

AGENDA

General Policy Committee Meeting

February 12, 2025

9:00 AM

Location

San Bernardino County Transportation Authority

First Floor Lobby Board Room

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

General Policy Committee Membership

Chair – Vice President

Rick Denison, Council Member
Town of Yucca Valley

President

Ray Marquez, Council Member
City of Chino Hills

Past President

Dawn Rowe, Supervisor
County of San Bernardino

West Valley Representatives

John Dutrey, Mayor
City of Montclair

Alan Wapner, Council Member
City of Ontario

Jesse Armendarez, Supervisor
County of San Bernardino

Mt./Desert Representatives

Debra Jones, Council Member
City of Victorville

Art Bishop, Mayor Pro Tem
Town of Apple Valley

East Valley Representatives

Frank Navarro, Mayor
City of Colton

Larry McCallon, Mayor Pro Tem
City of Highland

Helen Tran, Mayor
City of San Bernardino

Joe Baca, Jr., Supervisor
County of San Bernardino

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

AGENDA

General Policy Committee Meeting

February 12, 2025

9:00 AM

Location

SBCTA

First Floor Lobby Board Room

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

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

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

CALL TO ORDER

(Meeting Chaired by Rick Denison)

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

Public Comment

Brief Comments from the General Public

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

Possible Conflict of Interest Issues

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

1. Information Relative to Possible Conflict of Interest

Pg. 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.

INFORMATIONAL ITEMS

Items listed are receive and file items and are expected to be routine and non-controversial. Unlike the Consent Calendar, items listed as Informational Items do not require a vote.

2. December 2024 and January 2025 Procurement Report

Pg. 11

Receive the December 2024 and January 2025 Procurement Report.

Presenter: Alicia Bullock

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

3. Measure I Revenue

Pg. 18

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

Presenter: Lisa Lazzar

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

DISCUSSION ITEMS

Discussion - Administrative Matters

Pg. 20

4. MSRC Technical Advisory Committee Appointment

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

A. Receive information on the Mobile Source Air Pollution Reduction Review Committee (MSRC) Technical Advisory Committee (TAC) appointment.

B. Provide direction on a mechanism to fulfill the appointment for one representative appointed by SBCTA to represent all Cities of San Bernardino County within the South Coast Air Quality Management District (SCAQMD), and set a two-year term for this appointment.

C. Subject to direction provided, authorize the Board President or Executive Director to appoint the MSRC-TAC member.

Presenter: Marleana Roman

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

5. Release of Request for Proposal No. 25-1003245 for Disadvantaged Business Enterprise Consulting Services Pg. 22

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

Authorize staff to release Request for Proposal No. 25-1003245 for Disadvantaged Business Enterprise Consulting Services.

Presenter: Alicia Bullock

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 RFP.

6. Extension Requests for Fiscal Year 2023/2024 Measure I Local Street Program Funds Audits Pg. 27

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

Grant an extension to May 31, 2025, to complete the audit for Fiscal Year 2023/2024 Measure I Local Street Program funds for the City of Adelanto and Town of Apple Valley.

Presenter: Lisa Lazzar

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

7. Award Contract No. 25-1003184 for Investment Advisory Services Pg. 30

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

Award Contract No. 25-1003184 to U.S. Bancorp Asset Management, Inc., to provide Investment Advisory Services for a three-year term in an amount not-to-exceed \$405,000, to be funded with Measure I Administration funds, with two one-year options for a total not-to-exceed contract amount of \$675,000.

Presenter: Lisa Lazzar

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

Discussion - Air Quality/Traveler Services

8. San Bernardino Council of Governments Inland Regional Energy Network 2028 Business Plan Update Pg. 61

Receive an update on the San Bernardino Council of Governments Inland Regional Energy Network activities and 2028 Business Plan.

Presenter: Jennifer Aguilar

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

Discussion - Council of Governments

- 9. Update on the status and implementation strategy for the San Bernardino Regional Housing Trust** Pg. 67

Receive an update on the implementation of the San Bernardino Regional Housing Trust.

Presenter: Monique Reza-Arellano

This item is not scheduled for review by any other policy committee. This item will be scheduled for review by the City/County Managers' Technical Advisory Committee on March 6, 2025.

Discussion - Transportation Programming

- 10. SBCTA Project Prioritization Framework for SCAG Call for Project Nominations** Pg. 69

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

Approve the SBCTA Project Prioritization Framework for the Southern California Association of Governments Call for Projects for Surface Transportation Block Grant Program and Congestion Mitigation and Air Quality Program funds.

Presenter: Andrea Zureick

The proposed Framework was sent electronically to the City/County Managers' and Transportation Technical Advisory Committees, transit operators, and tribal governments for review. This item is not scheduled for review by any other policy committee or technical advisory committee.

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Mission Statement

Pg. 77

The next General Policy Committee meeting is scheduled for March 12, 2025.

Meeting Procedures and Rules of Conduct

Meeting Procedures - The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility & Language Assistance - The meeting facility is accessible to persons with disabilities. A designated area is reserved with a microphone that is ADA accessible for public speaking. A designated section is available for wheelchairs in the west side of the boardroom gallery. If assistive listening devices, other auxiliary aids or language assistance services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at clerkoftheboard@gosbcta.com and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

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

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

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

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

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

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

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide 35 copies to the Clerk of the Board for distribution. If providing written information for distribution to the Board, such information must be emailed to the Clerk of the Board, at clerkoftheboard@gosbcta.com, no later than 5:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Information provided as public testimony is not read into the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

Public Comment –An opportunity is also provided for members of the public to speak on any subject within the Board’s jurisdiction. Matters raised under “Public Comment” will not be acted upon at that meeting. See, “Public Testimony on an Item,” above.

Disruptive or Prohibited Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the President may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner.

Your cooperation is appreciated!

**General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Attendance.

- The President of the Board or Chair of a Policy Committee (Chair) has the option of taking attendance by Roll Call. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name.
- A Member/Alternate who arrives after attendance is taken shall announce his/her name prior to voting on any item.
- A Member/Alternate who wishes to leave the meeting after attendance is taken but before remaining items are voted on shall announce his/her name and that he/she is leaving the meeting.

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee. Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.
- Votes at teleconferenced meetings shall be by roll call, pursuant to the Brown Act, or, at any meeting, upon the demand of five official representatives present or at the discretion of the presiding officer.

The Vote as specified in the SBCTA Administrative Code and SANBAG Bylaws.

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the Alternate shall be entitled to vote. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/Desert Policy Committee.)

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the Chair shall ask the maker of the original motion if he or she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a Member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively, and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time to time, circumstances may require deviation from general practice (but not from the Brown Act or agency policy).
- Deviation from general practice is at the discretion of the Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Revised June 7, 2023

Minute Action

AGENDA ITEM: 1

Date: February 12, 2025

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$500 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
6	N/A	City of Adelanto	None
		Town of Apple Valley	
7	25-1003184	U.S. Bancorp Asset Management, Inc. <i>Monique Spyke</i>	None

Financial Impact:

This item has no direct impact on the Budget.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Deputy Executive Director

Approved
General Policy Committee
Date: February 12, 2025

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: February 12, 2025

Subject:

December 2024 and January 2025 Procurement Report

Recommendation:

Receive the December 2024 and January 2025 Procurement Report.

Background:

The Board of Directors (Board) adopted the Contracting and Procurement Policy No. 11000 on January 3, 1997, and approved the last revision on January 4, 2023. The Board 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 in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value of \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and, are estimated not-to-exceed \$1,000,000.

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

Lastly, the Board 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.
- No contract amendments were executed.
- Three CTOs were executed.
- No CTO amendments were executed.
- Three contingency amendments were executed.
- Three purchase orders were executed.
- One purchase order amendment was executed.
- One RFP was released.

Below is a summary of the actions taken by CityCom:

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

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

General Policy Committee Agenda Item

February 12, 2025

Page 2

A list of all contracts and purchase orders that were executed by the Executive Director, Department Director, and/or General Counsel during the months of December 2024 and January 2025 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom's contracts and purchase orders are presented in Attachment C.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

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

Responsible Staff:

Alicia Bullock, Procurement Manager

Approved
General Policy Committee
Date: February 12, 2025

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A - 1

December 2024 and January 2025 Contract/Amendment/CTO Actions

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
CTO	23-1003018	CTO No. 8A	Dudek	Greenhouse Gas Reduction Plan Update Climate change and adaptation planning.	\$ 50,000.00	\$ -	\$ -	\$ -	\$23,281,950.00 (available \$16,358,350.00)
CTO	24-1003135	CTO No. 8B	PlaceWorks	Greenhouse Gas Reduction Plan Update Climate change and adaptation planning.	\$ 50,000.00	\$ -	\$ -	\$ -	\$23,281,950.00 (available \$16,308,350.00)
CTO	22-1002707	CTO No. 13	TRC Engineers, Inc.	SR 60 Central Avenue Interchange Establish Existing Planting Construction Management Services.	\$ 339,284.59	\$ -	\$ -	\$ -	\$5,000,000.00 (available \$2,833,309.27)

Attachment: December 2024 and January 2025 Procurement Report - PDF (11134 : December 2024 and

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

Attachment A - 2

December 2024 and January 2025 Contingency Released Actions

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
22-1002722 No. 0E	Additional Design and Safety Features/Services/Studies/Coordination involving additional and/or out-of-scope work and incorporating various improvement features for the I-10 Corridor Freight and Express Lanes Project - Contract 2 PS&E.	Advanced Civil Technologies	\$ 57,791,176.04	\$ -	\$ 649,254.96	\$ 1,272,830.00	\$ 59,713,261.00
22-1002722 No. 0F	Preparation of Hydraulic/Hydrologic Analysis and Trash Capture Site Suitability/Strategy Management Plan for the I-10 Corridor Freight and Express Lanes Project - Contract 2 PS&E.	Advanced Civil Technologies	\$ 57,791,176.04	\$ -	\$ 1,922,084.96	\$ 356,300.00	\$ 60,069,561.00
18-1001870 No. 5J	Additional Services requested by Southern California Edison for surveying, mapping, potholing, plats and legals due to design revisions associated with right-of-way negotiations for the West Valley Connector Project.	Parsons Transportation Group, Inc.	\$ 6,495,780.54	\$ 6,430,040.00	\$ 970,984.00	\$ 120,926.00	\$ 14,017,730.54

Attachment: December 2024 and January 2025 Procurement Report - PDF (11134 : December 2024 and

Attachment A - 3

December 2024 and January 2025 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
New PO	4002578	1/8/2025	Wells Fargo Bank N.A.	4AllPromos - T-Shirts, Pins, Clips, Notepads for Express Lanes (Credit Card Purchase).	\$ 1,562.00	\$ -	\$ -	\$ 1,562.00
New PO	4002579	1/2/2025	Expert Plant Care, Inc.	Plant Service Monthly Maintenance.	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00
New PO	4002580	1/7/2025	Sky DBA Yzette Salas	Bituminous Machine Trailer for Caltrans Maintenance to replace delineators on the Express Lanes FY 24/25 through FY 25/26.	\$ 4,351.13	\$ -	\$ -	\$ 4,351.13
PO Amendment	4002431	1/18/2024	Agiline, LLC	Sharepoint Additions, Express Lanes Projects.	\$ 3,700.00	\$ -	\$ 4,000.00	\$ 7,700.00

Attachment: December 2024 and January 2025 Procurement Report - PDF (11134 : December 2024 and

Attachment B
December 2024 and January 2025 RFP's, RFQ's and IFB's

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
1/23/2025	RFP25-1003257	\$950,000	6/4/2025	Information Technology (IT) Support Services.

Attachment: December 2024 and January 2025 Procurement Report - PDF (11134 : December 2024 and

Attachment C
December 2024 and January 2025

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA50949	Weatherite	Install two new control boards for HVAC unit 205.	\$ 2,398.00
PO SBCTA51044	Vortex	Replace electric latch retractor.	\$ 2,560.00
PO SBCTA50986	Weatherite	Install thermostat inside the Board Room.	\$ 1,652.00
PO SBCTA50985	Weatherite	Clean all HVAC Vents/Registers.	\$ 3,511.00

Attachment: December 2024 and January 2025 Procurement Report - PDF (11134 : December 2024 and

Minute Action

AGENDA ITEM: 3

Date: February 12, 2025

Subject:

Measure I Revenue

Recommendation:

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

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of December 31, 2024, were \$2,632,664,175.

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

Measure I revenue for the 2024/2025 Fiscal Year Budget was estimated at \$251,900,000. Actual Measure I receipts for Fiscal Year 2024/2025 October through December are \$61,567,694, in comparison to \$62,247,797 received during the quarter ending December 2023/2024, with a decrease of 1.09% due to the reduction in consumer spending in the County of San Bernardino.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Lisa Lazzar, Chief Financial Officer

Approved
General Policy Committee
Date: February 12, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SBCTA Measure I Receipts 2010-2040

Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,649
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	\$1,176,858,666
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	\$1,357,345,167
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	\$1,535,799,994
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	\$1,744,874,794
Fiscal Year 2021/22	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	\$1,997,667,772
Fiscal Year 2022/23	64,538,748	66,271,275	66,140,449	60,936,812	257,887,284	\$2,255,555,056
Fiscal Year 2023/24	64,368,274	62,247,797	65,142,607	60,102,892	251,861,570	\$2,507,416,626
Fiscal Year 2024/25	63,679,854	61,567,694			125,247,549	\$2,632,664,175
% Increase Over 23/24	-1.07%	-1.09%			-50.27%	

Minute Action

AGENDA ITEM: 4

Date: February 12, 2025

Subject:

MSRC Technical Advisory Committee Appointment

Recommendation:

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

- A. Receive information on the Mobile Source Air Pollution Reduction Review Committee (MSRC) Technical Advisory Committee (TAC) appointment.
- B. Provide direction on a mechanism to fulfill the appointment for one representative appointed by SBCTA to represent all Cities of San Bernardino County within the South Coast Air Quality Management District (SCAQMD), and set a two-year term for this appointment.
- C. Subject to direction provided, authorize the Board President or Executive Director to appoint the MSRC-TAC member.

Background:

Per California Health & Safety Code § 44244, the regional Mobile Source Air Pollution Reduction Review Committee (MSRC) was created. The membership includes County Commissions, the South Coast Air Quality Management District (SCAQMD), and Air Resources Board (ARB). MSRC develops and implements work programs which reduce mobile source emissions, funded by Assembly Bill 2766. In addition, per Section 44244(c), the MSRC-TAC, was established to include but not be limited to, “...representatives of agencies which make up the committee, a representative of the cities from each county within the south coast district, and a representative of the boards of supervisors of each county within the south coast district.” The duties of the MSRC-TAC are to assist the MSRC in the development of the work program, pursuant to section 44244(b), to present recommendations for approval to the MSRC, and to perform those additional duties as may be required by the MSRC.

Staff was recently made aware that San Bernardino County Transportation Authority (SBCTA) is the appointing authority for the individual serving on the MSRC-TAC as “a representative of the cities from each county within the south coast district.” The most recent appointment for a representative serving in this capacity was made in August 2005, with the appointment of Sean O’Connor, Maintenance and Operations Manager for the City of Chino Hills. Mr. O’Connor has held this appointment for close to 20 years, but is now planning to retire.

Staff is seeking direction on a mechanism to fulfill this appointment going forward. The eligible cities include: Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa--all cities within the SCAQMD. The appointee must be a city employee from one of the 18 eligible cities.

It seems best to place an item on either the Board of Directors agenda as a “Nomination and Election” item, which means the Board would be the appointing authority; or, another possibility could be to delegate the process to occur at the City/County Managers’ Technical Advisory Entity: *San Bernardino County Transportation Authority*

General Policy Committee Agenda Item

February 12, 2025

Page 2

Committee (CCMTAC) meeting. An item would be placed on the CCMTAC agenda as a “Call for Interest of one Regular City Member to the MSRC-TAC”. If the Board’s desire is to delegate the process to the CCMTAC, then the CCMTAC members would submit their recommendations to either the Board President or the Executive Director for consideration and appointment. This would also require the Board to delegate appointing authority to either the Board President or the Executive Director as listed in Recommendation C.

Staff is requesting that the Board provide direction on how to proceed with fulfilling the MSRC-TAC appointment. It is also recommended that a two-year term be applied to this appointment, to allow the opportunity for other city members to serve.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
General Policy Committee
Date: February 12, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 5

Date: February 12, 2025

Subject:

Release of Request for Proposal No. 25-1003245 for Disadvantaged Business Enterprise Consulting Services

Recommendation:

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

Authorize staff to release Request for Proposal No. 25-1003245 for Disadvantaged Business Enterprise Consulting Services.

Background:

San Bernardino County Transportation Authority (SBCTA) has identified certain measures in order to comply with 49 CFR Part 26.51 and the California Department of Transportation (Caltrans) requirements, by having a Disadvantaged Business Enterprise (DBE) program that strongly encourages the participation of DBEs in the performance of work funded by the Federal Highway Administration (FHWA) or the Federal Transit Administration (FTA). SBCTA seeks to hire a qualified consultant to assist with reviews, goal calculations, good faith efforts, etc.

The firm will be responsible for the following:

- Reviewing SBCTA's DBE-related materials, including manuals and forms, to ensure DBE firms have maximum opportunities to participate in all procurement activities.
- Attend Pre-Bid and Pre-Proposal Conferences as needed.
- Assess and review contract-specific DBE goals for FHWA-funded projects.
- Monitor performance to ensure DBE participation at the level stated in contracts.
- Assist with DBE Program for FTA-funded contracts.

Pursuant to policy direction, SBCTA is required to award these types of contracts based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SBCTA. Such selection shall take into consideration prior experience of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function. The contract, if awarded, will secure services for five (5) years.

Financial Impact:

This item has no impact on the adopted Budget for Fiscal Year 2024/2025 as services will not commence until Fiscal Year 2025/2026. The agreement will be included in the proposed budget for Fiscal Year 2025/2026 and will be funded by various sources depending on project needs. Prior sources have included Rail Assets, Local Projects fund, Indirect Cost fund, and Measure I (freeway, interchange, arterial, express bus/rapid transit, and major local highway) in Program 01 General Government, 30 Transit, and 40 Project Delivery.

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item

February 12, 2025

Page 2

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 RFP.

Responsible Staff:

Alicia Bullock, Procurement Manager

Approved
General Policy Committee
Date: February 12, 2025

Witnessed By:

1. PURPOSE

Consultant shall provide consulting, monitoring and related services in compliance with the requirements of the Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) Disadvantaged Business Enterprise (DBE) Programs.

2. BACKGROUND

SBCTA is a subrecipient of Federal Highway Administration (FHWA) funds through the California Department of Transportation (Caltrans) and is also a subrecipient of Federal Transit Administration (FTA) funds through Omnitrans. SBCTA must comply with each recipient's DBE program in accordance with Title 49 Code of Federal Regulations (CFR) Part 26. As a subrecipient of federal funds, SBCTA requires the assistance of a Firm to review DBE reporting forms, and provide associated technical and subject matter assistance related to DBE requirements and compliance, and monitor DBE award and payments on FHWA and FTA funded contracts.

3. SCOPE OF SERVICES

Provide DBE monitoring services, DBE related technical assistance, and outreach as requested for FTA- and FHWA-funded procurements.

3.1. TASK 1 - DBE/SB related Technical Assistance

Consultant shall provide subject matter and technical assistance:

- 3.1.1. Relative to SBCTA's compliance with Omnitrans and Caltrans DBE programs and corresponding actions required to demonstrate responsiveness to any findings, including addressing Omnitrans and Caltrans requests related to FTA and FHWA DBE Program items, updating internal documents, addressing questions from DBE community, updating website and other marketing materials, etc.
- 3.1.2. Assist SBCTA staff in interpretation of DBE requirements.
- 3.1.3. Assist in preparing the FTA and FHWA Reports related to DBE Commitments/Award and Payments.
- 3.1.4. SBCTA has signed a sub-recipient implementation agreement with Omnitrans and a DBE Implementation Agreement for Local Agencies (Exhibit 9-A) with Caltrans. SBCTA also signs a Local Agency DBE Annual Submittal Form (Exhibit 9-B) with Caltrans each year. SBCTA may require technical assistance with these agreements and forms.

3.2. TASK 2-Monitoring DBE Commitments and Payment Requirements

- 3.2.1. Perform on-going monitoring of prime payments to subcontractors over the course of all covered contracts.
- 3.2.2. Review prime contractor invoices and confirm prime receipt of payments from SBCTA.

- 3.2.3. Review invoices sent from subcontractors to primes, gather subcontractor payment detail, and verify payment receipt.
- 3.2.4. Collect monthly DBE reports (Form 103), if required, and ensure guidelines are being met, and verify DBE certification status of all certified firms.

3.3. TASK 3 - Determine DBE Commercially Useful Function

- 3.3.1. Conduct Commercially Useful Function (CUF) reviews on all FTA and FHWA funded contracts with DBE participation to ensure DBEs are qualified to perform the work, and verify the work is performed.
- 3.3.2. Ensure DBEs are responsible for execution of the work of the contract and are carrying out their responsibilities by performing, managing and supervising the work involved.
- 3.3.3. Become familiar with the scope of work for each DBE firm, review project related documents, and conduct field interviews.
- 3.3.4. Provide a certified written report verifying that DBEs are performing the work, using their own employees, providing necessary equipment, and supplying materials; note any deficiencies and suggested corrective action, if required.

3.4. TASK 4 - Provide Web-Based Electronic Reporting System

- 3.4.1. Provide an automated system that requires real time entry of payments to subcontractors, and receipts by prime contractors and subcontractors and regular monitoring of that system. The system shall be a web-based electronic reporting system that requires prime contractors and subcontractors to report payments through this system. Consultant shall monitor prompt payments to subcontractors using the electronic system and keep SBCTA informed of any reporting issues.

3.5 TASK 5 - FHWA Funded Projects

3.5.1 Review and update of DBE-related materials, including manuals and forms.

- Prepare or update procurement solicitation and contract templates with the correct DBE language. Provide updated language to be included in the Request For Proposals and Invitation For Bids templates for FHWA-funded projects.
- Review SBCTA's website and provide recommendations relative to current DBE information.

Deliverables:

- Electronic copy of DBE solicitation language and contract template language.

3.5.2 Pre-Bid/Pre-Proposal Conferences

The Consultant shall participate in the pre-bid/pre-proposal meetings for federally funded procurements as requested by SBCTA. The services shall include but are not limited to:

- Provide an overview of the DBE program and specific contract requirements.
- Provide DBE-related materials for the pre-bid/pre-proposal meeting.
- Review scopes of work and/or specifications to determine possible areas of work or materials for DBE subcontractors.

3.5.3 Assess, Develop and review contract-specific DBE goals for FHWA-funded projects

- Determine the availability of DBE participation for individual projects by reviewing the scopes of work/specifications and identifying potential subcontracting opportunities for DBE firms.
- Develop contract-specific DBE goals based on the availability of ready, willing and able DBE firms.
- Complete required DBE forms to be used to report project-specific goals.
- Review and verify DBE participation forms submitted by the proposing firm to determine responsiveness to the DBE goal.
- Review and verify the Good Faith Efforts submitted by proposing firms who did not meet the DBE goal to determine responsiveness to the DBE requirement.

Deliverables:

- Justification for the DBE contract specific goal participation.
- Report describing the review and findings of DBE participation by proposing firms on contract-specific goals.
- Report describing the review and findings of Good Faith Efforts by proposing firms who did not meet the contract-specific goals.

3.5.4 Provide contract compliance and reporting services

The Consultant shall provide the following:

- Conduct on-site monitoring of all contracts with DBE race conscious and race neutral goals.
- Post-award monitoring of DBE activity to ensure that the DBEs are hired to perform the work stated in the contract and that there are no improprieties.
- Assist in development of subrecipient monitoring plan for DBE compliance, including all necessary tools to be used in monitoring subrecipient contracts.
- Utilize subrecipient monitoring plan and tools developed to monitor subrecipient contracts for DBE compliance.
- Prepare any DBE reports required by Caltrans under their Local Assistance Program.
- Prepare a calendar of all required DBE reports, due dates, start dates, etc. Calendar is due annually on January 1st.
- Conduct on-site training for Agency staff as requested.

Minute Action

AGENDA ITEM: 6

Date: *February 12, 2025*

Subject:

Extension Requests for Fiscal Year 2023/2024 Measure I Local Street Program Funds Audits

Recommendation:

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

Grant an extension to May 31, 2025, to complete the audit for Fiscal Year 2023/2024 Measure I Local Street Program funds for the City of Adelanto and Town of Apple Valley.

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 at their February meeting and the SBCTA Board of Directors (Board) at their March meeting.

The City of Adelanto, Town of Apple Valley, City of Fontana, City of Needles, City of Rialto, City of San Bernardino, and City of Victorville were granted an automatic two-month extension to complete the Fiscal Year 2023/2024 Measure I Audit on Local Street Program Funds. The audits for the Cities of Fontana, Needles, Rialto, San Bernardino, and Victorville should be completed by February 28, 2025, and should not require further extension. The City of Adelanto and Town of Apple Valley have submitted letters requesting extensions to May 31, 2025, to complete the Fiscal Year 2023/2024 Measure I Audit on Local Street Program Funds.

SBCTA staff has informed the City of Adelanto and Town of Apple Valley staff that based on policy, an additional time extension is subject to Board approval and that withholding of Measure I funds will commence in March 2025 if extension is not approved. If the extension is not granted, the funds will be withheld and only released upon completing the Measure I audit.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Lisa Lazzar, Chief Financial Officer

Approved
General Policy Committee
Date: February 12, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority



Gabriel Reye
Mayor

Daniel Ramo
Mayor Pro Tem

Joy Jeannet
Council Member

Angelo Mez
Council Member

Amanda Uptergrove
Council Member

Jessie Flores
City Manager

November 26, 2024

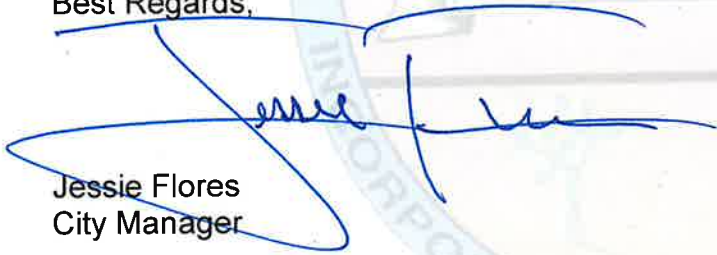
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

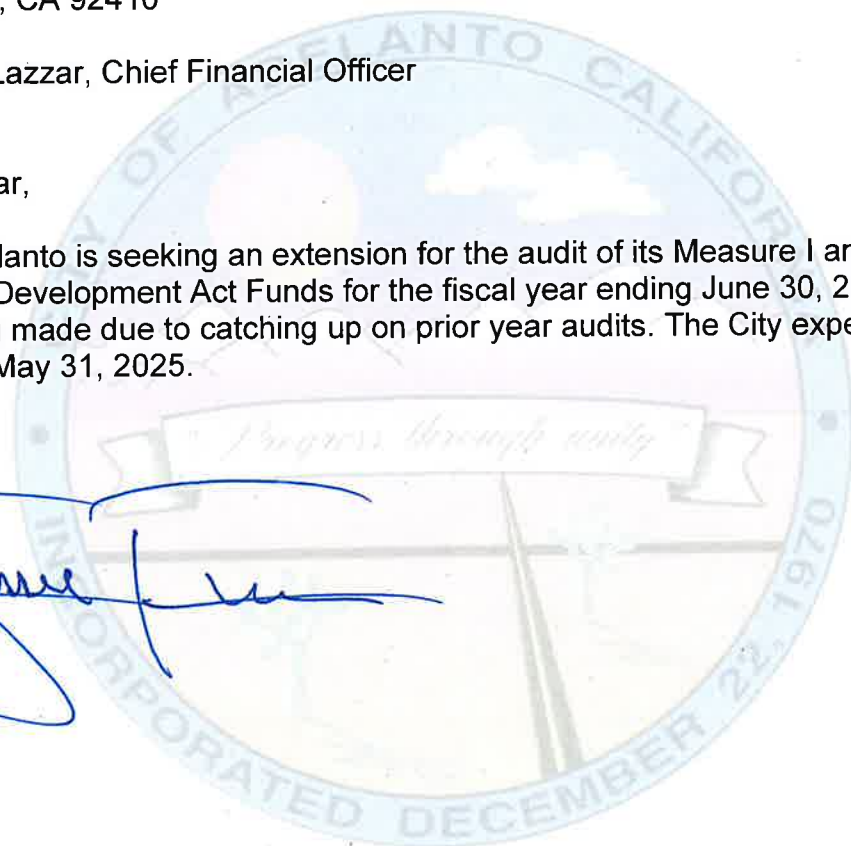
Attention: Lisa Lazzar, Chief Financial Officer

Dear Mrs. Lazzar,

The City of Adelanto is seeking an extension for the audit of its Measure I and Transportation Development Act Funds for the fiscal year ending June 30, 2024. This request is being made due to catching up on prior year audits. The City expects the audit to be finalized by May 31, 2025.

Best Regards,


Jessie Flores
City Manager



Attachment: Adelanto Extension Request FY 2024 (11121 : Extension Requests for Fiscal Year 2023/2024 Measure I Local Street Program



Town of Apple Valley
Finance Department

A Better Way of Life

November 25, 2024

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Attention: Lisa Lazzar, Chief Financial Officer

Dear Mrs. Lazzar,

The Town of Apple Valley is seeking an extension for the audit of its Measure I and Transportation Development Act Funds for the fiscal year ending June 30, 2024. This request is being made due to staff turnover that resulted in delays in issuing the Town's financial statements for the fiscal year ended June 30, 2024. The Town expects the audit to be finalized by May 31, 2025.

Best Regards,

Emad Gewaily
Director of Finance

Minute Action

AGENDA ITEM: 7

Date: February 12, 2025

Subject:

Award Contract No. 25-1003184 for Investment Advisory Services

Recommendation:

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

Award Contract No. 25-1003184 to U.S. Bancorp Asset Management, Inc., to provide Investment Advisory Services for a three-year term in an amount not-to-exceed \$405,000, to be funded with Measure I Administration funds, with two one-year options for a total not-to-exceed contract amount of \$675,000.

Background:

On September 5, 2024, San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 25-1003184 for Investment Advisory Services, which was sent electronically to approximately 142 consultants registered on PlanetBids. Fifteen firms downloaded the solicitation.

On October 17, 2024, three proposals were received and found to be responsive by the Procurement Analyst. The Evaluation Committee was comprised of one staff from SBCTA, one staff from San Bernardino County, and one staff from Orange County Transportation Authority. Evaluators concluded their individual review of the proposals and convened to review and discuss the proposals. The committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience and References--25 points; Proposed Staffing and Project Organization--25 points; Work Plan--25 points; and Price--25 points.

The Evaluation Committee considered all firms qualified to perform the work specified in the RFP. Based on the scoring of the technical proposal, the highest-ranked firm is U.S. Bancorp Asset Management, Inc. This firm was selected because they clearly demonstrated a thorough understanding of the scope of work and proposed a solid team, work plan, and reasonable price.

Financial Impact:

Investment advisory services are included in the adopted Budget for Fiscal Year 2024/2025 and funded with Measure I Administration funds, Program 01, General Government, Task 0400, and Financial Management.

Reviewed By:

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

Responsible Staff:

Lisa Lazzar, Chief Financial Officer

Entity: San Bernardino County Transportation Authority

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Approved
General Policy Committee
Date: February 12, 2025
Witnessed By:

General Contract Information

Contract No: 25-1003184 Amendment No.: _____
 Contract Class: Payable Department: Finance
 Vendor No.: 01653 Vendor Name: US BANCORP ASSET MANAGEMENT
 Description: Investment Advisory Services

Dollar Amount					
Original Contract	\$	405,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	405,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	405,000.00

Contract Authorization

Board of Directors Date: 3/5/2025 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No _____ N/A _____
 Local _____ Professional Services (Non-A&E) _____ Monthly _____

Accounts Payable

Estimated Start Date: 3/5/2025 Expiration Date: 3/31/2028 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:	Total Contingency:
								\$	\$
GL:	1020	01	0400	0000	52110		41100000	405,000.00	-
							MSI Admin	405,000.00	-
GL:								-	-
GL:								-	-
GL:								-	-
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Lisa Lazzar _____ Lisa Lazzar _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 08-25-2022 10.11am [Revision 1] (11271 : Award Contract No. 25-1003184 for Investment Advisory Services)

CONTRACT NO. 25-1003184**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****U.S. BANCORP ASSET MANAGEMENT, INC.****FOR****INVESTMENT ADVISORY SERVICES**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and U.S.. Bancorp Asset Management, Inc., (“CONSULTANT”), whose address is 633 West 5th Street, Suite 2560, Los Angeles, CA 90071. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties.”

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through March 31, 2028, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed March 31, 2030.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or applied to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA), shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Four Hundred Five Thousand Dollars (\$405,000). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work," and shall be reimbursed pursuant to Exhibit B "Price Proposal." The fee schedule identified in Exhibit B shall remain fixed for the term of this Contract. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 Intentionally Omitted
- 3.4 Intentionally Omitted
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES"

Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

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

ARTICLE 4. INVOICING

4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.

4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-1fweb.sanbag.ca.gov/Forms/Invoice-submission>

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

4.4 Intentionally Omitted

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

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant'S work is

satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 Intentionally Omitted

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. Upon reasonable notice and during CONSULTANT's regular business hours, CONSULTANT shall provide SBCTA or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, or auditing. This access may occur normal business hours and in such a manner as to not interfere with normal business activities. CONSULTANT'S sensitive or confidential information can be viewed by the Authority at a CONSULTANT'S location or via a video conference call, however the Authority may not record or create copies of CONSULTANT'S sensitive or confidential information.

- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA. 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 CONSULTANT agrees to perform its duties and responsibilities under this Agreement as stated in Exhibit A with reasonable care.I

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 reports and market updates with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
- 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
- 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
- 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are

limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

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

ARTICLE 12. CHANGES

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

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 14. CONFLICT OF INTEREST

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

ARTICLE 15. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. In the event that the Consultant is required to divert 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 of the resulting replacement, introduce the individual serving as the replacement to SBCTA, and provide SBCTA with any other information regarding the individual that may be reasonably requested by SBCTA. In the event that

SBCTA is not satisfied with the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Monique Spyke	Managing Director

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents, data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Work by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same, or (d) the disclosure is required by law or judicial or regulatory process. 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. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

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

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, 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 as well as any materials furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause –
- 18.2.1 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.

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

18.2.2 CONSULTANT may terminate this Contract for a material breach of its terms by SBCTA upon SBCTA's failure to cure such material breach within thirty (30) days after written notice thereof has been delivered by the CONSULTANT.

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

SBCTA understands and agrees that all of the insurance requirements and provisions that follow generally fall below CONSULTANT's self-insured retention or deductibles. Further, for all intents and purposes, CONSULTANT is considered self-insured for the insurance requirements that follow: 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, 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 \$5,000,000 per claim
- An annual aggregate limit of not less than \$5,000,000
- Coverage or self-insurance shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.

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

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

Such policies or self-insurance shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance, or self-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 or self-insurance must include the following:

- Consultant shall maintain commercial general liability(CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,

- 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.

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

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

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

21.1.4 Umbrella/Excess CGL. The policy, or self-insurance must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy or self-insurance 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 or self-insurance shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy or self-insurance 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 or self-insurance 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 or self-insurance must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance or self-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 or self-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. Shall be appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage or self-insurance shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, release of private information, extortion and network security. The policy or self-insurance shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

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. The General Liability Policy or self-insurance shall be endorsed by ISO Form CG 20 43, or if not available, then an ISO Form that is equivalent in coverage, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Intentionally Deleted -
- 21.2.4 Deductibles and Self-Insured Retention. The parties agree that CONSULTANT shall either carry commercially available insurance or self-insure any or all of the insurance requirements in this agreement. In the event that CONSULTANT self-insures, then

CONSULTANT agrees that they then act as the insurer and will provide all coverages that would have otherwise been available had they purchased insurance.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. The General Liability policies required to be maintained by the CONSULTANT or any subconsultant, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 12 19, 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 under the required General Liability, Automobile Liability, and Worker's Compensation, 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 Work. 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 the General Liability, Automobile Liability, and Workers' Compensation Insurance 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.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall maintain, or cause to be maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The

CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Scope of Work.
- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. Intentionally Omitted
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the

specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

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

ARTICLE 22. INDEMNITY

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

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

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

- ~~22.2.1 For all other Work and obligations under this Contract, SBCTA agrees to indemnify, defend (with legal counsel reasonably approved by CONSULTANT) and hold harmless CONSULTANT and their authorized officers, employees, agents and volunteers ("CONSULTANT Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any wrongful acts, errors, or omissions, whether negligent or intentional, of any person and for any costs or expenses incurred by any CONSULTANT Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of CONSULTANT Indemnitees. SBCTA's indemnification obligation applies to CONSULTANT Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct," within the meaning of Civil Code section 2782, of any Indemnitee.~~

ARTICLE 23. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's

costs resulting from errors or deficiencies in Work furnished under this Contract, including, but not limited to, any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods

by which Work is performed. All personnel furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). ~~Upon mutual agreement of the Parties, notices may be sent by electronically by fax or email.~~ 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 promptly notify SBCTA of any contact information changes.

To CONSULTANT	To SBCTA
633 West 5th Street, Suite 2560	1170 W. 3rd Street, 2nd Floor
Los Angeles, CA 90071	San Bernardino, CA 92410-1715
Attn: Monique Spyke	Attn: Lisa Lazzar
Email: spykem@pfmam.com	Email: llazzar@gosbcta.com
Phone: (415) 393-7259	Phone: (909) 884-8276
	Copy: Procurement Manager
	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

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

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

See Article 17.

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

DRAFT

Attachment: Contract No. 25-1003184 - Investment Advisory Services - US Bancorp-PDF (11271 : Award Contract No. 25-1003184 for Investment

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

CONSULTANT

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Monique Spyke
Managing Director

By: _____
Ray Marquez
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

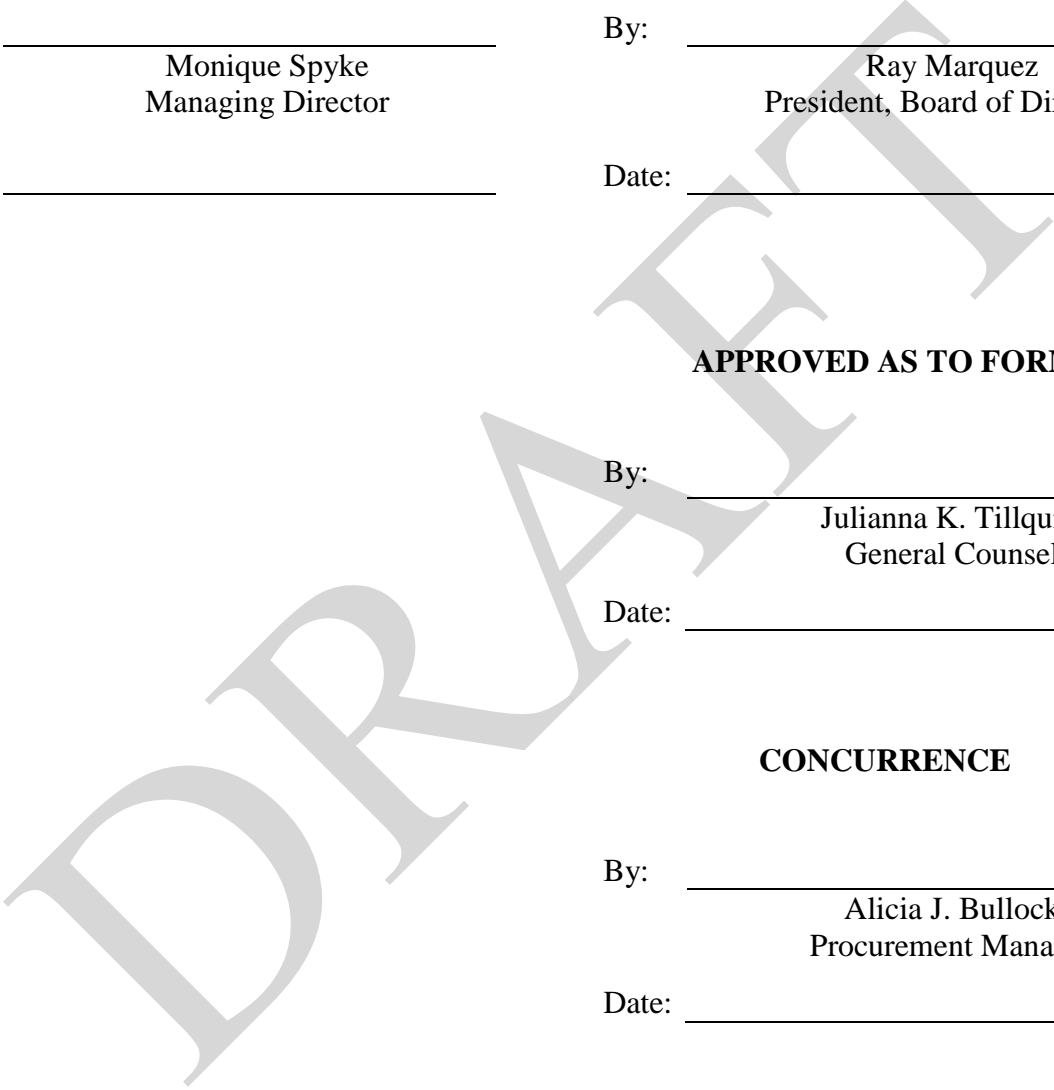


EXHIBIT "A"
"SCOPE OF WORK"

DRAFT

Scope of Work – Investment Advisory Services

1. **Provide advice on portfolio performance and issuance of quarterly investment reports.** CONSULTANT will assist SBCTA in selecting a performance benchmark that matches the composition, duration, and risk profile of SBCTA’s actual portfolio. CONSULTANT will provide SBCTA with a quarterly portfolio performance report that evaluates the performance of the portfolio in comparison to SBCTA’s selected benchmark as described in SBCTA’s investment policy. The report will also include a summary detailing trading strategies implemented during the quarter and will provide recommendations for investment strategies for the upcoming quarter.
2. **Review reports of the portfolio managers and provide recommendations.** CONSULTANT will track its purchases and sales and all the securities in the managed portfolio on our accounting system. CONSULTANT will provide SBCTA with recommendations as part of our informal communications and formal reports.
3. **Make presentations to the SBCTA Board and/or Committees.** CONSULTANT shall be available to meet with and present information to SBCTA’s Board, Committees, and the Chief Financial Officer as required.
4. **Provide advice on current investment strategy.** CONSULTANT will review SBCTA’s current investment strategy and provide advice on SBCTA’s current investment strategy for its operating funds, reserves, and bond proceeds. In addition, the CONSULTANT will advise SBCTA on current market conditions and help SBCTA design future investment strategies.
5. **Prepare monthly investment reports.** CONSULTANT shall provide SBCTA with monthly account statements for each account managed. These statements will include information on portfolio value and quality, transactions made during the month, security maturities, gains and losses on sales, and interest income.
6. **Review of Investment Policy.** CONSULTANT shall review SBCTA’s investment policy at the start of the engagement and provide written recommendation(s) for revisions/updates. CONSULTANT will then review the investment policy on an annual basis and provide recommendations based on changes to the California Government Code and prudent investment practices.
7. **Provide a strategy for investing bond proceeds.** CONSULTANT shall assist SBCTA in developing an investment strategy designed to optimize SBCTA’s retainable earnings in accordance with arbitrage rebate regulations and with investments designed to protect the safety of the funds and provide needed liquidity.
8. **Provide advice and recommendations on investments.** CONSULTANT shall provide SBCTA with advice and recommendations on its investments through the quarterly performance report and conversations between SBCTA staff and CONSULTANT’s portfolio managers.
9. **Provide advice/recommendations on the management of resources.** CONSULTANT shall provide SBCTA with advice on the management of resources including a banking service review and procedures to improve investment activities.
10. **Provide economic and interest rate information.** As part of the quarterly portfolio performance report, CONSULTANT shall provide SBCTA with an assessment of economic conditions and the effects on the market. CONSULTANT will send SBCTA notices of key

- economic events on the markets. CONSULTANT's portfolio managers shall be available to discuss market conditions on an as-needed basis.
11. **Submittals** – Monthly Investment Reports. A listing of SBCTA's investments for the operating reserve, rail assets, Transportation Development Act (TDA) funds, Local Agency Investment Fund (LAIF), California Asset Management Program (CAMP), and any other investments, the composition of the portfolio, maturity distribution, and weighted average yield to maturity. Quarterly Investment Report – Market update, portfolio summary and recap, portfolio strategy, portfolio performance, portfolio return comparison, and maturity distribution.
 12. **Schedule** – Annual review (performed in February/March) and recommendations to SBCTA's investment policy.
 13. **Arbitrage** – Additional services relating to Arbitrage Rebate Compliance Services, including all debt issuances (long and short-term).
 14. **Pool Compensation.** Assets invested by the CONSULTANT pursuant to this Scope of Work may from time to time be invested in a money market mutual fund or a local government investment pool managed by the CONSULTANT or an affiliate of the CONSULTANT (either, a "Pool"). Average daily net assets subject to the fees described in this Agreement shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the CONSULTANT or the affiliate of the CONSULTANT, as applicable, and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.
 15. **CONSULTANT's Other Clients.** The SBCTA understands that the CONSULTANT performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The SBCTA agrees that the CONSULTANT, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the SBCTA. The CONSULTANT shall not have any obligation to recommend any security for the SBCTA solely by reason of the fact that the CONSULTANT, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.
 16. **Brochure and Brochure Supplement.** SBCTA acknowledges that it has been provided with all information necessary in connection with the services to be provided by CONSULTANT hereunder, including a copy of Parts 2A and 2B of CONSULTANT's Form ADV prior to or at the time of SBCTA's execution of this Agreement.

**EXHIBIT “B”
“PRICE PROPOSAL”**

DRAFT



**Attachment B -- Price Proposal
for: Fixed Price**

RFP No. 25-1003184-

Range	Proposed Percentage per Year (for years 1 to 3)
First \$100 million	7 basis points (0.07%)
Assets over \$100 million	5 basis points (0.05%)

TOTAL FIXED PRICE AMOUNT: \$135,000/year

Range	Proposed Percentage per Year (Option Year 1)
First \$100 million	7 basis points (0.07%)
Assets over \$100 million	5 basis points (0.05%)

TOTAL FIXED PRICE AMOUNT: \$135,000/year

Range	Proposed Percentage per Year (Option Year 2)
First \$100 million	7 basis points (0.07%)
Assets over \$100 million	5 basis points (0.05%)

TOTAL FIXED PRICE AMOUNT: \$135,000/year

This fee assumes assets of \$230 million.

I hereby acknowledge that I have included all labor hours, fees, taxes, materials and equipment in this price.

U.S. Bancorp Asset Management, Inc.

Proposer

Signature of Authorized Person

October 16, 2024

Date

Minute Action

AGENDA ITEM: 8

Date: February 12, 2025

Subject:

San Bernardino Council of Governments Inland Regional Energy Network 2028 Business Plan Update

Recommendation:

Receive an update on the San Bernardino Council of Governments Inland Regional Energy Network activities and 2028 Business Plan.

Background:

On January 9, 2019, the San Bernardino Council of Governments (SBCOG) Board of Directors authorized staff to pursue the development of a Regional Energy Network to provide energy efficiency programs in the Inland Empire related to Codes & Standards (C&S) Sector, Public Sector, and Workforce Education & Training (WE&T) as outlined in the Inland Regional Energy Network (I-REN) business plan. SBCOG staff worked in coordination with the Coachella Valley Association of Governments and Western Riverside Council of Governments (WRCOG) to submit the I-REN application and business plan to the California Public Utilities Commission (CPUC). In October 2021, the CPUC issued a proposed decision to approve the business plan for I-REN. This proposed decision would provide \$65 million combined over five years through 2027. In November 2021, the CPUC approved the I-REN application and business plan with WRCOG as the lead agency for this program. I-REN initiatives are guided by the I-REN Executive Committee, which is comprised of a board of elected officials from Riverside and San Bernardino counties. As 2027 approaches, staff has begun to consider the options for the next I-REN business plan which will extend the I-REN program to 2035.

The purpose of this report is to provide an update regarding the activities for the I-REN sectors in the SBCOG region for the following three I-REN sectors: C&S, Public Sector, and WE&T. The report will also cover the potential sectors available for I-REN's next business plan and options for consideration.

I-REN Codes & Standards Sector Update:

The I-REN C&S Sector has the goal of providing no-cost educational resources to navigate Title 24 Part 6 of the Energy Code.

The I-REN C&S Sector has focused the strategy on three areas:

1. Supporting local jurisdiction building departments.
2. Engaging and supporting local builders and the building industry with the energy building codes.
3. Provide regional tools, training, and resources to promote energy codes.

So far, the I-REN C&S Sector team focused efforts on marketing the I-REN brand to the target C&S audience, developing relationships, and engagement with the base audience for the C&S offerings.

Entity: San Bernardino Council of Governments

Highlights of the I-REN C&S activities included:

- 26 C&S training courses were provided.
- 20 of the 26 courses offered the International Code Council Continuing Education Units with participants attending from each agency within SBCOG territory.
- I-REN C&S training courses earned a 99% satisfaction rate from the participants.
- Lighting Measures for Single Family Residential was the highest rated training, with 72% of respondents strongly agreeing that it met all 10 evaluated satisfaction metrics.
- Launch of the “Ask an Energy Code Question” service, which allows building industry experts to request expert support on a specific code question.

I-REN Public Sector Update:

The I-REN Public Sector program offers no-cost energy support to public sector agencies who are served by either Southern California Edison or Southern California Gas in Riverside and San Bernardino counties. Recognizing that each public agency faces unique barriers to implementing energy projects, I-REN provides customized support to eligible agencies including:

- Providing local governments with support and resources to develop and implement their strategic energy plans and energy efficiency projects.
- Establishing one-on-one support for local governments’ energy efficiency projects.
- Developing or enhancing strategic energy plans to connect local government goals related to climate, resilience, and economic development to energy efficiency programs and adoption.

The I-REN Public Sector team focused on creating tools and templates for effective service delivery, which included integrating member agency feedback collected from the I-REN orientation meetings and onboarding the agencies looking for immediate support.

Highlights of the I-REN Public Sector activities included:

- 22 agencies are working through the project intent, or roadmap phase of an energy project within the SBCOG region.
- Two agencies are pending further discussion or have new contacts in 2025.
- Seven agencies have received their Resilience Roadmap and are pending further discussion about their potential projects.
- Two agencies are in discussions about budget and Capital Improvement Project (CIP) plans.
- Two agencies have received their intent forms and are working through their signature phase.
- Six agencies have signed their intent forms and are working through the process for their applications to be completed and approved.
- One project reached completion in December 2024 and will be in the tracking phase of the project through 2025 prior to full reimbursement.

Incentive Programs related to the I-REN Public Sector:

One of the objectives of the I-REN Public Sector program is to help local governments afford and finance a range of energy efficiency upgrades. The I-REN budget includes \$10 million that can be used for this purpose. The I-REN site visits and project development work represent a

gateway to gain access to this funding. The Public Sector program will implement this by providing incentives for savings based on Normalized Metered Energy Consumption (NMEC) achieved over three to five years. I-REN will offer a resource program with incentives for measures including but not limited to: Heating, Ventilation, and Air Conditioning (HVAC) tune ups and retrofits; exterior and interior lighting and smart controls; and operations and maintenance. The program is open to all public sector facilities including those operated by local county, city and town governments, special districts, and tribes.

Program outreach will focus initially on public gathering spaces such as community and neighborhood centers, health and recreation centers, senior centers, teen centers, and libraries. Implementing energy efficiency projects at these locations will serve multiple goals, including but not limited to:

- Upgrades and retrofits to HVAC and lighting equipment both interior and exterior to improve comfort and safety at facilities that benefit vulnerable populations such as children, seniors, and low income, disadvantaged, and underserved communities.
- Higher efficiency equipment, appliances and controls such as cooling-dominated HVAC loads as well as improvements to operations and maintenance will lower energy bills for local governments, reducing overhead and freeing up funds for other projects.
- Completion of projects at these high-visibility locations will support achieving local and statewide energy efficiency and greenhouse gas reduction goals while also positioning local governments as energy efficiency leaders within their communities.

The program will use an NMEC approach to calculate savings and demonstrate persistence of savings. By using NMEC to calculate savings, the program will help protect against unrealized savings. Combined with technical assistance and reinforcement of operations and management best practices, public sector customers will experience maximized savings. In addition to the NMEC incentives, the existence of I-REN has opened up doors to other grant and incentive programs.

I-REN Workforce Education & Training Sector Update:

The I-REN WE&T Sector seeks to promote job market recovery and progress toward statewide goals regarding energy efficiency, with a focus on reaching out to the underserved and disadvantaged communities. The I-REN WE&T initiatives provide important opportunities to build partnerships within the community to help advance and promote energy efficiency jobs for a trained energy workforce in both Riverside and San Bernardino counties. Below are some of the I-REN WE&T program activities:

Highlights of the I-REN WE&T Sector activities include:

- Deployed eight I-REN Energy Fellows in the SBCOG member agency region.
- Two of those Fellows continued as second year Fellows with the same agency working through the same programs.
- All eight Fellows have been able to work on I-REN Public Agency projects within their site agencies.
- A comprehensive Workforce Assessment was completed in December 2024 which further guides next steps for the WE&T Sector activities.

- I-REN is working on a partnership with San Bernardino County Workforce Development to drive programs, provide additional trainings, and support clean energy positions within the SBCOG region.

I-REN Executive Committee/ Business Plan Update:

I-REN program partners began the discussion with the I-REN Executive Committee in regard to the next business plan at its January 21, 2025 I-REN Executive Committee meeting. The discussion is expected to continue throughout 2025 with the 2028-2035 business plan being submitted to the CPUC in February 2027 for approval. While the business plan is expected to include the current three I-REN sectors, there is an opportunity for the Executive Committee to discuss options for expansion within those sectors as well as new sectors for I-REN programming and growth. The options provided by the CPUC for sectors are listed below with brief definitions for each:

- **Agriculture** - increasing the knowledge base to aid in meeting energy efficiency program goals; coordination of regulatory, financing, and incentive mechanisms to promote and increase program effectiveness; or increasing the utilization of integrated demand side energy management options such as energy efficiency and onsite renewable generation.
- **Codes and Standards** – Compliance enhancement, advocacy, education and training, design and promotion of REACH codes
- **Commercial** - programs to both overcome traditional market barriers and achieve optimal energy management for existing commercial buildings.
- **Emerging Technologies** (typically Investor Owned Utilities (IOUs) apply for this sector) – The Emerging Technologies Program (ETP) is a statewide 3rd party implemented program that evaluates emerging and underutilized energy efficiency technologies for possible inclusion into the portfolio. ETP's serve as a pipeline to deliver emerging technologies to ratepayer-funded energy efficiency programs to meet the state's energy reduction needs. ETP is split into both Electric and Gas Programs.
- **Energy Savings Assistance** (typically IOUs apply for this sector) – Providing no-cost weatherization services to consumers who meet the California Alternate Rates for Energy or Family Electric Rate Assistance income limits. Typically, residential programming.
- **Evaluation Measurement and Verification** – the collection of methods and processes used to assess the performance of energy efficiency activities so that planned results can be achieved with greater certainty and future activities can be more effective. Typically related to process, programs, and assessments to evaluate current measurement values and monitor energy efficiency calculations.
- **Finance** - financing options for projects, audits, measure determination, technical specifications, certification of auditors, post-installation inspection, billing systems, demand management, and various other forms of financial capital or programs.
- **Industrial** - integration of solutions through a one-stop shop approach, education and outreach to create awareness for continuous energy efficiency improvements, and leveraging existing workforce training initiatives and technical exchange forums to gain access to highly-skilled professionals in the field of system energy efficiency and energy management solutions.
- **On Billing Finance** – financing options for projects by supplying capital to a customer to fund energy efficiency, renewable energy, or other generation projects which are repaid through regular payments on an existing utility bill. Southern California Edison provides this option to public agencies currently.

- **Other** - CPUC is very unclear as to the types of programs that would typically fall under this category, but it is listed as a sector that can be included in a Business Plan
- **Public** – energy efficiency upgrades, projects, audits, and software for public agency buildings and facilities.
- **Residential** – incentives, programs, and financing for residential energy efficiency upgrades, projects, and technologies.
- **Workforce Education and Training** - incorporate energy efficiency education and training in all levels of California’s educational systems, as well as ensuring that minority, low income, and disadvantaged communities are fully participating in educational programs at all levels.

The Business Plan discussion is expected to include further options for Emerging Technologies as well as Industrial sectors. While this dialogue is expected to take months, the I-REN program partners will be working diligently to establish foundations for any potential new sectors. The ultimate goal of the CPUC is for I-REN to provide energy savings overall while also creating new pathways for growth. Any programs or sectors that are already engaged through other partnerships will not be eligible for expansion within I-REN; therefore it is vital to the success of the next Business Plan to discover which sectors have innovative options, programs, and connections for I-REN.

The WE&T Assessment will drive the growth of that sector and establishes partnerships to ensure programming is not being duplicated. The Public Sector program has barely begun to show a return and has multiple years of CIP budgeting and agency funding to continue to engage public building energy efficiency well beyond 2035. Finally, the C&S Sector has just branched into “Reach Codes” and the 2025 Energy Code will keep that sector working to engage and educate residents, agencies, and contractors until the next update arrives in 2028. Reach Codes are local ordinances that exceed state requirements for energy and green building standards. They allow local agencies to adopt and enforce more stringent energy standards for newly constructed buildings, alterations, and repairs. These codes aim to reduce greenhouse gas emissions and provide environmental and health benefits to the community.

Each of these current sectors have only been able to begin making progress during this first Business Plan cycle, but I-REN program partners want to make sure that there is future growth for the program that continues to benefit the SBCOG region over the next ten years and beyond.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Jennifer Aguilar, Energy Program Manager

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Approved
General Policy Committee
Date: February 12, 2025
Witnessed By:

Minute Action

AGENDA ITEM: 9

Date: February 12, 2025

Subject:

Update on the status and implementation strategy for the San Bernardino Regional Housing Trust

Recommendation:

Receive an update on the implementation of the San Bernardino Regional Housing Trust.

Background:

On March 1, 2023, the San Bernardino Council of Governments (SBCOG) Board of Directors (Board) approved the creation and implementation of the San Bernardino Regional Housing Trust (SBRHT). This Board direction was received after 14 months of collaborative work with an Ad Hoc of both the Board and the City/County Managers' Technical Advisory Committee (CCMTAC) to identify the structure of the trust and potential priorities for the participating member agencies. As of the writing of this staff report, there are 18 member agencies interested in participating in the SBRHT. The interested agencies from which SBCOG has received letters of interest are:

- Adelanto
- Big Bear Lake
- Chino
- Chino Hills
- Colton
- Fontana
- Montclair
- Needles
- Ontario
- Rancho Cucamonga
- Redlands
- Rialto
- San Bernardino
- Twentynine Palms
- Upland
- Yucaipa
- Yucca Valley
- County of San Bernardino

Along with the approval, the Board directed staff to apply for the funds necessary to establish the new SBRHT through the state's Regional Early Action Planning (REAP) 2.0 program, which is administered by the Southern California Association of Governments (SCAG). SCAG delayed the award of the funds until after the state's 2024 budget was approved to ensure that the legislature did not claw back REAP 2.0 funds to fill the deficit gap. REAP 2.0 funds were fully awarded in the fall of 2024, and since that time, staff has been working with SCAG to execute the funding Memorandum of Understanding (MOU). As of the writing of this staff report, this task remains incomplete as negotiations on MOU language have been and continue to be

Entity: San Bernardino Council of Governments

General Policy Committee Agenda Item

February 12, 2025

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extensive. As the timeline for completion of this task remains unknown, staff has requested SCAG to move forward through an Advance Expenditure Agreement, allowing SBCOG to cash-flow the establishment of the SBRHT prior to the execution of the MOU.

A consultant has been selected through the existing REAP 2.0 consultant task order bench, and a Housing Trust Ad Hoc Committee meeting will be held in March to re-kick off this process. The Housing Trust Ad Hoc Committee already exists and has a term through December 31, 2025, and includes:

- Daniel Ramos, Adelanto
- Eunice Ulloa, Chino
- John Dutrey, Montclair
- Alan Wapner, Ontario
- L. Dennis Michael, Rancho Cucamonga
- Rick Denison, Yucca Valley
- Curt Hagman, Supervisor

Additionally, staff is going to request that the City/County Managers’ Technical Advisory Committee establish an Ad Hoc to provide comment and recommendations throughout the process to establish the new SBRHT.

By statute, REAP 2.0 funds need to be expended by June 2026, and so the goal is to have a new Joint Powers Authority established by the end of the 2025 calendar year and begin implementation of the Housing Trust program by 1st Quarter 2026. This is heavily dependent on the execution of both the Advance Expenditure Agreement and the full funding MOU with SCAG.

Financial Impact:

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

Reviewed By:

This item is not scheduled for review by any other policy committee. This item will be scheduled for review by the City/County Managers’ Technical Advisory Committee on March 6, 2025.

Responsible Staff:

Monique Reza-Arellano, Chief of COG and Equity Programs

Approved
General Policy Committee
Date: February 12, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 10

Date: February 12, 2025

Subject:

SBCTA Project Prioritization Framework for SCAG Call for Project Nominations

Recommendation:

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

Approve the SBCTA Project Prioritization Framework for the Southern California Association of Governments Call for Projects for Surface Transportation Block Grant Program and Congestion Mitigation and Air Quality Program funds.

Background:

The Southern California Association of Governments (SCAG) intends to issue a SCAG Region Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Program Call for Project Nominations on March 31, 2025. In preparation for the new Call for Projects, SCAG has developed updated draft guidelines establishing a framework for project selection and allocation of CMAQ and STBG Program funds. Agencies eligible to apply for STBG and CMAQ funding in San Bernardino County are generally limited to the 25 local government agencies in San Bernardino County (cities, towns, and San Bernardino County), the six transit agencies (Omnitrans, Basin Transit, Mountain Transit, Needles Transit, Victor Valley Transit Authority, and Southern California Regional Rail Authority (in partnership with San Bernardino County Transportation Authority (SBCTA))), federally recognized tribal governments in San Bernardino County, the California Department of Transportation, and SBCTA.

SCAG has established performance-based funding targets to guide the awards to each county within the SCAG region. The targets do not represent a guaranteed funding level, an award floor, or an award ceiling. For San Bernardino County, the target percentages for CMAQ and STBG are 11.3% and 12.2%, respectively. In the SCAG region, an estimated \$1.2 billion is available for Federal fiscal year (FFY) 2026/2027 through FFY 2027/2028 across the two programs: CMAQ \$616 million and STBG \$619 million. The nomination targets for award to projects in San Bernardino County would be \$70 million CMAQ and \$76 million STBG.

The SCAG STBG/CMAQ Program Guidelines require county transportation commissions (CTC), such as SBCTA, in the SCAG region to create a Project Prioritization Framework (Framework) that will assign a ranking for project nominations in their respective counties before applications are submitted to SCAG for regional evaluation and project selection. The Framework (Attachment 1) must be approved by the Board of Directors or Chief Executive Officer of each CTC and must be distributed to all eligible agencies within each county.

It should be noted that this is not a new source of funding to SBCTA, but the process of obtaining these CMAQ and STBG funds has changed. Whereas SBCTA previously received a formula share of funds for allocation to projects that SBCTA selected, the projects must now be selected by SCAG. The proposed Framework is consistent with current Board-approved policies

Entity: San Bernardino County Transportation Authority

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and was developed with the intention of prioritizing the projects that would have been recommended to the SBCTA Board of Directors (Board) if SBCTA had retained allocation authority over the CMAQ and STBG funds. These priorities would include programs such as rideshare, bus purchases and transit capital, the freeway program in the Valley Subarea, and the public share of, or contributions to, Major Local Highway Projects Program projects in the Mountain/Desert Subareas. CMAQ and STBG have been critical in SBCTA’s ability to deliver projects throughout San Bernardino County, particularly in the Mountain/Desert Subareas where Measure I funding is limited.

Financial Impact:

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

Reviewed By:

The proposed Framework was sent electronically to the City/County Managers’ and Transportation Technical Advisory Committees, transit operators, and tribal governments for review. This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
General Policy Committee
Date: February 12, 2025

Witnessed By:

**SBCTA Project Prioritization Framework
 SCAG STBG/CMAQ Call for Project Nominations
 Fiscal Years 2026/2027-2027/2028**

The Southern California Association of Governments (SCAG) intends to issue a SCAG Region Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Program Call for Project Nominations on March 31, 2025. Agencies eligible to apply for STBG and CMAQ funding in San Bernardino County are generally limited to the 25 local government agencies in San Bernardino County (cities, towns, and San Bernardino County), the six transit agencies (Omnitrans, Basin Transit, Mountain Transit, Needles Transit, Victor Valley Transit Authority, and Southern California Regional Rail Authority (in partnership with San Bernardino County Transportation Authority (SBCTA))), federally recognized tribal governments in San Bernardino County, the California Department of Transportation (Caltrans), and SBCTA. Additionally, though an existing federal-aid master agreement is not required to apply, implementing agencies that are eligible for a federal-aid master agreement with Caltrans may apply but are required to have a master agreement in place prior to having awarded funds programmed in the Federal Transportation Improvement Program.

The SCAG guidelines require county transportation commissions (CTC), such as SBCTA, in the SCAG region to create a Project Prioritization Framework that will provide a ranking for project nominations in their respective counties before applications are submitted to SCAG for regional evaluation and project selection.

Through SBCTA’s Project Prioritization Framework, applications can receive a maximum score of 100 points. The points assigned through SBCTA’s review will determine which SCAG CTC Prioritization Category the project falls under (Highly Recommended, Recommended, Contingency List, or Not Recommended).

SBCTA’s proposed Project Prioritization Framework will assign a point value to applications according to the scoring matrix contained in Table 1 on the following page. That scoring will result in the SBCTA prioritization category, which will be used as one of the scoring criteria in SCAG’s review process. SCAG will assign a point value, as shown below, for each CTC Prioritization Category during their application review. The maximum points a project can receive with the other SCAG criteria are 110 for CMAQ projects and 100 for STBG projects.

<u>SBCTA Scoring Matrix</u>	➡	<u>Prioritization Category</u>	➡	<u>SCAG Point Assignment</u>
80-100 points		Highly Recommended		50
60-79 points		Recommended		40
40-59 points		Contingency List		20
0-39 points		Not Recommended		0

Table 1. SBCTA Project Prioritization Framework Scoring Matrix

Category	Criteria	Points
Project	Project meets at least one of the following criteria: <ul style="list-style-type: none"> • Project is in the SBCTA 10-Year Delivery Plan • Project is consistent with SBCTA Board-approved priorities • Project is consistent with the SBCTA Zero-Emission Bus Roll-out Plan 	70
	Projects in the SBCTA Board-approved Regional/Interregional Project Prioritization	40
	Projects that do not meet any of the above criteria but are consistent with Board Policy	20
	Projects that are not consistent with Board-approved policies	0
Community Engagement	Agency demonstrates public outreach concerning project through public meetings or hearings, workshops, community endorsements, etc.	10
	Agency does not demonstrate community/stakeholder engagement	0
Deliverability	Agency is experienced in delivering federal projects and presents a reasonable schedule for the term of funding availability	20
	Agency lacks experience in delivering federal projects or schedule presents risks to delivery.	10
	Schedule is beyond the term of the call for projects	0*

***Projects that receive 0 points in this category will not be recommended**

Additional Information

GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2025

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

Communication: Attendance (Additional Information)

X = Member attended meeting.
Shaded box = No meeting.

* = Alternate member attended meeting.

Empty box = Member did not attend meeting.

Crossed out box = Not a Board Member at the time.

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

AB	Assembly Bill
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
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019