contracts are approved.	Fund Administration (Finance, Project Delivery, Transit, Planning)
		Begin process of development of the 2023 Update to the 10-Year Delivery Plan for adoption by the Board in December 2023 - Q3	On Schedule	
	Notes			
Division Strategy: Manage geographic equity in fund distribution across the County				
1F	Action Plan	Milestones	Milestone Status	Responsibility
	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Work with Victor Valley Transit Authority to identify Federal funds required for implementation of the zero emission bus mandate in the North Desert and Victor Valley Subareas - Q2	A revised Congestion Mitigation and Air Quality (CMAQ) 10-Year Allocation Plan that identifies needs in the North Desert and Victor Valley Subareas separately was approved by the Board in November 2022.	Fund Administration (Transit)
	Notes			
Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion				
1G	Action Plan	Milestones	Milestone Status	Responsibility
	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Ongoing	Transit
	Notes			
Initiative #2: Engender Public Trust				
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (CAFR)				
2A	Action Plan	Milestones	Milestone Status	Responsibility
	Plan audit meeting with Executive Board officers and Certified Public Accountant (CPA) firm.	Meet with Executive Board - Q2	Completed	Finance
	Notes			
	Meeting was held in July 2022.			

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

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting				
2B	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	Q3	Completed	Finance
	Notes			
Division Strategy: Obtain Distinguished Budget Presentation Award				
2C	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for GFOA award for annual budget.	Q1	Completed	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
2D	Action Plan	Milestones	Milestone Status	Responsibility
	Complete review of annual internal control self-assessment (AICA).	Q3	On Schedule	Finance
	Notes			
Division Strategy: Implement the Records Retention Schedule				
2E	Action Plan	Milestones	Milestone Status	Responsibility
	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, an annual clean up day and implementing a system that will automate disposition of documents that have passed retention.	Clean up day - Q1	Completed	Special Projects and Strategic Initiatives and Executive Administration and Support
		Identify the retention period for boxes located at SBCTA offsite storage for at least four (4) departments, one department per quarter.	Delayed as the revised retention schedule was not approved until January 2023. Two departments will be completed in Q3.	
		Automate at least four (4) records series - Q4	Delayed, one records series has been automated. Staff continues to work with vendor on the implementation of a records retention system but it has taken longer than anticipated. New records retention system will be implemented in Q4.	
	Notes			
Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities				
Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit				
3A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Continue to explore a Housing Trust for our region as a way to leverage additional funds for affordable housing. Work with City/County Manager Technical Advisory Committee in Q1/Q2 and report to Board on possible actions and funding.	On Schedule	COG
	Partner with local and government agencies to improve opportunities in workforce development.	Work with state, County and cities to expand participation of our Business to Business event as a tool for improving access for smaller businesses - Event scheduled in Q2.	Delayed. This has been pushed out to 2023 Business to Business event. Presented an idea to the February CCMTAC of having a separate small business focused track at the B2B event.	
	Continue close coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Present Disposition and Development Agreement (DDA) and Associated Aerial Platform easement to Board for approval in October 2022.	Completed	Transit
	Notes			

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Attachment: FY 22_23 Budget Action Plan Quarterly Update - 3rd Quarter (9279 : Fiscal Year 2022/2023

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

Division Strategy: Enhance COG role				
	Action Plan	Milestones	Milestone Status	Responsibility
3B	Organize annual City/County Conference.	In person conference set for spring 2023.	Ongoing	COG
	Collaborate with Member Agencies through the COG Advisory Group during the decision-making process on items related to the COG work plan and any items related to the Countywide Vision.	Ongoing quarterly meetings with COG Advisory Group and periodic updates to City Managers.	Ongoing. COG Advisory Group is obsolete. The SBCOG decision-making process on items related to the COG work plan and Countywide Vision are undertaken by the CCMTAC directly and reported to the SBCOG Board for action.	
	Notes			
Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding				
	Action Plan	Milestones	Milestone Status	Responsibility
3C	Host grant writing workshop for our members and other local government partners.	Q4	On Schedule	COG
	Better communicate grant opportunities to member agencies.	Provide monthly updates to member agencies on new grant opportunities.	Ongoing	
	Notes			
Division Strategy: Assist local governments with environmental and efficiency initiatives				
	Action Plan	Milestones	Milestone Status	Responsibility
3D	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Include EV charging infrastructure grants when available in monthly grant updates.	Ongoing	Air Quality/Mobility/COG
	Assist local agencies with reducing energy consumption and achieving savings through formation of a Regional Energy Network (REN).	Adopt formal REN governing documents in Q1 and begin to implement programs in three focus areas of Public Sector, Workforce Education and Training, and Codes and Standards in Q2.	On Schedule. Program Agreement executed in Q3. Three Executive Committee meetings held in Q3 and consultant contracts approved in February.	
	Notes			
Initiative #4: Accelerate Delivery of Capital Projects				
Division Strategy: Deliver the Redlands Passenger Rail Project & Implement Arrow Service				
	Action Plan	Milestones	Milestone Status	Responsibility
4A	Start revenue service.	Q2	Completed	Transit
	Notes			
Division Strategy: Support Delivery the West Valley Connector Phase I				
	Action Plan	Milestones	Milestone Status	Responsibility
4B	Execute full funding grant agreement with the Federal Transit Administration (FTA) for the Small Starts funding and supplemental American Recovery Plan funding.	Q1	Delayed to Q3	Transit
	Issue Invitation for Bids (IFB) for construction.	Q3	On Schedule	
	Notes			
	Final application approval anticipated March 2023.			

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San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

Division Strategy: Produce Zero Emission Multiple Unit				
4C	Action Plan	Milestones	Milestone Status	Responsibility
	Begin dynamic testing in Europe.	Q2	On Schedule	Transit
	Notes			
	Static testing in Europe started in December 2022.			
Division Strategy: Deliver the Tunnel to ONT Project				
4D	Action Plan	Milestones	Milestone Status	Responsibility
	Draft Environmental Document prepared.	Q4	Delayed to Q3 FY 23/24.	Transit
	Notes			
	Environmental technical studies are currently on-going as well as coordination with FTA. NEPA/CEQA approval anticipated Q3 FY 23/24.			
Division Strategy: Delivery of Capital Projects - Project Approval and Environmental Document (PA/ED) Milestones:				
4E	Action Plan	Milestones	Milestone Status	Responsibility
	SR-210 Waterman Ave Interchange	PA/ED approval - Q4	On Schedule	Project Delivery
	Notes			
Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:				
4F	Action Plan	Milestones	Milestone Status	Responsibility
	ATP Metrolink Phase II	PS&E approval - Q1	Delayed to Q4 - Due to delays in processing the Construction and Maintenance Agreement with Southern California Regional Railroad Authority (SCRRA) and License Maintenance Agreement with the City of Montclair. Cooperative amendments and environmental revalidation were needed due to design modifications. Modifications also caused delays in funding allocation currently scheduled for May 2023 CTC.	Project Delivery
	I-215 Bi-County Landscaping	PS&E approval - Q1	Delayed to FY 23/24 Q2 - Due to design revisions required to meet the newly adopted Landscape Design Policy No. 34502. Design of I-215 Segment 5 landscaping is currently being incorporated.	
	I-10 Eastbound Truck Climbing Lane	PS&E approval - Q1	Delayed to Q2 - Due to incorporation of new Caltrans design standards and specifications released in October 2022. November 2022 approval.	
	I-215 University Parkway IC	PS&E approval - Q2	Delayed to Q3 - Due to incorporation of new Caltrans design standards and specifications released in October 2022.	
	I-15 Corridor Freight and Express Lanes Contract 1	PS&E approval - Q4	On Schedule	
	Notes			

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San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

Division Strategy: Delivery of Capital Projects - Construction Milestones:

	Action Plan	Milestones	Milestone Status	Responsibility
4G	North First Avenue Bridge over BNSF	Start construction - Q1	Delayed to Q3 - Extended bid duration due to additional efforts to protect Security Sensitive Information (SSI) and address additional bidder inquiries. Caltrans consurrence with DBE good faith effort. Started January 2023	Project Delivery
	I-10 Cedar Avenue Interchange	Start construction - Q1	Delayed to Q3 - Delay in approval of Right of Way Certification due to coordination with UPRR on railroad Construction and Maintenance Agreement (CMA). Additional delays due to contractor insurance issues. Started January 2023	
	I-215 Bi-County Landscaping	Start construction - Q3	Delayed to FY 23/24 Q4 - Due to incorporation of construction phase with I-215 Segment-5 Landscape Project.	
	ATP Metrolink Phase II	Start construction - Q3	Delayed to FY23/24 Q3 - Due to delays in processing the Construction and Maintenance Agreement with Southern California Regional Railroad Authority (SCRRA) and License Maintenance Agreement with the City of Montclair (completed). Cooperative amendments and environmental revalidation were needed due to design modifications. Modifications also caused delays in funding allocation currently scheduled for May 2023 CTC.	
	I-10 Eastbound Truck Climbing Lane	Start construction - Q3	Delayed to Q4 - Due to delays of processing of regulatory permits by California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB).	
	SR-60 Central Avenue Interchange	Complete for Beneficial Use - Q1	Delayed to Q3 due to coordination with adjacent Caltrans project to minimize conflicts.	
	I-10 Alabama Street Interchange	Complete for Beneficial Use - Q2	Delayed to Q3 - due to issues related to irrigation connection to City's waterline. Completed February 2023	
	SR-210 Base line Interchange	Complete for Beneficial Use - Q4	On Schedule	
	SR-210 Lane Addition	Complete for Beneficial Use - Q4	On Schedule	
	Notes			

Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments

Division Strategy: Conduct regional forums to discuss issues of importance across our region

	Action Plan	Milestones	Milestone Status	Responsibility
5A	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Oppose legislation that would mandate local transportation projects be prioritized by conformity to the state's climate goals (Assembly Bill 6) and limits on projects that increase highway capacity (Assembly Bill 7). Advocate for Build coalitions in support of state and federal transportation grant applications and budget items. Advocate for additional federal funding for local projects through Congressional Directed Funding program. Continue to build good working relationships and communication with state and federal officials.	Assembly Bill 6 and Assembly Bill 7 are pending committee hearings.	Legislative/Public Affairs
	Notes			

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San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options

Division Strategy: Build awareness of SBCTA programs and services

	Action Plan	Milestones	Milestone Status	Responsibility
6A	Highlight Measure I's contributions to the region's transportation system.	Annual state of transportation event; monthly blog series "Measure I (Impact)".	Ongoing	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services.	Employee spotlight blog series.	Ongoing	Legislative/Public Affairs
	Notes			
	State of Transportation (B2B) event was held in person and with record attendance.			

Division Strategy: Leverage and grow public outreach and communication services

	Action Plan	Milestones	Milestone Status	Responsibility
6B	Continue to enhance traditional and social media presence.	Provide project updates, alerts, and information.	Ongoing	Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract, to utilize new tools and capitalize on communication opportunities throughout the region.	Provide services for Mt. Vernon Viaduct, I-10 Express Lanes, 210 freeway, ZEMU, N. First Avenue Bridge, I-10 Cedar, West Valley Connector, et al.	Outreach efforts continue on active projects.	Legislative/Public Affairs, Transit
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Provide assistance with presentations, graphics (i.e. Budget Book), and collateral materials.	Ongoing	Legislative/Public Affairs, Fund Administration
	Notes			

Division Strategy: Highlight transit options in San Bernardino County

	Action Plan	Milestones	Milestone Status	Responsibility
6C	In partnership with transit operators, highlight transit connectivity options in the region.	Provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Ongoing	Legislative/Public Affairs, Transit
	Support Omnitrans with implementation of pilot programs first/last mile shuttles from the Cucamonga Station and San Bernardino Transit Center that are coordinated with the Metrolink service schedule.	Q2	Completed	Transit
	Notes			
	ONT Shuttle (Cucamonga Station to ONT Airport) began service on 08/08/2022. SB Shuttle (SBTC to Downtown San Bernardino) started on 10/24/22 to coincide with the start of Arrow Service.			

Initiative #7: Long Range Strategic Planning

Division Strategy: Analyze long range transportation strategy in a financially constrained framework

	Action Plan	Milestones	Milestone Status	Responsibility
7A	Prepare a Long Range Multimodal Transportation Plan (LRMTP).	Complete bus rapid transit study for Valley - Q2	On schedule. Was determined that best path is to incorporate recommendations into SCAG Dedicated Transit Lanes Study. SCAG study was completed in December and adopted in January.	Planning, Transit, Fund Administration
		Initiate full LRMTP - Q3	Kickoff meeting held in February.	
	Complete San Bernardino County input on growth and projects to the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Assist SCAG with local growth distribution update - Q3	On Schedule. Submitted local jurisdiction growth distribution input to SCAG for Tier 3 zones in Q2. Refining input in Q3.	Planning, Fund Administration
		Provide updated list of RTP projects to SCAG - Q3	On Schedule. Submitted input on RTP projects in Q2. Refining input in Q3.	
	Notes			

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San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice				
	Action Plan	Milestones	Milestone Status	Responsibility
7B	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	No updates in Q3.	Planning, Fund Administration
	Notes			
Division Strategy: Provide current, quality planning data				
	Action Plan	Milestones	Milestone Status	Responsibility
7C	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Multiple analysis/mapping efforts conducted for Project Delivery, Transit, and Air Quality/Mobility.	Ongoing	Planning
	Update SBTAM modeling system.	Complete updated SBTAM for testing - Q3	On Schedule	
		Complete Model Validation - Q4	On Schedule	
	Upgrade to new Congestion Monitoring System.	Initiate operation - Q1	Completed	
		Prepare documentation - Q2	Completed, and briefing for TTAC members held.	
	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	Ongoing	
	Notes			
Division Strategy: Conduct subarea and modal studies				
	Action Plan	Milestones	Milestone Status	Responsibility
7D	Update Comprehensive Multimodal Corridor Plans with RCTC and Caltrans, to address SB 1 Solutions for Congested Corridors requirements.	Complete update - Q1	Completed	Planning
	Conduct SR-18/138 Corridor Study with Metro and Caltrans.	Prepare final report - Q3	On Schedule for full PSR-PDS. However, schedule may be extended so as to include a near-term scenario per February MDC.	
	Notes			
Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications				
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines				
	Action Plan	Milestones	Milestone Status	Responsibility
8A	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Comments provided in July on Final Tier 1 EIS/EIR for the RCTC Coachella Valley Rail Project	Ongoing. Participated in statewide workshops to update the statewide and regional transportation plan guidelines (CTP and RTP) in Q3.	Planning, COG
	Prepare Grant Applications for SB1 and other funding.	Senate Bill 1 (SB1) Grants submitted - Q2	On Schedule. Worked with Brightline on federal RAISE application in Q3.	Planning, Fund Administration
		Award announcements - Q4	On Schedule. SB 1 announcements in June.	
	Notes			
	The I-10 and US 395 TCEP applications submitted November 18. Metrolink Double Track December 2.			

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San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

	Action Plan	Milestones	Milestone Status	Responsibility
Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies				
8B	Begin development of Vehicle Miles Traveled (VMT) mitigation bank and/or approaches to mitigation under SB 743.	Initiation of VMT mitigation bank - Q4 (conditioned on REAP funding and Board approval)	Initial application submitted to HCD through SCAG in Q3. HCD funding not confirmed, and implementation pushed to FY 23/24. Waiting on SCAG to relese REAP 2.0 funding call-for-projects.	Planning
	Complete updated draft of the Regional Conservation Investment Strategy (RCIS).	Updated draft - Q3	Delayed to Q4.	
	Assist local agencies with housing initiatives under Regional Early Action Plan (REAP) 2.0.	Work with SCAG on REAP 2.0 application to California Housing and Community Development - Q2	Ongoing. Continuing assistance to local jurisdictions on Housing Elements and related matters using supplemental REAP 1.0 funds.	
	Notes			
	SBCTA coordinating with County on submittal of draft RCIS to California Department of Fish and Wildlife, and County staff is analyzing going to a Multiple Species Habitat Conservation Plan (MSHCP).			
Division Strategy: Prepare effective active transportation plans				
	Action Plan	Milestones	Milestone Status	Responsibility
8C	Prepare Active Transportation Plans: Safe Routes to School Program (with County).	Restart plan development following COVID - Q2	On Schedule	Planning
	Manage Transit Development Act (TDA) Article 3 bike/ped project invoicing.	Progress continuing.	Ongoing	
	Conduct Countywide Sidewalk Inventory, Phase 2.	Complete inventory, documentation, and update active transportation website with added data - Q3	On Schedule	
	Notes			
Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant				
	Action Plan	Milestones	Milestone Status	Responsibility
8D	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Complete final design - Q4	On Schedule	Planning, Project Delivery
	Notes			
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
	Action Plan	Milestones	Milestone Status	Responsibility
8E	Implement a mobile call box program.	Release RFP for call handling for program - Q3	On schedule	Air Quality/Mobility
		Target for program implementation - Q2	Delayed to FY 23/24. Needs to occur after call handling contractor has been secured and able to implement systems/program.	
	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	Ongoing.	
	Merge IE 511 with a regional SoCal 511.	Merger expected - Q1	Delayed. The transition to merge the two systems has begun and scheduled to be completed by Q2.	
	Merge the regional rideshare database with OCTA, LA Metro, RCTC, and VCTC enhancing ride matching functionality and customer experience.	Q2	Delayed to Q4 - TripSpark, the database software company, is working on system updates and efficiencies to make sure the merged database will function properly when launched. This will be completed by the end of FY 22/23.	Transit
	Notes			

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San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.				
	Action Plan	Milestones	Milestone Status	Responsibility
8F	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSAs, to identify key activities for inclusion in the SBCTA LRMTP, and proposed SBCTA budgets, based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Ongoing. The multimodal working group has identified several projects including Free Fare Days, Countywide Marketing, Fare Capping, and Travel Training. There are other projects that discussion has begun on but will be included on the SBCTA LRMTP once this project begins.	Transit, Fund Administration, Legislative/Public Affairs, Planning
	Notes			

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Attachment: FY 22_23 Budget Action Plan Quarterly Update - 3rd Quarter (9279 : Fiscal Year 2022/2023

Minute Action

AGENDA ITEM: 8

Date: March 8, 2023

Subject:
Development Mitigation Annual Report for Fiscal Year Ending June 30, 2022

Recommendation:
Receive information on the Development Mitigation Annual Report for Fiscal Year ending June 30, 2022.

Background:
Preparation of the Development Mitigation Annual Report (DMAR) is an ongoing requirement of the San Bernardino County Transportation Authority (SBCTA) Congestion Management Program (CMP). The Valley and Victor Valley jurisdictions are required to provide information on development activity and the expenditure of development mitigation funds on projects contained in the Development Mitigation Nexus Study for Fiscal Year 2021/2022. The development fees collected are used by the jurisdictions as the local share of arterial, interchange, and railroad grade separation projects for which SBCTA provides the "public share."

This agenda item provides a summary of the Valley and Victor Valley jurisdictions' DMAR. Table 1 represents development mitigation data for each Valley and Victor Valley jurisdiction and Figure 1 presents a historical reference of development mitigation fees collected and dwelling units permitted. City data is provided in Table 1 and County data is provided in Table 2, organized by sphere of influence.

Implementation and maintenance of a development mitigation program is required of each local jurisdiction in the Valley and Victor Valley to maintain conformance with the SBCTA Land Use/Transportation Analysis Program of the CMP. Failure to submit the annual DMAR would result in non-compliance with the provisions of the Development Mitigation Program and other provisions in the CMP.

Based on the information provided to SBCTA by the jurisdictions submitting reports, $67,241,251 in development mitigation fees for transportation projects was collected and $27,880,973 of development mitigation fees was expended on Nexus Study projects during Fiscal Year ending June 30, 2022. Of the approximately $67 million of transportation related development impact fees collected by local jurisdictions, a portion of the fees are associated with local projects that were not included in the Nexus Study, which addresses only regional projects. Therefore, not all of the fees will be expended on Nexus Study projects. The $67,241,251 of development mitigation represents an increase of 26.8% in development mitigation revenue from the $53,027,331 collected in Fiscal Year 2020/2021, which was an increase of 8.72% from the $48,772,014 collected in Fiscal Year 2019/2020.

Since the implementation of the SBCTA Development Mitigation Program began in Fiscal Year 2006/2007, a total of $587,303,954 has been collected and a total of $266,813,830 in development mitigation has been expended on projects contained in the SBCTA Development Mitigation Nexus Study. It should be noted that some of the data on quantities of development

(units and square footage) could not be included in the table because it did not fit standard development type categories. However, all the fees for these developments were included.

The DMAR is an attempt to secure information on development fees collected and expended on Nexus Study projects in a manner that is less formal than a full audit. Overall, the annual reporting has been informative and provides the mechanism for SBCTA staff to monitor the level of development contributions being generated by local jurisdictions for projects included in the Nexus Study. Accurate and reliable information is imperative for implementation of the Measure I Valley Freeway Interchange, the Valley Major Street, Victor Valley Major Local Highway and Victor Valley Local Street Programs as outlined in the Measure I 2010-2040 Strategic Plan.

Table 1
City/Town Development Mitigation Summary Table
For the Year Ending June 30, 2022

City/Town	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 21/22*	Fees Expended on Nexus Projects in FY 21/22	Cumulative Dev. Mit. Revenue**	Cumulative Dev. Mit. Expenditures On Nexus Projects***
Adelanto – **not in compliance**								$5,548,206	$434,624
Apple Valley	88	16	11,596	3,153	0	$823,178	$0	$13,142,371	$8,981,193
Chino	594	377	71,929	84,826	1,271,648	$16,419,122	$390,987	$82,624,669	$3,992,710
Chino Hills	2	67	0	0	0	$16,761	$0	$622,935	$4,992,658
Colton	9	0	0	0.336	0	$37,359	$5,111	$8,246,370	$309,224
Fontana	416	44	64,033	67,617	2,466,263	$9,375,909	$669,330	$87,388,905	$49,922,321
Grand Terrace	0	0	0	0	0	$0	$0	$2,028,859	$292,790
Hesperia	206	186	16	11	1,055	$5,079,697	$3,969,173	$32,653,492	$32,414,150
Highland	21	0	6,096	0	0	$136,481	$0	$7,842,755	$0
Loma Linda	6	46	30	0	0	$300,571	$0	$12,691,813	$2,660,076
Montclair	2	0	0	6,000	50,000	$87,874	$0	$4,080,258	$234,305
Ontario	840	468	4,011	1,314	4,488,435	$7,377,099	$10,126,933	$61,741,057	$53,665,403
Rancho Cucamonga	40	670	0	16,200	767,698	$10,718,233	$0	$70,876,385	$7,901,709
Redlands	139	96	5,893	15,637	597,719	$748,446	$1,957,037	$16,976,181	$6,855,413
Rialto	147	55	21,031	0	574,602	$2,397,284	$220,529	$44,750,367	$20,441,178
San Bernardino	286	84	0	91,958	2,129,875	$4,664,132	$0	$28,187,735	$9,087,426
Upland	4	72	4,611	0	0	$116,141	$360,177	$23,050,813	$4,242,853
Victorville	730	0	79.6	0	25.2	$4,122,776	$9,784,597	$35,263,343	$46,576,275
Yucaipa	113	81	10	0	0	$1,717,863	$397,099	$8,653,853	$10,763,807
Total	**3,643**	**2,262**	**189,336**	**286,716**	**12,347,320**	**$64,138,925**	**$27,880,973**	**$546,370,367**	**$263,768,115**

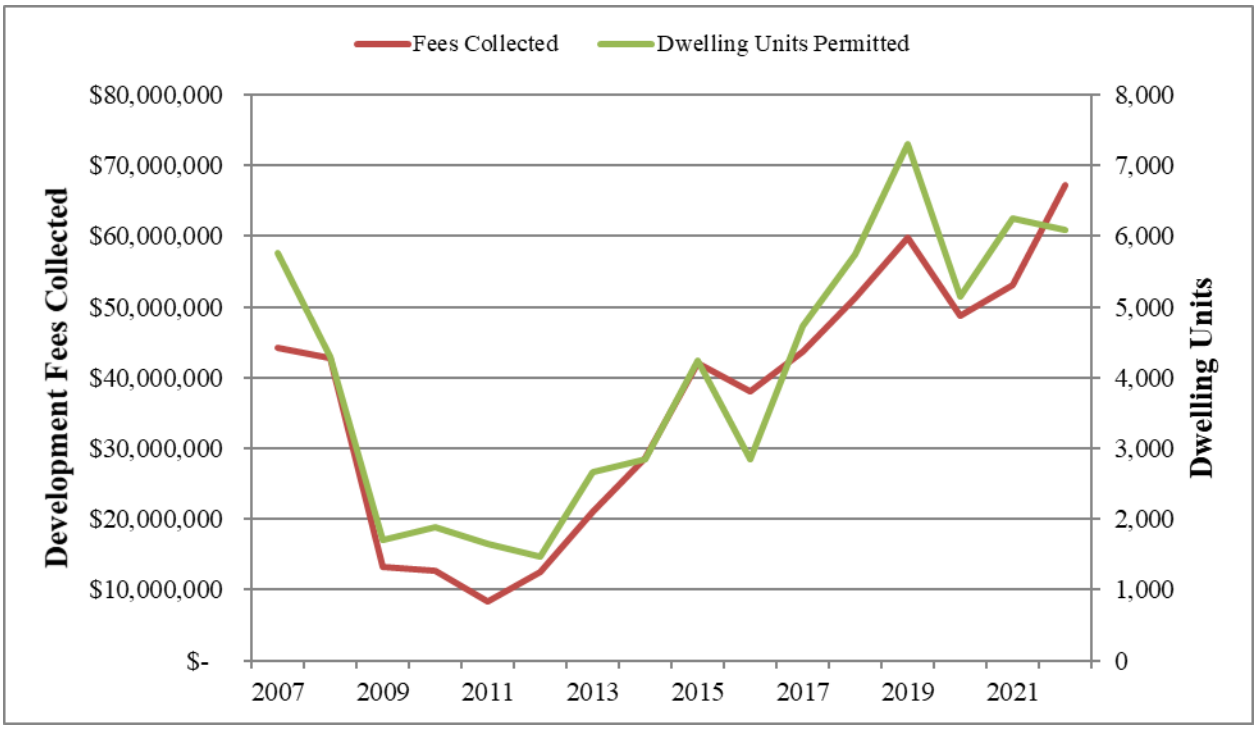
Notes:
1. May include fees from other sources not listed in the summary table
2. Only includes revenue collected beginning FY06/07
3. Only includes expenditure of development mitigation fees
4 Adelanto only tracks "residential" and "non-residential" development

Table 2
San Bernardino County Development Mitigation Summary Table
For the Year Ending June 30, 2022

County Sphere/ Subarea	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 21/22*	Fees Expended on Nexus Projects in FY 21/22	Cumulative Dev. Mit. Revenue**	Cumulative Dev. Mit. Expenditures On Nexus Projects***
Adelanto Sphere	0	0	0	0	0	$0	$0	$0	$0
Apple Valley Sphere	57	3	9,594	0	0	$220,235	$0	$1,138,040	$0
Chino Sphere	1	2	0	9,120	0	$71,835	$0	$607,179	$388
Colton Sphere	1	0	0	0	0	$7,063	$0	$410,950	$0
Devore/Glen Helen	1	0	0	0	0	$6,413	$0	$175,745	$148,337
Fontana Sphere	2	17	0	0	526,539	$1,217,702	$0	$7,631,939	$514,777
Hesperia Sphere	39	2	0	0	0	$400,992	$0	$3,387,942	$622,315
Loma Linda Sphere	0	0	0	0	0	$0	$0	$250,083	$0
Montclair Sphere	0	0	0	0	10,500	$29,295	$0	$248,067	$0
Redlands Sphere	0	0	10,439	0	0	$158,986	$0	$1,313,813	$0
Redlands Donut Hole	-1	0	1,396	0	0	$7,321	$0	$11,401,439	$124,601
Rialto Sphere	4	2	23,618	2,571	0	$459,533	$0	$11,126,487	$1,635,297
San Bernardino Sphere	4	3	0	170	179,170	$346,426	$0	$1,779,675	$0
Upland Sphere	1	0	0	0	0	$1,155	$0	$186,994	$0
Victorville Sphere	38	2	0	0	0	$175,370	$0	$1,275,234	$0
Yucaipa Sphere	0	0	0	0	0	$0	$0	$0	$0
Total County Sphere/Subarea	**147**	**31**	**45,047**	**11,861**	**716,209**	**$3,102,326**	**$0**	**$40,933,587**	**$3,045,715**
GRAND TOTAL	**3,790**	**2,293**	**234,383**	**298,577**	**13,063,529**	**$67,241,251**	**$27,880,973**	**$587,303,954**	**$266,813,830**

Notes:
1. May include fees from other sources not listed in the summary table
2. Only includes revenue collected beginning FY06/07
3. Only includes expenditure of development mitigation fees

Figure 1
Development Mitigation Trends



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

Reviewed By:
This item is not scheduled for review by any other policy committee or technical advisory committee. This item was reviewed by the Transportation Technical Advisory Committee on January 30, 2023.

Responsible Staff:
Ginger Koblasz, Senior Planner

Approved
General Policy Committee
Date: March 8, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 9

Date: March 8, 2023

Subject:
Award Contract No. 23-1002864 to Alta Planning + Design, Inc. for the San Bernardino County Safe Routes To School Program (Phase IV): Implementation at 33 Schools Project

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

Award Contract No. 23-1002864 in the amount of $995,440 with Alta Planning + Design, Inc., for the San Bernardino County Safe Routes to School Program (Phase IV): Implementation at 33 Schools Project.

Background:
San Bernardino County Safe Routes to School Program Implementation

The Safe Routes to School (SRTS) Program is a growing movement that strives to make walking and biking to school safer and more accessible for children. Originally federally funded, SRTS programs have provided states and local jurisdictions with the resources and tools to implement such programs that promote the "Six Es": Evaluation, Education, Encouragement, Engineering, Enforcement, and Equity. According to a 2011 study on U.S. school travel, data collected from the National Center for SRTS showed that, compared to 1969 levels of walking and biking to school, there have been significant increases in the number of children that are driven to school and a significant decrease in the number of children that walk or bike to school. SRTS programs hope to reverse this trend by implementing changes that would make walking or biking to school easier for children.

Numerous benefits have arisen from existing SRTS programs that have been implemented across the country which include, but are not limited to, having a safer walking and biking environment for children, an increase in the number of children walking and biking to school, a decrease in traffic congestion, decreases in vehicle miles traveled and air pollutants, and improvements in students' health. These benefits specifically align with San Bernardino County's Countywide Vision of having a safer and healthier community for residents.

San Bernardino County Transportation Authority (SBCTA), in partnership with local jurisdictions and school districts, has developed and implemented Countywide SRTS plans and programs. Targeting public schools across San Bernardino County, the plans and programs aim to promote the "Six Es" through hands-on activities, events, campaigns, and workshops as well as encourage jurisdictions to continue to invest in safety measures around schools.

Timeline of SBCTA's SRTS Program:

2015 – Phase I: Completion of SRTS Data Collection and School Prioritization Plan
2017 – Phase II: Development of SRTS Countywide Plan and Outreach
2018 – Comprehensive Update of San Bernardino County Active Transportation Plan

2019 – Phase III: Implementation of SRTS programs in 25 schools led by San Bernardino County Department of Public Health (SBC DPH) in partnership with SBCTA and San Bernardino County Superintendent of Schools (SBCSS)
2022 – Phase IV: Implementation of SRTS programs in 33 new schools (led by SBCTA)

In 2016, SBCTA, SBC DPH, and SBCSS partnered to apply for, and received, grant funds of $500,000 from the Active Transportation Program (ATP) and implemented SRTS programs at 27 different schools around the County of San Bernardino (County). The program implementation was led by SBC DPH's team through hiring of a SRTS coordinator and selection of a consulting team to run programs at schools' sites. In 2018, SBCTA, SBC DPH, and SBCSS partnered again to implement SRTS programs at 30 new school sites around the County. Once completed, this will account for a little over 10 percent of the total county public schools. The partnership was again successful in securing nearly $500,000 of state funding with local match of $253,000 from SBCTA, $200,000 from SBC DPH, and $100,000 from SBCSS to complete the program. As the pandemic slowly came to an end, and schools started to implement pre-pandemic programs once again, staff concluded it was time to re-start the countywide SRTS Program. However, this cycle, SBC DPH requested that SBCTA take the lead in implementing the program as the previous SRTS coordinator at the County relocated to another state.

SBCTA released Request for Proposals (RFP) 23-1002864 on October 19, 2022, seeking a firm knowledgeable and experienced to consult for the County SRTS (Phase IV): Implementation at 33 Schools project. The RFP notification for this project was received by 38 consultants registered on PlanetBids and was downloaded by 36 firms.

On November 22, 2022, SBCTA received three (3) proposals, one from Safe Moves, one from Alta Planning + Design, Inc., and one from Chen Ryan Associates, Inc.

Due to time constraints and schedule limitations, the Evaluation Committee (Committee) consisted of three SBCTA staff members. 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 December 13, 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 – 30 points, Proposed Staffing and Project Organization – 30 points, Work Plan - 30 points, and Price - 10 points, for a total of 100 points.

On December 20, 2022, Safe Moves, Alta Planning + Design, Inc., and Chen Ryan Associates, Inc., were invited to virtual interviews 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 questions.

The interview and technical proposal were weighted 60% and 40%, respectively. As a result of the scoring, the Committee recommended that the contract to perform the scope of work, as outlined in RFP No. 23-1002864, be awarded to Alta Planning + Design, Inc. 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.

Consequently, staff recommends Alta Planning + Design, Inc., be awarded the contract in the amount not-to-exceed $995,440, for a term through June 30, 2026. Alta Planning + Design, Inc. will be obligated to support the requirements of the grant as outlined in the scope of work and also to comply with the contract terms and conditions for subcontractors.

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

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

Responsible Staff:
Ginger Koblasz, Senior Planner

Approved
General Policy Committee
Date: March 8, 2023

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 23-1002864 Amendment No.: 0

Contract Class: Payable Department: Planning

Vendor No.: 03506 Vendor Name: Alta Planning + Design, Inc.

Description: San Bernardino County Safe Routes To School Program (Phase IV)

Dollar Amount					
Original Contract	$	995,440.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**995,440.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**995,440.00**

Contract Authorization

Board of Directors Date: 04/05/2023 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

State Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date: 04/14/2023 Expiration Date: 06/30/2026 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 995,440.00	Total Contingency: $ -
GL:	2670	20	0404	0000	52005	42217505		ATP-State	497,864.18	-
GL:	6010	20	0404	0000	52005	42340017		SBC DPH	200,000.00	-
GL:	6010	20	0404	0000	52005	42340018		SBC SoS	100,000.00	-
GL:	1035	20	0404	0000	54620	41200000		LTF Planning	197,575.82	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Ginger Koblasz
Project Manager (Print Name)

Steve Smith
Task Manager (Print Name)

Additional Notes:

Attachment: CSS_23-1002864_Consultant [Revision 1] (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

CONTRACT NO. 23-1002864

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

ALTA PLANNING + DESIGN, INC

FOR

"CONSULTANT FOR SAN BERNARDINO COUNTY SAFE ROUTES TO SCHOOL PROGRAM (PHASE IV): IMPLEMENTATION AT 33 SCHOOLS",

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Alta Planning + Design, Inc ("CONSULTANT"), whose address is 617 W. 7th Street, Suite 1103, Los Angeles, CA 90017. 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.

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through June 30, 2026 until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.

3.2 The total Contract Not-To-Exceed Amount is Nine Hundred, Ninety-Five Thousand, Four Hundred and Forty Dollars ($995,440). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials". The hourly 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.

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

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 billing period payments, thirty (30) 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 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 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

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

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

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

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.

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

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.

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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

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

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.

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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:

Name	**Job Classification/Function**
Hannah Day-Kapell	Principal in Charge
Kristin Haukom, MPH	Project Manager
Barbara Alejandre	School & School District Engagement Coordinator
Kelly Lei	Outreach Lead
Nora Stoelting	SRTS Outreach
(To Be Hired)	SRTS Coordinator
Marguerite Schumm	Graphic Design Lead
Steve Hernandez	Graphic Designer
Katie Atkins	Techical Editor
Markos Legesse, PE	Engineering Lead
Colin Amos	Planning Lead
Samantha Hernandez	Landscape Designer
Kirsten Clausen	Project Coordinator

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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 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.

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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.

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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 $3,000,000
- 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 negligent 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

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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**.
- 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.
- 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: $1,000,000
- 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:

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

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

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability - Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance – Intentionally Omitted

21.1.8 Railroad Protective Liability - Intentionally Omitted

21.2. General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 26 or their equivalent, to name San Bernardino County Transportation Authority, State of California Department of Transportation (Caltrans), San Bernardino County Superintendent of Schools, San Bernardino County Department of Public Health and their respective officers,

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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 any additional insured party to vicarious liability, but shall allow coverage for the additional insureds to the fullest extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than $10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The 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.

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21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

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

21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at 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

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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, Caltrans, San Bernardino County Superintendent of Schools and San Bernardino County Department of Public Health their respective Entities and their respective 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.

22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, and Caltrans, San Bernardino County Superintendent of Schools, and San Bernardino County Department of Public Health their respective Entities and their respective authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, includingacts, errors, or omissions of any person and for any costs or expenses incurred by any indemnified party on account of any claim, except where such indemnification is prohibited by lawThis indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees.

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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. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk.

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.

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ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request for Proposal; and last, CONSULTANT's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

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ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	**To SBCTA**
ALTA Planning + Design, Inc	**1170 W. 3rd Street, 2nd Floor**
617 W. 7th Street, Suite 1103, Los Angeles, CA	**San Bernardino, CA 92410-1715**
Attn: Hannah Day-Kapell	**Attn: Ginger Koblasz**
Email: californiabids@altaplanning.com	**Email: gkoblasz@gosbcta.com**
Phone: 213-489-7443	**Phone: (909) 884-8276**
2nd Contact: Emily Duchon, ASLA, Vice President	**Copy: Procurement Manager**
Email: californiabids@altaplanning.com	**Email: procurement@gosbcta.com**

ARTICLE 33. DISPUTES

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

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

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

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

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

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

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.

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

DRAFT

Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

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

CONSULTANT

By: _____
Steven Frieson
Vice President

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Art Bishop
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

ATTACHMENT "A"

"SCOPE OF WORK"

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

SCOPE OF WORK

San Bernardino County Safe Routes to School Implementation 33 Schools (Phase IV)

Objective: The San Bernardino County Transportation Authority (SBCTA) is soliciting proposals to implement SBCTA's Safe Routes to School (SRTS) Plan for 33 schools throughout the County. The selected Consultant will administer five of the "Six E's" of Safe Routes to School including: pedestrian and bicycle safety Evaluation, Education, Encouragement, Enforcement, and Equity. Activities will include engagement through art focused on communicating elements of education and encouragement. The sixth "E" that will not be included in this project is Engineering. The following activities will be continued or added to the existing SRTS program:

- County-wide SRTS Coordinator
- Parent, school staff and neighborhood Driver Education Safety Campaigns/workshops
- School and Community Rodeos
- School day events to emphasize biking and walking
- Targeted School area Enforcement events
- Intersection and Crosswalk art project
- Tactical Urbanism events to demonstrate engineering opportunities for safer streets
- Walk audits and surveys for all schools to enhance future programs and infrastructure projects

This project is funded by the Cycle 4 Active Transportation Program. As such, at the latest, a contract must be awarded by May 31, 2023 and the project must be completed by May 31, 2026. These deadlines are nonnegotiable.

Background: The San Bernardino SRTS Program began in 2013 with a partnership between SBCTA, the San Bernardino County (SBCo) Department of Public Health, and the SBCo Superintendent of Schools. Since then, the Program has been progressing via a multi-phased approach as funding has been become available. Much of the SRTS work has been incorporated into SBCTA's online San Bernardino County Active Transportation Plan which can be viewed at https://gosbcta.com/activesanbernardino. The reports that resulted from each of the previous phases can be accessed at ftp://gis.sanbag.ca.gov/Expires230630_SRTS/ (use Windows or Internet Explorer). The Phases completed include:

- Phase I - SRTS Data Collection & School Prioritization: Reviewed existing County resources, specified procedures for performing local walk audits, and developed an implementable regional framework for allocating resources to local school zones. This phase also identified 55 priority schools (~10% of schools in SBCo) which became the focus for subsequent phases.
- Phase II – SRTS Countywide Plan and Outreach: Built on Phase I to develop a student data collection strategy, conduct walk audits, and draft SRTS plans for each of the 55 priority schools.
- Phase III – SRTS Implementation 25 Schools: Overseen by SBCo Department of Public Health staff, this phase implemented SRTS Education, Encouragement, Enforcement, and Evaluation at 25 of the 55 identified priority schools.

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

Phase IV Schools: The Consultant will implement five of the six Safe Routes to School "Six E's" including Evaluation, Education, Encouragement, Enforcement, and Equity at 33 schools. The schools with which the Consultant will begin include:

1. Baldy View Elementary, 979 W. 11th St. Upland 91786
2. Captain Leland Norton Elementary, 747 North Mountain View Ave., San Bernardino 92410
3. Citrus Elementary, 925 W. 7th St., Upland 91786
4. Crestline Elementary, 2020 Monterey Ave., Barstow 92311
5. Cucamonga Elementary, 8677 Archibald Ave., Rancho Cucamonga 91730
6. Elderberry Elementary, 950 N. Elderberry Ave., Ontario 91762
7. E. Neal Roberts Elementary, 494 E. 9th St., San Bernardino 92410
8. Franklin Elementary, 850 E. Colton Ave., Redlands 92374
9. Gerald A. Smith Elementary, 9551 Linden Ave., Bloomington 92316
10. Grand Terrace Elementary, 12066 Vivienda Ave., Grand Terrace 92313
11. H. Frank Dominguez Elementary, 135 South Allen St. San Bernardino 92408
12. Hillside Elementary, 4975 N. Mayfield Ave., San Bernardino 92407
13. Hollyvale Elementary, 11645 Hollyvale Ave., Victorville 92392
14. Joe Baca Middle, 1640 S. Lilac Ave., Bloomington 92316
15. Joshua Circle Elementary, 10140 8th Ave., Hesperia 92345
16. Lincoln Elementary, 440 N. Allyn Ave., Ontario 91764
17. Los Amigos Elementary, 8496 9th St., Rancho Cucamonga 91730
18. Maple Elementary, 751 S. Maple Ave., Fontana 92335
19. Montara Elementary, 700 Montara Rd., Barstow 92311
20. Moreno Elementary, 4825 Moreno St., Montclair 91763
21. Muscoy Elementary, 2119 Blake St., San Bernardino 92407
22. Oasis Elementary, 73175 El Paseo Dr., Twentynine Palms 92277
23. Oleander Elementary, 8650 Oleander Ave., Fontana 92335
24. Onaga Elementary, 58001 Onaga Trl, Yucca Valley 92284
25. Palm Vista Elementary, 74350 Baseline Rd., Twentynine Palms 92277
26. Riley Elementary, 1266 N. G St., San Bernardino 92405
27. Ruth Grimes Elementary, 1609 Spruce Ave., Bloomington 92316
28. Ted J. Porter Elementary, 8330 Locust Ave., Fontana 92335
29. Vermont Elementary, 3695 Vermont St., San Bernardino 92407
30. Victoria Magathan Elementary, 11411 Holly Rd., Adelanto 92301
31. Virginia Primrose Elementary, 751 N. Maple Ave., Fontana 92336
32. Warm Springs Elementary, 7497 Sterling Ave., San Bernardino 92410
33. Yucca Valley Elementary, 7601 Hopi Trl, Yucca Valley 92284

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

Task 1: Project Management

The Consultant will start the project by re-evaluating the list of 33 schools selected above. The re-evaluation will include both subjective analysis based on safety, disadvantaged community scores, student attendance, county distribution, lack of an existing programs, and other metrics deemed significant and discussions with school representatives to determine interest (and ability) in participating in the program. At no time will the Consultant be in the presence of minors unless school staff is present.

Once the list of 33 schools has been finalized, the Consultant will coordinate SRTS activities at the 33 schools listed above, working with law enforcement and county/city agencies to ensure program continuance after contract end date.

Deliverables:
1.1 List of 33 selected schools with justification for each explaining why it is being selected for Phase IV participation. If a schools is on the original list but is not being selected, it should be included with justification for list removal. The list should include the name and position of the person contacted at each school.
1.2 Final report outlining the SRTS Program activities conducted at 33 schools in San Bernardino County

Task 2: Education

The Consultant will educate students, faculty, parents, and neighbors at 33 schools about safe practices for pedestrians and bicyclists. Activities will include:

- Parent, school faculty, and neighborhood Educational Workshops/Driver Safety Campaigns (4 per school x 33 schools x 3 years)
- Educational brochures, in multiple languages (675 brochures x 33 schools)
- Crosswalk/Intersection Demonstration Art Project and Project Days (at up to 20 select schools, over the 3-year period)
- Tactical Urbanism Project (temporary Tactical Urbanism Project that can be demonstrated at multiple school locations). The Consultant will work with local agencies to construct temporary infrastructure improvements.

Deliverables:
2.1 Photos, handouts, online ads, email blasts, and press coverage
2.2 Printed color brochures
2.3 Create unique crosswalks (15) and intersections (5) that encourage safe crossing and driver awareness
2.4 Demonstrate infrastructure opportunities for future improvements that increase safety: bike lanes, bulb outs, crosswalks, protected bike lanes, at grade crossings, etc.

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

Task 3: Encouragement
The Consultant will provide multiple encouragement activities to promote walking and biking at 33 schools throughout San Bernardino County including three school and community rodeos per school and ten Wheelin'/Walkin' Wednesdays at each school. The Wheelin/Walkin' Wednesdays should on-campus walking events for children with disabilities (example: The Morning Mile).

Deliverables:
3.1 Photos, flyers, handouts, demonstrations, list of participating partners, online ads, email blasts, press coverage
3.2 Photos, flyers, log of events, number of participants, and number of miles walked/biked

Task 4: Enforcement
The Consultant will work with each of the 33 schools to provide targeted area school enforcement programs. Enforcement programs can include crossing guards, safety patrols, and, for at least two schools, traffic gardens tool kits.

Deliverables:
If crossing guards are selected: Parent volunteers, school staff or paid personnel
If safety patrols are selected: Student and parent volunteers
If traffic garden tool kids are selected (at least two): Props, ground maps, street signs, crosswalks

Task 5: Evaluation
The Consultant will work with the San Bernardino County Department of Public Health to train audit and survey leaders as well as conduct audits and surveys before, during, and after implementation of the SRTS Program at the 33 schools throughout San Bernardino County. The audit will target bicycle and pedestrian activities before, during and after SRTS Program while the surveys will be used to gauge the SRTS Program as a whole before, during and after implementation.

Deliverables:
Report detailing the before, during, and after SRTS Program survey including a description of the tools and analysis of the results for each of the 33 schools.

Expected delivery timeline
It is expected that the deliverables will be completed within 36 months of the Notice-To-Proceed.

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Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

ATTACHMENT "B"

"PRICE PROPOSAL FOR TIME AND MATERIALS"

DRAFT

Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

Attachment B Price Proposal for Time and Materials **RFP No. 23-1002864**

Key Personnel

Name	Classification/Title	Job Function	Hours	Hourly Rate	
Key Personnel:					
Hannah Day-Kapell	Principal in Charge	Project quality + oversight	120	$	233
Kristin Haukom	Project Manager	Project management	700	$	211
Kelly Lei/Nora Stoelting	SRTS Outreach	SRTS activities	800	$	119
TBD	SRTS Coordinator	SRTS activities	3,120	$	119
Marguerite Schumm	Graphic Designer	Visual communications	500	$	164
Markos Legesse	Engineer	Demonstration projects	100	$	211
Colin Amos	Planner	Demonstration projects	200	$	125
Samantha Hernandez	Designer	Demonstration projects	200	$	111
Matt Buga	Project Coordinator	Project management	500	$	106
Barbara Alejandre	Engagement Coordinator	School/District communication	125	$	200
Total Key Personnel				$	870,440
Non-key Personnel				$	
Total Personnel				$	870,440

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Travel	$	1	$	10,000
Project supplies (flyers, stickers, educational tools)	$	1	$	50,000
Year 2 escalation	$	1	$	30,000
Year 3 escalation	$	1	$	35,000
	$		$	
Total ODC			$	125,000

Project Total: $995,440

Alta Planning + Design, Inc.

Proposer

Signature of Authorized Person

November 22, 2022

Date

Note: Alta reserves the right to escalate rates annually.

Attachment: 23-1002864_Draft Contract (9267 : Award Contract No. 23-1002864 to Alta for SRTS Phase IV)

Additional Information

GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2023

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dawn Rowe Board of Supervisors												
Curt Hagman Board of Supervisors												
Joe Baca, Jr. Board of Supervisors		X										
Art Bishop Town of Apple Valley		X										
Ray Marquez City of Chino Hills		X										
Frank Navarro City of Colton												
Acquanetta Warren City of Fontana		X										
Larry McCallon City of Highland		X										
Rhodes Rigsby City of Loma Linda												
Alan Wapner City of Ontario		X										
Debra Jones City of Victorville		X										
Rick Denison Town of Yucca Valley		X										

X = Member attended meeting. * = Alternate member attended meeting. Empty box = Member did not attend meeting. Crossed out box = Not a Board Member at the time.
Shaded box = No meeting.

Acronym List

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

Acronym List

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st 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

cta sb cog

San Bernardino County Transportation Authority

San Bernardino Council of Governments

MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019