

AGENDA
Board of Directors Meeting
May 7, 2025

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

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

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

Board of Directors

President

Ray Marquez, Council Member
City of Chino Hills

Vice-President

Rick Denison, Council Member
Town of Yucca Valley

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Mayor Pro Tem
Town of Apple Valley

Timothy Silva, Mayor
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Bill Hussey, Mayor
City of Grand Terrace

Josh Pullen, Council Member
City of Hesperia

Larry McCallon, Mayor Pro Tem
City of Highland

Ronald Dailey, Mayor Pro Tem
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Janet Jernigan, Mayor
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Mario Saucedo, Mayor
City of Redlands

Joe Baca, Mayor
City of Rialto

Helen Tran, Mayor
City of San Bernardino

Daniel Mintz, Sr., Mayor Pro Tem
City of Twentynine Palms

Rudy Zuniga, Mayor Pro Tem
City of Upland

Debra Jones, Council Member
City of Victorville

Judy Woolsey, Council Member
City of Yucaipa

Paul Cook, Supervisor
County of San Bernardino

Jesse Armendarez, Supervisor
County of San Bernardino

Dawn Rowe, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Joe Baca, Jr., Supervisor
County of San Bernardino

Catalino Pining, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

AGENDA

Board of Directors

May 7, 2025

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

1170 W. 3rd St., 2nd Fl. (The Super Chief)

San Bernardino, CA

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Ray Marquez, Board President

Unrepresented Employee: Executive Director

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

1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino

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.

Message from the Clerk: Pursuant to Government Code 54952.3, today the Board of Directors’ will be acting in the capacity of both the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG). Each Board Member will be entitled to receive a \$100 stipend for doing business as the Authority and a \$100 stipend for doing business as the SBCOG. Compensation rates are set pursuant to the California Public Utilities Code and the SBCOG Bylaws.

CALL TO ORDER

(Meeting Chaired by Ray Marquez)

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

Pg. 18

Public Comment

Opportunity for members of the public to speak on any subject within the Board's jurisdiction.

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. 19

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. Board Appointments, Opportunity to Serve, and Elimination of Ad Hoc Committee

Pg. 21

A. Note the elimination of the Ad Hoc Committee for selection of the next San Bernardino County Transportation Authority (SBCTA)/San Bernardino Council of Governments (SBCOG) Executive Director.

B. Note the Presidential appointment of Mayor Pro Tem Alan Wapner, City of Ontario, to serve on the SBCTA Legislative Policy Committee, for a term expiring December 31, 2026.

C. Note the Presidential appointment of Mayor L. Dennis Michael, City of Rancho Cucamonga, to serve on the Southern California Association of Governments Transportation Policy Committee for a term expiring December 31, 2025.

D. Note the opportunity for two Board Members within the Santa Ana River Watershed region, to serve as the primary member and as the alternate member, on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority, for a four-year term. **Presenter: Marleana Roman**

This item is informational only. Per SBCTA Policy No. 10001, all Presidential appointments shall be announced at the Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of committee membership and representation.

3. Interstate 10 Express Lanes Contract 1 Quarterly Report

Pg. 23

Receive the February 2025 Interstate 10 Express Lanes Contract 1 Quarterly Report.

Presenter: Philip Chu

This item was received by the General Policy Committee on April 9, 2025.

4. Transit and Rail Programs Contract Change Orders to On-Going Contracts

Pg. 72

Receive and file Change Order Report.

Presenter: Victor Lopez

This item was received by the Transit Committee on April 10, 2025.

5. Project Delivery Contract Change Orders to On-Going Contracts

Pg. 74

Receive and file Change Order Report.

Presenter: Kristi Harris

This item was received by the Board of Directors Metro Valley Study Session on April 10, 2025.

CONSENT CALENDAR

The Consent Calendar will be acted upon as a single motion. Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at Policy Committee meetings and made available for public review as noted in the agenda. No public comment will be allowed on the Consent Calendar, unless the item was not previously reviewed at a policy committee. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

Consent - Administrative Matters

- 6. Measure I Compliance Audits for Fiscal Year 2023/2024** Pg. 79
- A. Review and make a finding that the Measure I expenditures for Fiscal Year 2023/2024 are consistent with the provisions of the Measure I Expenditure Plan and Ordinance No. 04-01.
- B. Review and make a finding that the City of Adelanto Measure I expenditures for Fiscal Year 2021/2022 are consistent with the provisions of the Measure I Expenditure Plan and Ordinance No. 04-01.
- Presenter: Lisa Lazzar**
- This item was reviewed by the Independent Taxpayer Oversight Committee (ITOC) on March 10, 2025, and the General Policy Committee (GPC) on April 9, 2025. The ITOC and GPC made a finding that SBCTA is in compliance with Ordinance No. 04-01 and the Measure I Expenditure Plan.**
- 7. Transit Operators and Transportation Development Act Audits for Fiscal Year 2023/2024** Pg. 84
- A. Review and receive the Transit Operators and Transportation Development Act Audit Reports for Fiscal Year 2023/2024.
- B. Review and receive the City of Adelanto Transportation Development Act Audit Reports for Fiscal Year 2020/2021 and Fiscal Year 2021/2022.
- C. Review and receive the Town of Apple Valley and City of Rialto Transportation Development Act Audit Reports for Fiscal Year 2022/2023.
- Presenter: Lisa Lazzar**
- This item was received by the Transit Committee on April 10, 2025.**
- 8. Fiscal Year 2024/2025 Budget Amendments and Contract No. 25-1003291 for an Enterprise Resource Planning Solution** Pg. 175
- That the Board, acting as the San Bernardino County Transportation Authority:
- A. Approve an amendment to the Fiscal Year 2024/2025 Budget for Task No. 0313 – Transit Right-of-Way Management to add expenditures in the amount of \$12,500 to move fund balance from the Special Revenue Fund (Fund 2840) to the General Fund (Fund 1096) for Right-of-Way operations.
- B. Approve an amendment to the Fiscal Year 2024/2025 Budget for Task No. 0605 – Public Affairs to add expenditures in the amount of \$500,000 in Local Transportation Funds (Fund 1040) for educational support for Measure I, including consultants, surveys, and collateral materials.

Agenda Item 8 (cont.)

C. Approve an amendment to the Fiscal Year 2024/2025 Budget for Task No. 0430 – Risk Management to substitute \$80,000 Local Projects Funds (Fund 6010) and \$21,000 Indirect Cost Funds (Fund 7001) with Rail Assets funds (Fund 1080) in the amount of \$101,000, for a zero net increase to the fiscal year budget.

D. Approve an amendment to the Fiscal Year 2024/2025 Budget for Task No. 0430 – Risk Management to increase Rail Assets funds (Fund 1080) in the amount of \$186,000, to cover the operating transfer from the prior fiscal years.

E. Approve an amendment to the Fiscal Year 2024/2025 Budget for Task No. 0310 – Transit Allocations/Pass-throughs to add expenditures in the amount of \$3,500,000 in State of Good Repair Pass-through funds (Fund 3610) for allocation disbursements to transit operators.

F. Authorize the Executive Director, or his designee, to finalize and execute Contract No. 25-1003291 with Oracle Corporation for software as a service to include NetSuite for Government for a not-to-exceed amount of ~~\$300,000~~ **\$600,000**, to be funded with Measure I administration funds, for a three-year term through May 31, 2028, subject to approval as to form by SBCTA General Counsel. **Presenter: Lisa Lazzar**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 9, 2025.

9. Award Contract No. 25-1003210 and Contract No. 25-1003277 for On-Call Audit and Price Review Services Pg. 182

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

A. Award Contract No. 25-1003210 to Crowe LLP, to provide On-Call Audit and Price Review Services for a five-year term for an amount described in Recommendation C.

B. Award Contract No. 25-1003277 to Vasquez & Company LLP, to provide On-Call Audit and Price Review Services for a five-year term for an amount described in Recommendation C.

C. Approve a total not-to-exceed amount of \$800,000 for both Crowe LLP, (25-1003210) and Vasquez & Company LLP, (25-1003277).

Presenter: Lisa Lazzar

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 9, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.

10. Amendment No. 2 to Contract No. 23-1002833 for Development of an Operations Model for Toll Operations Pg. 244

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

Approve Amendment No. 2 to Contract No. 23-1002833 with PFM Financial Advisors, LLC, for financial advisory services for the development of an operations model for toll operations to increase the amount by \$40,000, for a total not-to-exceed amount of \$146,687, and amend the Scope of Work to incorporate ongoing maintenance of the operations model and assistance with meeting the reporting requirements of the trustee and Transportation Infrastructure Finance and Innovation Act.

Presenter: Lisa Lazzar

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 10, 2025.

11. Renewal of Annual Insurance Policies & New Interstate 10 Express Lanes Property Insurance Pg. 251

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

A. Authorize the Enterprise Risk Manager or the Deputy Executive Director to approve and execute binding insurance coverage for the existing coverages and limits through the policies and premiums up to 10% over the estimate of \$921,093, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$1,013,202 for the periods of July 1, 2025 through June 30, 2026, for Cyber Liability, Workers' Compensation, Auto Physical Damage, Property, and Employee Crime; and September 29, 2025 through September 28, 2026, for Commercial General Liability and Excess Liability.

B. Authorize the Enterprise Risk Manager or the Deputy Executive Director to approve and execute binding property insurance coverage for the Interstate 10 Express Lanes through the policies and premiums up to 10% over the estimate of \$144,303, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$158,734, for the period of ~~July 1, 2025 through June 30, 2026~~ of **May 7, 2025 through July 1, 2026.**

C. Authorize the issuance of Purchase Orders to process payments for securing the insurance policies.

Presenter: Alicia Bullock

This item was reviewed by the General Policy Committee on April 9, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item.

Consent - Project Delivery

12. Interstate 215 University Parkway Interchange Project Amendment No. 3 to Design Services Contract No. 20-1002271 Pg. 254

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

A. Approve Amendment No. 3 to Design and Environmental Services Contract No. 20-1002271 with HDR Engineering, Inc., to extend the contract termination date from July 1, 2025, to December 31, 2026.

B. Approve an exception to the Contracting and Procurement Policy No. 11000, Section IV.B.4 and extend the termination date of Contract No. 20-1002271 to December 31, 2026, which is approximately 2.5 years beyond the standard five-year contract term.

Presenter: Paul Melocoton

This item was reviewed and recommended for approval (21-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 10, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

13. State Route 62 Sage Avenue to Airway Avenue - Request for Proposals for the Professional Services Pg. 260

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

Authorize the release of Request for Proposals No. 25-1003264 for preparation of a Project Initiation Document and Project Approval/Environmental Document, for the State Route 62 Sage Avenue to Airway Avenue Project in the Town of Yucca Valley.

Presenter: Paul Melocoton

This item was reviewed by the Mountain/Desert Policy Committee on April 18, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Consent - Regional/Subregional Planning

14. San Bernardino County Transportation Authority and San Bernardino Council of Governments Grant Team Framework Pg. 292

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

Approve the SBCTA/SBCOG Grant Team Framework.

Presenter: Dulce Spencer

This item was reviewed and unanimously recommended for approval by the City/County Managers' Technical Advisory Committee on March 6, 2025, the Planning and Development Technical Forum on March 26, 2025, the Transportation Technical Advisory Committee on April 7, 2025, and the General Policy Committee on April 9, 2025.

15. San Bernardino County Transportation Authority Vehicle Miles Traveled Mitigation Bank Pilot Program Update Pg. 296

Receive report on the development of the proposed San Bernardino County Transportation Authority Regional Vehicle Miles Traveled Mitigation Bank Pilot Program.

Presenter: Josh Lee

This item was received by the General Policy Committee on April 9, 2025.

Consent - Transit

16. Funding Agreement No. 25-1003256 for the Upland Parking Structure Pg. 308

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

Approve Funding Agreement No. 25-1003256 with the City of Upland for the design and construction of a mixed used parking structure for an amount not-to-exceed \$500,000 funded by proceeds from the sale of Assessor's Parcel Numbers 1046-605-01, 02, and 03, known as the Upland Surplus Properties.

Presenter: Ryan Aschenbrenner

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 10, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

17. Amendment No. 1 to Agreement No. 20-1002255 University Station Insurance Pg. 319

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

A. Approve Amendment No. 1 to Agreement No. 20-1002255 regarding University Station Operations and Maintenance, amongst SBCTA, the City of Redlands, and the University of Redlands, concerning roles and responsibilities for the procurement of real property insurance for core station assets and the cost for said insurance. SBCTA Real Property insurance is funded 50% with Rail Assets funds and 50% with local reimbursement funds for the costs allocated to the subject station properties.

B. Approve a budget amendment increasing Transit Operations Task No. 0314 by \$81,000, funded by Measure I Metrolink/Rail Service funds, to honor SBCTA's obligation to cover the first two years of the City of Redlands' costs for the University Station.

Presenter: Ryan Aschenbrenner

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 10, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Consent - Council of Governments

18. Request for Proposals No. 25-1003265 for San Bernardino Council of Governments Work Plan Implementation Pg. 325

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

Approve the release of Request for Proposals No. 25-1003265 for SBCOG Work Plan Implementation.

Presenter: Suzanne Peterson

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 9, 2025. SBCOG General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Consent - Transportation Programming and Fund Administration

19. Allocation of Transportation Development Act Funds for Fiscal Year 2025/2026 Pg. 373

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

Adopt Resolution No. 25-060 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2025/2026 and the transmittal of allocation instructions to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector.

Presenter: Brianna Martinez

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 10, 2025. SBCTA General Counsel has reviewed this item and the draft Resolution.

20. Yucca Trail Widening Funding Agreement No. 25-1003282 Pg. 378

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

A. Allocate \$4,848,000 in Measure I Morongo Basin Subarea Major Local Highway Projects Program (MLHP) funds to the Town of Yucca Valley (Town) for the Yucca Trail Widening Project.

B. Approve Funding Agreement No. 25-1003282 with the Town for the Yucca Trail Widening Project in the amount of \$5,000,000, to be funded with \$4,848,000 in MLHP funds and \$152,000 in Town funds.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on April 18, 2025. SBCTA General Counsel has reviewed this item and the draft agreement.

21. Central Road Widening Funding Agreement No. 25-1003283 Pg. 389

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

A. Allocate \$4,149,000 in Measure I Victor Valley Subarea Major Local Highway Projects Program (MLHP) funds to the Town of Apple Valley (Town) for the Central Road Widening Project.

B. Approve Funding Agreement No. 25-1003283 with the Town for the Central Road Widening Project in the amount of \$9,746,000, to be funded with \$4,149,000 in Victor Valley MLHP funds and \$5,597,000 in Town funds.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on April 18, 2025. SBCTA General Counsel has reviewed this item and the draft agreement.

Consent - Legislative/Public Outreach

22. State Legislative Update

Pg. 400

Receive and file the April 2025 State Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on April 9, 2025.

23. Federal Legislative Update

Pg. 472

Receive and file the April 2025 Federal Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on April 9, 2025.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Transit

24. Hearings to Consider Adopting Resolutions of Necessity to Acquire Temporary Construction Easements for the West Valley Connector Project

Pg. 474

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

A. Conduct public hearings to consider adopting certain Resolutions of Necessity to acquire by eminent domain, the right to possess and use certain temporary construction easements described more particularly in each of the Resolutions of Necessity described below (referred to within collectively as the “Subject Property Interests”), which are required to facilitate the construction of the West Valley Connector (WVC) Project.

B. Upon completion of the public hearing, that the Board of Directors adopt Resolution of Necessity No. 25-066 authorizing and directing General Counsel, or her designees, to prepare and prosecute proceedings in eminent domain to acquire a temporary construction easement on a portion of the real property owned by Holt San Antonio, LLC, a California limited liability company (Assessor’s Parcel Number (APN) 1048-591-28) to facilitate the construction of the WVC Project. The Resolution must be approved by at least a two-thirds majority.

C. Upon completion of the public hearing, that the Board of Directors adopt Resolution of Necessity No. 25-067 authorizing and directing General Counsel, or her designees, to prepare and prosecute proceedings in eminent domain to acquire a temporary construction easement on a portion of the real property owned by Sunrz 786 Holdings, Inc., a California corporation (APN 1048-591-32) to facilitate the construction of the WVC Project. The Resolution must be approved by at least a two-thirds majority.

Agenda Item 24 (cont.)

D. Upon completion of the public hearing, that the Board of Directors adopt Resolution of Necessity No. 25-068 authorizing and directing General Counsel, or her designees, to prepare and prosecute proceedings in eminent domain to acquire a temporary construction easement on a portion of the real property owned by Mack Partners, LLC, a California limited liability company (APN 1048-604-13) to facilitate the construction of the WVC Project. The Resolution must be approved by at least a two-thirds majority.

E. Upon completion of the public hearing, that the Board of Directors adopt Resolution of Necessity No. 25-069 authorizing and directing General Counsel, or her designees, to prepare and prosecute proceedings in eminent domain to acquire a temporary construction easement required from a portion of the real property owned by Aaron Chang & Ruth Chang, Trustees of the Chang Family Trust Dated June 27, 2018 (APN 1049-101-38) to facilitate the construction of the WVC Project. The Resolution must be approved by at least a two-thirds majority.

Presenter: Ramie Dawit

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item. The resolutions of necessity were prepared and reviewed by outside acquisition counsel.

Discussion - Administrative Matters

25. Approve, Revise, and Rescind Certain Policies Related to Board and Committee Meetings Pg. 540

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

A. Adopt new Policy No. 10020, Board of Directors.

B. Approve Revised Policy No. 10000, Policy Committees.

C. Approve Revised Policy No. 10007, Board of Directors Metro Valley Study Session.

D. Approve Revised Policy No. 10116, Termination of Employment.

E. Rescind the following Policies: Policy No. 10001, Authority for the Board President to Make Appointments; Policy No. 10002, Policy Committee Membership; Policy No. 10003, Post Service Restrictions; Policy No. 10005, Board and Policy Committees-Meeting Dates and Times; Policy No. 10010, Participation of City Alternates; Policy No. 10026, Placement of Items on Consent and Discussion Agendas; Policy No. 10050, Payment of Stipends and Expense Reimbursement; and Policy No. 10052, Rules for Addressing the Board of Directors & Policy Committees.

Presenter: Marleana Roman

This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to the Board of Directors so that the whole Board has an opportunity to review and discuss the proposed new and revised policies.

26. Fiscal Year 2025/2026 Proposed SBCTA and SBCOG Budget Workshop and Adoption of SBCOG Budget Pg. 592

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

- A. Receive the Fiscal Year 2025/2026 Budget Action Plan; and
- B. Receive a presentation of the Proposed Fiscal Year 2025/2026 Budget; and
- C. Conduct a Board of Directors Workshop for SBCTA's Proposed Fiscal Year 2025/2026 Budget.

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

- D. Adopt the SBCOG Fiscal Year 2025/2026 Budget with appropriations of \$6,271,406, transfers out of \$707,917, and estimated revenues of \$10,587,411.

The Proposed Fiscal Year 2025/2026 Annual Budget is being provided as a separate attachment.

Presenter: Lisa Lazzar

The Budget Overview for each program was reviewed during the Metro Valley Study Session on April 10, 2025, and the Mountain/Desert Policy Committee on April 18, 2025. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview. The Budget Action Plan was received by the General Policy Committee on April 9, 2025.

Discussion - Transit

27. Rebuilding American Infrastructure with Sustainability and Equity Grant Agreement and Subrecipient Agreement Pg. 608

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

- A. Delegate authority to the Executive Director, or his designee, to approve and execute SBCTA Agreement No. 24-1003080 between SBCTA and the United States Department of Transportation, for grant obligations pertaining to the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program allocation of \$25,000,000 for the design and construction of the Brightline West High Desert Stations, upon approval as to form by SBCTA General Counsel.
- B. Delegate authority to the Executive Director, or his designee, to approve and execute SBCTA Agreement No. 24-1003078 between SBCTA and DesertXpress Enterprises, LLC (dba Brightline West), for subrecipient obligations pertaining to the pass-through of 2023 RAISE Program grant funding in an amount not-to-exceed \$25,000,000, and authority to make approvals and provide acknowledgments on behalf of SBCTA as necessary or required under the agreement, upon approval as to form by SBCTA General Counsel.
- C. Delegate authority to the Executive Director, or his designee, to approve and execute SBCTA Agreement No. 24-1003079 between SBCTA and DesertXpress Enterprises, LLC (dba Brightline West), for an estimated amount not-to-exceed \$95,000 for reimbursement of SBCTA's grant administration costs, upon approval as to form by SBCTA General Counsel.

Presenter: Ryan Aschenbrenner

This item has not received prior policy committee or technical advisory committee review. To minimize impacts to the overall schedule of the Brightline West construction, the agreements are being brought directly to the Board. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.

28. Amendment to Ontario International Airport Connector Project Agreements

Pg. 765

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

A. Authorize the Executive Director, or his designee, to execute Amendment No. 1 to Contract No. 25-1003198 with ONTheMove Joint Venture for the Ontario International Airport (ONT) Connector Project to increase the contract amount by up to \$2,000,000, for a total not-to-exceed amount of \$5,000,000, to be funded with State Transit Assistance funds previously approved for the project, subject to approval as to form by General Counsel.

B. Authorize the Executive Director, or his designee, to execute Amendment No. 1 to Contract No. 25-1003199 with Ontario Tunnel Constructors for the ONT Connector Project to increase the contract amount by up to \$2,000,000, for a total not-to-exceed amount of \$5,000,000, to be funded with State Transit Assistance funds previously approved for the project, subject to approval as to form by General Counsel.

Presenter: Victor Lopez

This item has not received prior policy committee or technical advisory committee review. This item is going directly to Board in order to mitigate delays to the procurement schedule. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contracts.

29. Gold Line to Montclair Project Update

Pg. 774

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

A. Receive an update on the Gold Line to Montclair Project and provide direction as appropriate.

~~B. Consider reallocating \$37,199,643 of SBCTA funds to other SBCTA-funded operations and project needs and discontinuing a fund reserve for future operations.~~ **Direct staff to seek further clarification from the Metro Gold Line Foothill Extension Construction Authority and return to the Transit Committee in June to consider reallocating \$37,199,643 of SBCTA funds to other SBCTA-funded operations and project needs and discontinuing a fund reserve for future operations.**

Presenter: Victor Lopez

This item was reviewed and recommended for approval (9-2-0; Opposed: McCallon, Navarro) by the Transit Committee on April 10, 2025.

30. Fiscal Year 2024/2025 Operator Allocation - Mountain Transit

Pg. 787

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

Allocate an additional \$500,000 of Local Transportation Fund- Population Share Reserve Fund to Mountain Transit for Operating Assistance.

Presenter: Nancy Strickert

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board so that Mountain Transit can receive funding to continue operations of their service.

Discussion - Legislative/Public Outreach

31. Measure I 3.0 Update and Establish Ad Hoc Committee

Pg. 790

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

A. Receive a presentation from Dr. Richard Bernard, Partner with Fairbank, Maslin, Maullin, Metz & Associates, on the 2023 surveys of San Bernardino County residents regarding Measure I, and provide staff direction.

B. Receive an update regarding support for the tourism communities such as City of Big Bear Lake and Town of Yucca Valley, and provide staff direction.

C. Approve the establishment of a Measure I 3.0 Ad Hoc Committee to review information and provide staff direction in developing a new Measure, with a term end date of December 31, 2026.

Presenter: Otis Greer

This item has not received prior policy committee or technical advisory committee review. The item is being presented directly to the Board because it follows up on the Measure I workshop provided to the Board on February 5, 2025.

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

Pg. 799

Acronym List

Pg. 801

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Report

Pg. 804

Committee Membership

Representatives on SCAG Committees

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Appointments to External Agencies

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Committee Membership

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Mission Statement

Mission Statement

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Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide 35 copies to the Clerk of the Board for distribution. If providing written information for distribution to the Board, such information must be emailed to the Clerk of the Board, at clerkoftheboard@gosbcta.com, no later than 2:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Written information received after the 2:00 pm deadline will not be distributed. Information provided as public testimony is not read into the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

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

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

Your cooperation is appreciated!

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

Attendance.

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

Basic Agenda Item Discussion.

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

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

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Revised June 7, 2023



Important Dates to Remember...

May 2025

SBCTA Meetings – Cancelled: None

SBCTA Meetings – Scheduled:

General Policy Committee	May 14	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	May 14	Immediately following GPC	SBCTA Lobby, 1st Floor
Transit Committee	May 15	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	May 15	Immediately following TC	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	May 16	9:30 am	Mojave Desert AQMD

Other Meetings/Events:

2025 City/County Conference	May 8-9	11:00 am (registration) 11:30 am (program)	Lake Arrowhead
Active Transportation Project Phase II Ribbon Cutting	May 16	10:00 am	Rancho Cucamonga

SBCTA Offices will be CLOSED:

- **May 26th, Memorial Day**

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

Minute Action

AGENDA ITEM: 1

Date: May 7, 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
8	25-1003291	Oracle Corporation <i>Scott Weir, Account Executive</i>	None
9	25-1003210	Crowe, LLP <i>Bert Nuehring, Partner</i>	None
	25-1003277	Vasquez & Company, LLP <i>Roger A. Martinez, Partner</i>	None
10	23-1002833-02	PFM Financial Advisors, LLC <i>Peter Schellenberger, Managing Director</i>	None
11	23-1002957	Alliant Insurance Services, Inc. <i>Courtney Ramirez, Senior Vice President</i>	Kroll, LLC
12	20-1002271-03	HDR Engineering, Inc. <i>Tom Kim</i>	Applied Earthworks Arellano Associates, LLC Wagner Engineering & Survey
17	20-1002255-01	University of Redlands <i>Jason Doyle Roger Cellini</i>	KAR Construction, Inc.

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

Board of Directors Agenda Item

May 7, 2025

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Item No. 24 – West Valley Connector Project

APN#	Principals & Agents
1048-591-28	Holt San Antonio, LLC, a California limited liability company
1048-591-32	Sunrz 786 Holdings, Inc., a California corporation
1048-604-13	Mack Partners, LLC, a California limited liability company
1049-101-38	Aaron Chang & Ruth Chang, Trustees of the Chang Family Trust

Item No.	Contract No.	Principals & Agents	Subcontractors
27	24-1003078	DesertXpress Enterprises, LLC (dba Brightline West) <i>Sarah Watterson</i>	None
	24-1003079	DesertXpress Enterprises, LLC (dba Brightline West) <i>Sarah Watterson</i>	None
28	25-1003198-01	ONTheMove Joint Venure – Civil & Building North America, Inc., with BESSAC, Nicholson Construction Company, and Colas Construction USA <i>Giuseppe (Joe) Folco</i>	None
	25-1003199-01	Ontario Tunnel Constructors, a Joint Venure – Skanska USA Civil West California District Inc., and Obayashi Corporation <i>James Bailey</i>	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: May 7, 2025

Subject:

Board Appointments, Opportunity to Serve, and Elimination of Ad Hoc Committee

Recommendation:

A. Note the elimination of the Ad Hoc Committee for selection of the next San Bernardino County Transportation Authority (SBCTA)/San Bernardino Council of Governments (SBCOG) Executive Director.

B. Note the Presidential appointment of Mayor Pro Tem Alan Wapner, City of Ontario, to serve on the SBCTA Legislative Policy Committee, for a term expiring December 31, 2026.

C. Note the Presidential appointment of Mayor L. Dennis Michael, City of Rancho Cucamonga, to serve on the Southern California Association of Governments Transportation Policy Committee for a term expiring December 31, 2025.

D. Note the opportunity for two Board Members within the Santa Ana River Watershed region, to serve as the primary member and as the alternate member, on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority, for a four-year term.

Background:

Recommendation A: On January 8, 2025, the Board approved the establishment of an Ad Hoc Committee for a term through June 30, 2025. With the San Bernardino County Transportation Authority (SBCTA) Executive Director retiring in the summer of 2025, there was a need to select a replacement. The Ad Hoc Committee made their recommendations to the Board. Since its purpose was fulfilled, the Ad Hoc Committee can be dissolved.

Recommendation B: This recommendation is to note the Presidential appointment of Mayor Pro Tem Alan Wapner, City of Ontario, to serve on the SBCTA Legislative Policy Committee (LPC), for a term expiring December 31, 2026. Members of the LPC shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. Per Policy No. 10050, no stipend shall be paid for attendance at LPC meetings.

Recommendation C: This recommendation is to note the Presidential appointment of Mayor L. Dennis Michael, City of Rancho Cucamonga, to serve on the Southern California Association of Governments (SCAG) Transportation Policy Committee, for a term expiring December 31, 2025. Terms of appointment expire December 31 of odd-numbered years. Subregional appointees receive a stipend of \$150 for up to four Policy or Task Force meetings per month, paid by SCAG.

SBCTA Policy No. 10001 authorizes the SBCTA President to make Presidential appointments to the SBCTA Legislative Policy Committee, Southern California Association of Governments (SCAG) Policy Committees, and other such regular or special committee appointments as may be approved by action of the Board of Directors.

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

Board of Directors Agenda Item

May 7, 2025

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Recommendation D: Recommendation D is to note the opportunity for two Board Members within the Santa Ana River Watershed region, to serve as the primary member and as the alternate member, on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority (SAWPA), for a four-year term. The OWOW Steering Committee is responsible for developing the Integrated Regional Water Management Plan (IRWMP) for the Santa Ana River and meets the fourth Thursday of every quarter (February, May, September and November), at 11:00 AM, in the SAWPA Board Room, with a virtual option. The OWOW Steering Committee membership consists of eleven members from the three counties (Orange County, Riverside, and San Bernardino) that are within the Santa Ana River Watershed regional planning area. Jurisdictions within the Santa Ana River Watershed region include: Colton, Chino, Chino Hills, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa.

Members of the OWOW Steering Committee do not receive a stipend by SAWPA. However, members are eligible to receive a stipend of \$100 for each meeting, paid by the San Bernardino Council of Governments. In the absence of the primary member, the alternate member shall act in their place. The alternate member only receives a stipend of \$100 when attending in the absence of the primary member. This appointment requires Board approval. Board Members that are interested in the being appointed, should notify Marleana Roman, Clerk of the Board, at mroman@gosbcta.com.

A listing of SBCTA Appointments to External Agencies, SBCTA Representatives on SCAG Committees and SBCTA Policy Committee Membership is included in the appendix of the SBCTA Board of Directors agenda.

Financial Impact:

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

Reviewed By:

This item is informational only. Per SBCTA Policy No. 10001, all Presidential appointments shall be announced at the Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of committee membership and representation.

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 3

Date: May 7, 2025

Subject:

Interstate 10 Express Lanes Contract 1 Quarterly Report

Recommendation:

Receive the February 2025 Interstate 10 Express Lanes Contract 1 Quarterly Report.

Background:

On August 29, 2024, the Interstate 10 Express Lanes opened to traffic. Since the commencement of revenue operations, staff have been closely monitoring the lanes' performance and overall operations. The attached Quarterly Report, presents key insights into Express Lanes performance and activity for the months of December, January, and February.

Key Observations from this Quarterly Report:

- * Daily traffic decreased in December and January due to seasonal winter trends but rebounded in February with the highest daily average since Express Lanes opening.
- * 78% of trips were tolled, with average tolls ranging from \$1.73-\$1.94. (FasTrak: \$1.56-\$1.76; Non-FasTrak: \$2.71-\$2.88).
- * Transitioned from a time-of-day toll schedule to a dynamic pricing algorithm in December which improved congestion management.
- * Express Lanes utilization during peak periods increased from 47% in November to 55% in February with 40,500 total vehicle-hours saved in travel time.
- * The total number of calls to the Customer Service Center has been decreasing since the peak in December. The decline is linked to a reduction in violation notices issued.

During the December 2024 General Policy Committee meeting presentation, several questions were raised regarding overall usage and travel time savings in the Express Lanes. Staff have thoroughly investigated these inquiries and provided detailed responses in Appendix A of the report.

This report serves as a key tool for evaluating Express Lanes performance and ensuring ongoing communication with the Board regarding any operational concerns.

Financial Impact:

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

Reviewed By:

This item was received by the General Policy Committee on April 9, 2025.

Responsible Staff:

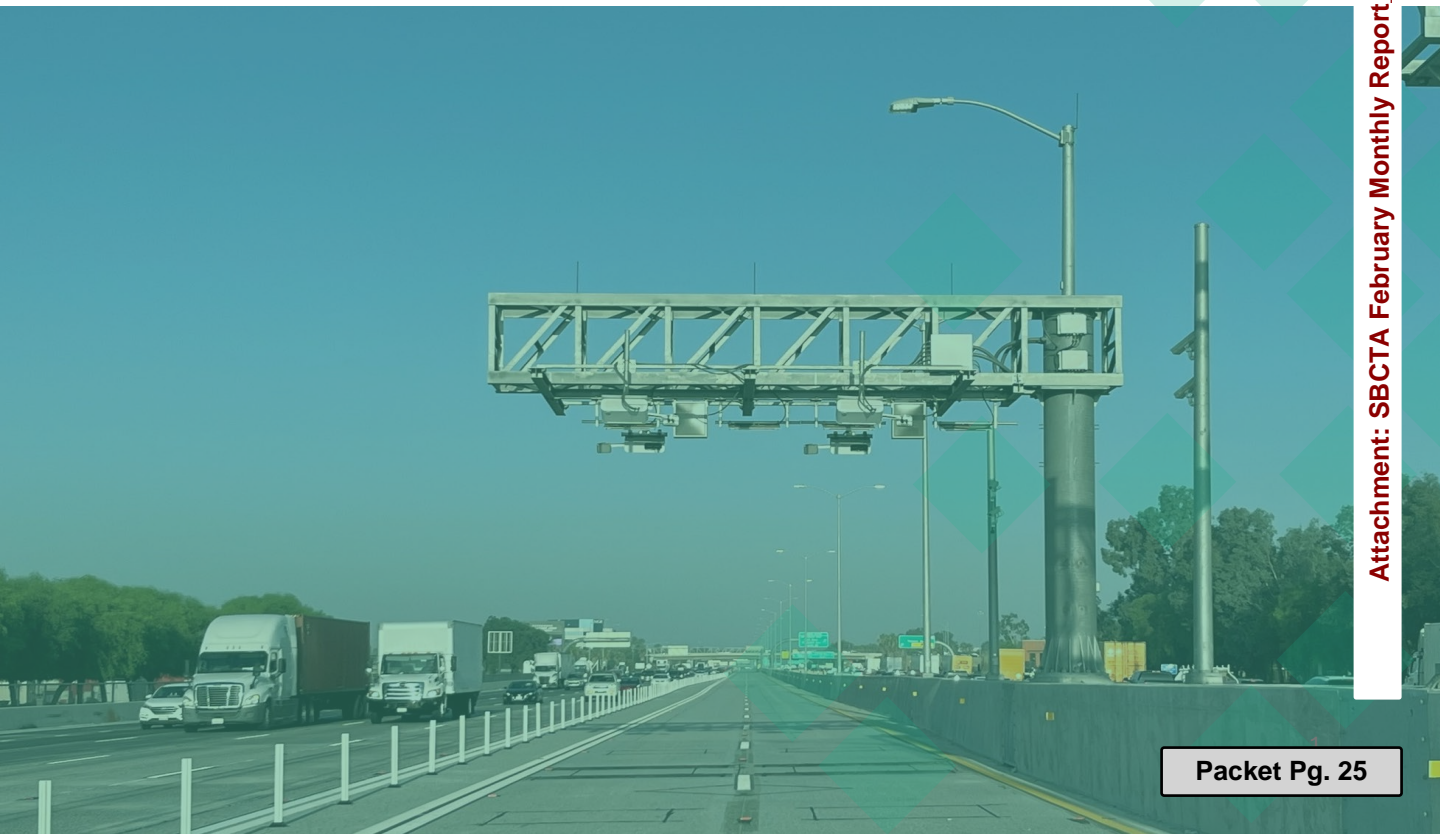
Philip Chu, Chief of Express Lanes

Board of Directors Agenda Item
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Approved
Board of Directors
Date: May 7, 2025
Witnessed By:

I-10 EXPRESS LANES QUARTERLY OPERATIONS REPORT

FEBRUARY 2025



ACRONYM	DEFINITION
CAV	Clean Air Vehicle
CCTV	Closed Circuit Television
CSC	Customer Service Center
CSR	Customer Service Representative
DMV	Department of Motor Vehicle
EB	Eastbound
EL	Express Lanes
ELP	Express Lanes Program
ETC	Electronic Toll Collection
FSP	Freeway Service Patrol
GP	General Purpose
GPR	Gross Potential Revenue
HOV	High Occupancy Vehicle
IBT	Image-Based Transaction
KPI	Key Performance Indicator
MOMS	Maintenance Online Management System
NR	Non-Revenue
O&M	Operations and Maintenance
SBCTA	San Bernardino County Transportation Authority
SOV	Single Occupant Vehicle
TCS	Toll Collection System
TOD	Time of day
TSP	Toll Services Provider
TTRR	Time To Repair and Respond Threshold
TRDMS	Toll Rate Dynamic Message Sign
VCARS	Vehicle Capture and Recognition System
VDS	Vehicle Detection System
VES	Violation Enforcement System
VPHPL	Vehicles per hour per lane
WB	Westbound
WIC	Walk-In-center

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This quarterly report provides a comprehensive look at the operational conditions of the San Bernardino County Transportation Authority (SBCTA) I-10 Express Lanes (EL). The results and discussion presented in each section of this monthly report provide insight into the key aspects about EL and Toll Collection System (TCS) performance (e.g., trends, positive items, issues) from December 2024 to February 2025.

Traffic Operations

Traffic trends shows that average daily traffic decreased in December and January. This is an expected trend due to seasonal variation of lower traffic during winter months. Per the USDOT, generally, U.S. drivers tend to drive fewer vehicle miles at the beginning of each year, with the most miles in the summer months with the peak in July. An upward trend in traffic is observed in February with the highest daily average since the opening of the EL. The number of trips from December to February averaged about 989,003 with 475,783 in the eastbound (EB) and 513,220 in the westbound (WB) directions. The market share of High Occupant Vehicles (HOVs) was 5% higher on weekends compared to weekdays (26% vs. 21%). Since November, the average EL utilization during peak periods have increased from 47% to 55% (assuming capacity of 1,600 vphpl).

From December to February, all EL segments operated at speeds greater than 45 mph more than 90% of the time during peak periods complying with the Federal Highway Administration (FHWA) requirement that managed lanes maintain an average operating speed of 45 mph at least 90% of the time during peak periods.

The EL consistently offer a faster travel time over GP lanes during peak periods. The EL provided an estimated travel time savings of 40,500 vehicle-hours in February.

Toll System Operations

Total trips per month have decreased from November to January and increased in February. On average, 77-78% of the total trips were tolled. The system transitioned from a time-of-day (TOI) schedule to a dynamic pricing algorithm on December 26, 2024 – providing more responsive management of non-recurring congestion. From December to February, the average toll paid range between \$1.73-\$1.94 with FasTrak \$1.56-\$1.76 and Non-FasTrak \$2.71-\$2.88.

Customer Service Operations

During the second full quarter of operations, there were 89,414 fewer Image-Based Trips compared to the first quarter. Image-Based Trips declined in each month of this quarter. This is likely due to holiday season, fewer days in February and the steady volume of new customer accounts and transponders issued in San Bernardino County. The decline in Image-Based Trips has also resulted in a decline in the number of violation notices issued as there were 11,060 fewer Amnesty and NTEV notices issued this quarter compared to the prior quarter. The decline was consistent throughout this quarter with an 18% decline in January and another 18% decline in February. Notably, February had the fewest violations notices issued for a full month since operations began.

The Disabled Veterans Equity Program has seen a steady increase in usage as there was an increase of 285 trips from 563 trips in the prior quarter to 848 trips in the current quarter. The increase indicates the target audience is gaining awareness of the program. The Low-Income Program does not appear to be as successful. Overall, Low-Income accounts are only 0.1% of the total new accounts opened in the San Bernardino area despite an eligible population estimated at 20%. Enrollments for the current quarter declined 57% from the previous quarter. Additional outreach to the community may be required to increase participation in both equity programs.

Financial Performance

Over the past quarter, SBCTA's financial operations have stabilized, with the initial learning curve surrounding go-live now largely in the past. A history of revenue collection is being built, showing a steep bell curve with a long shallow tail. The focus now is on continual improvement, with the team analyzing reporting trends to identify opportunities to further improve revenue collection.

2.1 TRAFFIC VOLUMES

For February 2025, a total of 1,002,283 trips were recorded in the I-10 EL. This is 2.9% higher than the total trips in January 2025.

Figure 1 summarizes monthly traffic volumes on the EL by direction. The daily average in February was higher than any other month to date. This may be due to drivers becoming more familiar with the facility, more drivers finding value in the EL, and traffic rebounding from winter months.

As in previous months, traffic in the WB direction was slightly heavier, on average, than traffic in the EB direction.

Figure 2 shows EL daily trip totals in each direction. Volumes generally increased in the second half of the month.

Figure 1 – Total Monthly Express Lane Trips

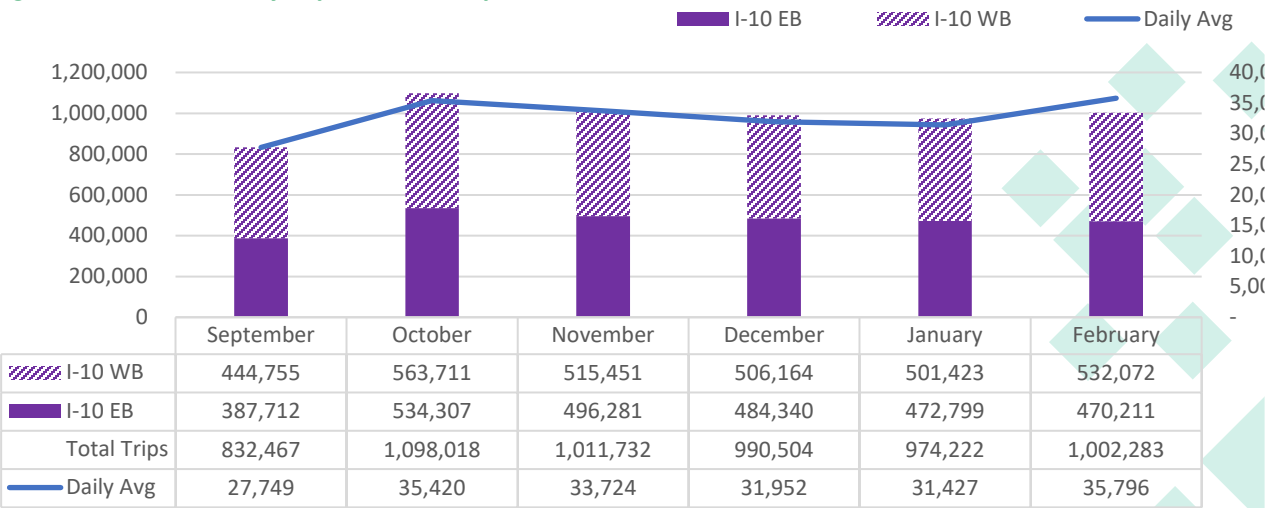


Figure 2 – Express Lanes Daily Trip Totals

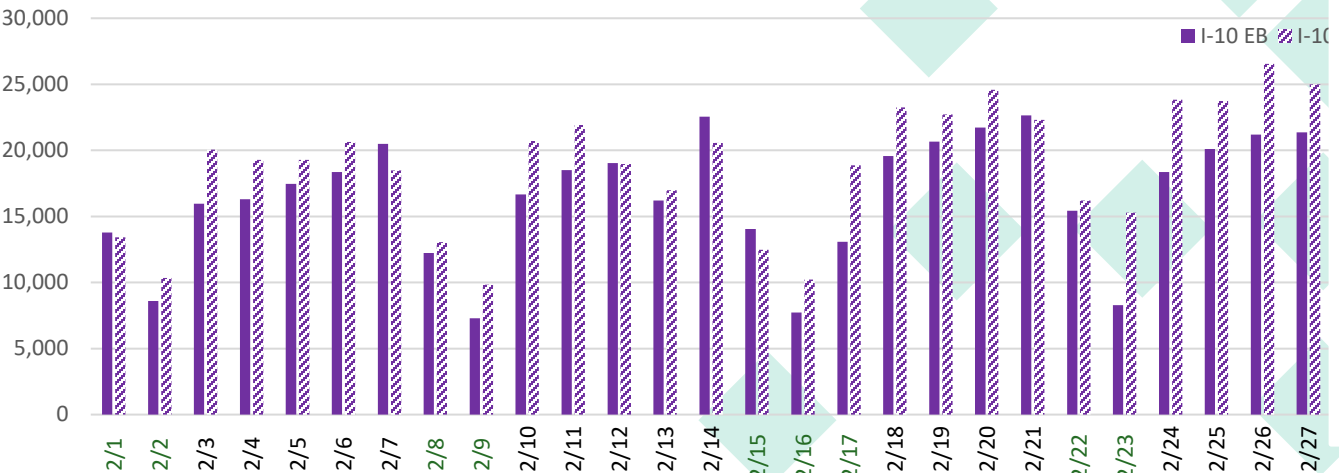


Figure 3 presents average daily trips in February compared to combined average trips since September. February trips were above average on all days of the week.

Figure 4 compiles the daily data and compares average weekday versus average weekend traffic, breaking the data out by direction. It also summarizes peak period traffic. Peak traffic is

oriented WB in the morning and EB in the evening during weekdays. The AM Peak has been defined as 6am-9am and the PM Peak 3pm-6pm.

On average, weekend EL traffic volumes were 45% lower than weekday traffic volumes.

Figure 3 - Express Lanes Average Daily Trips

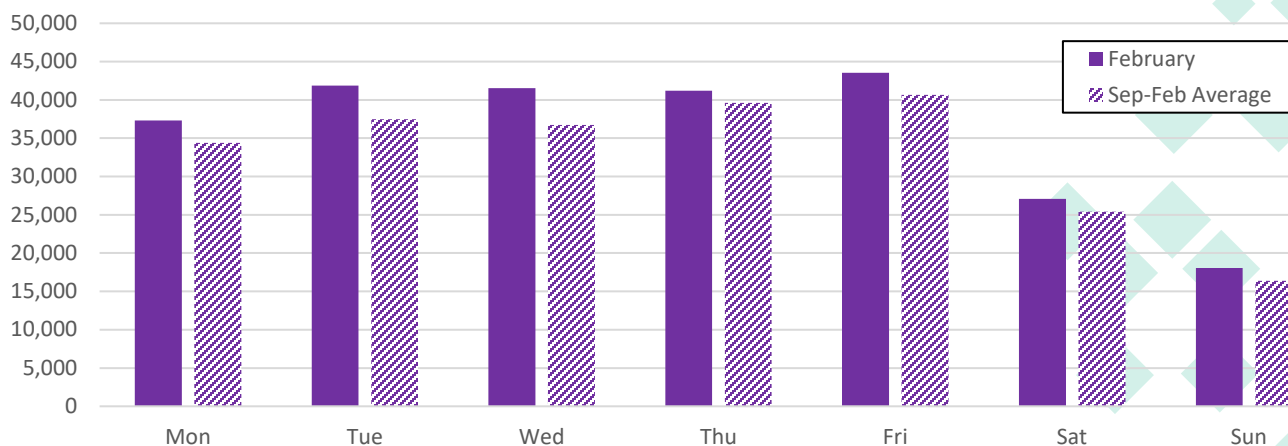


Figure 4 - Express Lanes Average Daily and Peak Period Trips, February 2025

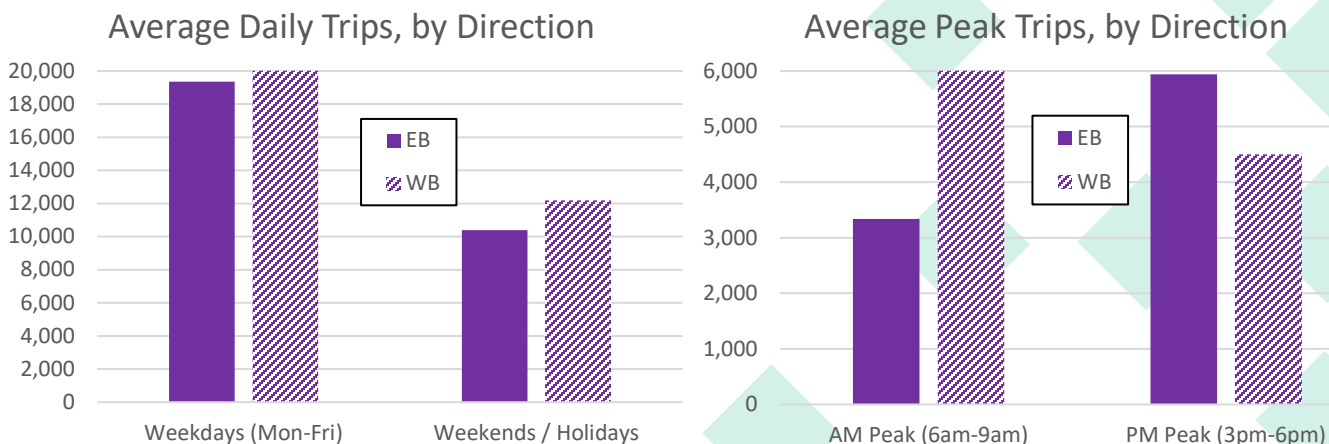


Figure 5 summarizes the percentage of total traffic on I-10 corridor that is served by the EL vs GP lanes. It breaks this information out by type of day (weekdays vs. weekends) and by direction (EB vs. WB). The first graphic focuses on the Express Lanes' share of **daily** traffic, while the second graphic focuses on the Express Lanes' share of **peak period** traffic.

The ELs carry a greater share of total traffic on weekdays as compared to weekends and a greater share in the PM peak compared to the AM peak. In February the EL carried 10% of the corridor's overall traffic.

Figure 5 – Express Lanes Market Share Summary, February 2025



There are four toll zones in the WB direction at I-15 (I15W), Vineyard Avenue (VINW), Euclid Avenue (EUCW) and Mountain Avenue (MTNW) and four toll zones in the EB direction at Mountain Avenue (MTNE), Euclid Avenue (EUCE), Vineyard Avenue (VINE) and Haven Avenue (HVNE). **Figure 6** presents the capacity used in the WB direction during the AM Peak and the EB direction during the PM Peak for each toll zone.

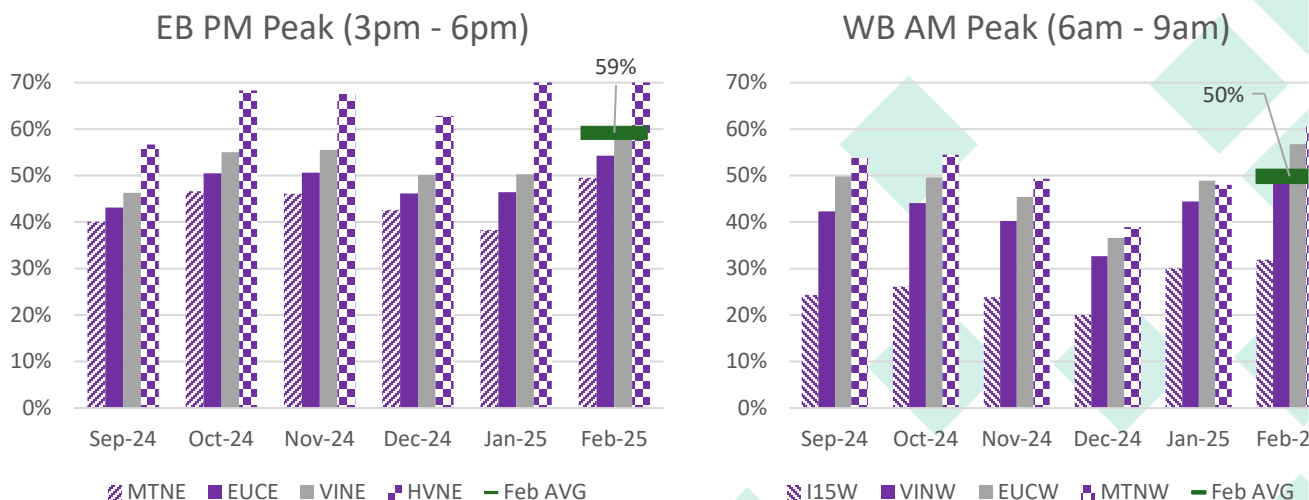
The utilization of the EL facility in both directions remained below an estimated capacity of 1,600 vehicles per hour per lane (vphpl) in February for every plaza. **The average utilization of peak period capacity in February was 59% EB and 50% WB.** Peak period utilization was higher than last month (7% higher both EB and WB), due to overall traffic increasing at the end of the winter season.

Peak period utilization increased from January and were higher than any other month at every plaza except just 1% lower at HVNE. Though October and November recorded higher **monthly** volume February **peak period** utilization was higher than any other month to date. This suggests users are finding more value during peak periods.

There are five main factors that affect EL utilization rate: toll rate, overall demand, relative value (reliability and travel time savings), familiarity and eligibility. Further analysis would be required to understand the relative importance of each of these factors in the EL utilization.

February **peak period** utilization was higher than any other month to date.

Figure 6 - Average Weekly Peak Period Express Lanes Utilization



NOTE: Based on a capacity of 1600 vphpl. HVNE capacity is calculated for one lane, all other locations for two lanes

2.2 TRAFFIC COMPOSITIONS

Express lanes traffic can be classified by either SOV or HOV3+ vehicles. In this section SOV will include single occupant vehicles (SOV), clean air vehicles (CAV), high occupancy vehicles set to 2 (HOV2), disabled veteran (DV) and non-revenue vehicles (NR). Per the EL Business Rules, eligible HOV 3+ vehicles (i.e. an occupancy of 3 or more with a valid switchable transponder in the 3+ position) travel toll-free.

Figure 7 presents trip composition for weekdays in February. The left side of the table provides the information in terms of total trips in a typical peak

period, while the right side of the table presents the same information in terms of the market shares. As **Figure 6** illustrates, 80% of trips during these periods are SOV trips. This is consistent with previous months.

Figure 8 presents EL transaction classification for weekdays and weekends. The market share of HOV3+ is 5% higher on weekends compared to weekdays.

Figure 7 – Express Lanes Weekday Peak Period Trip Classification

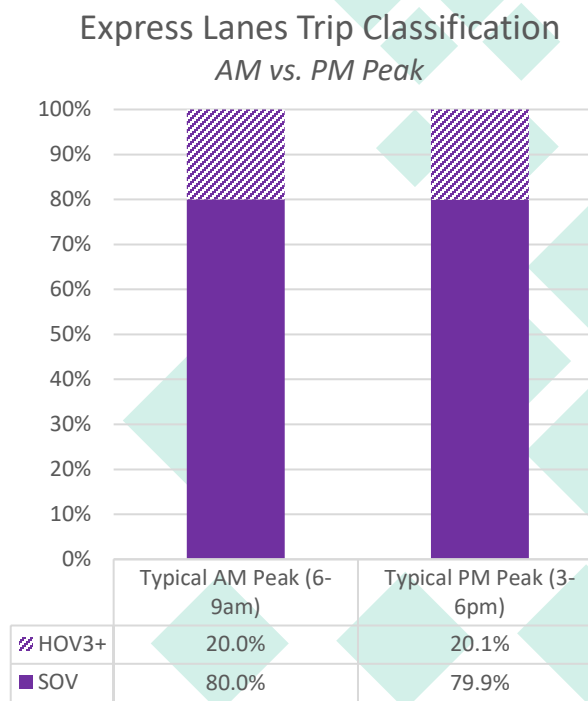
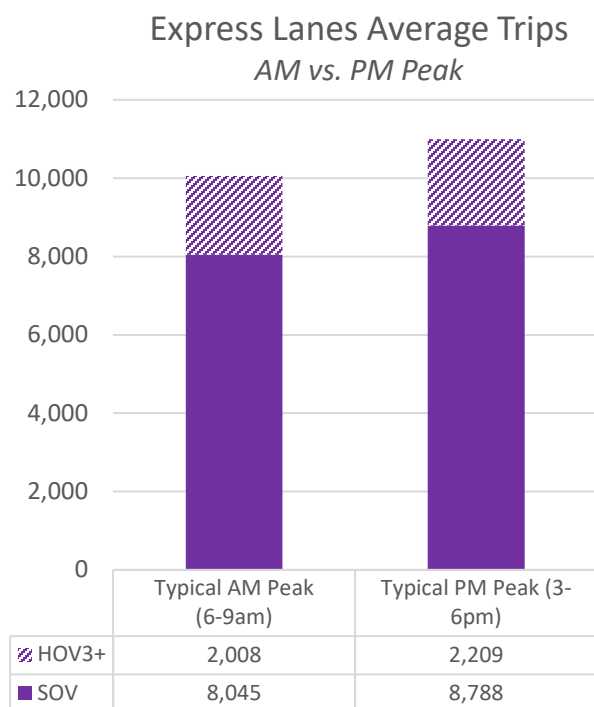
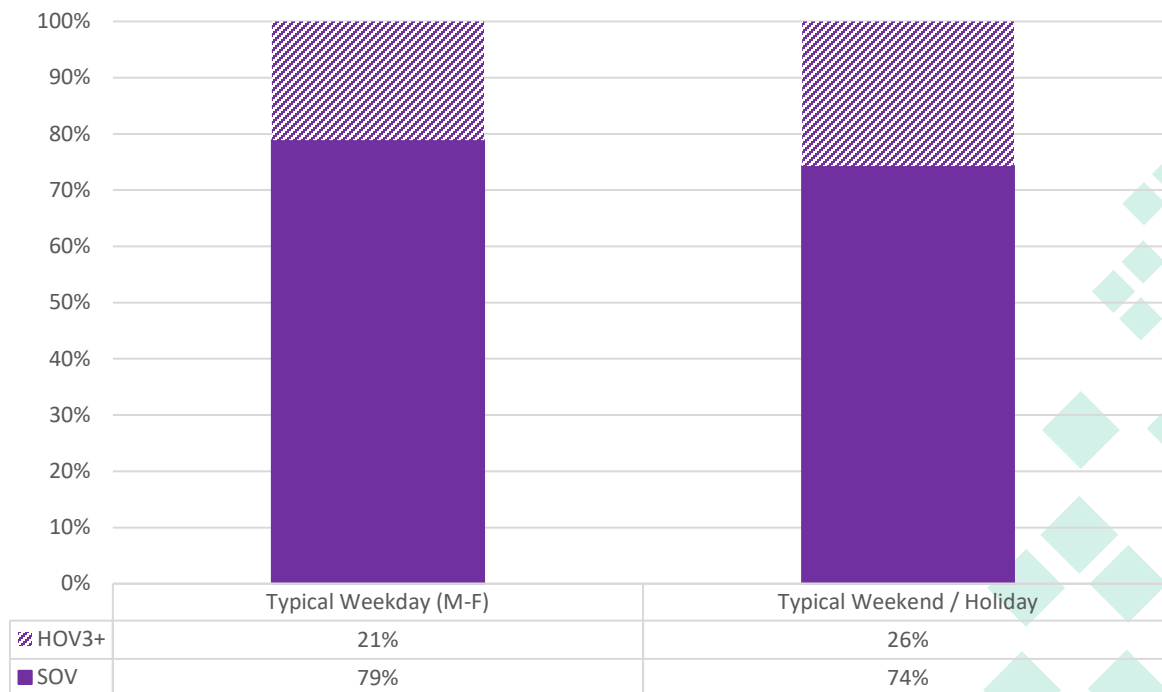


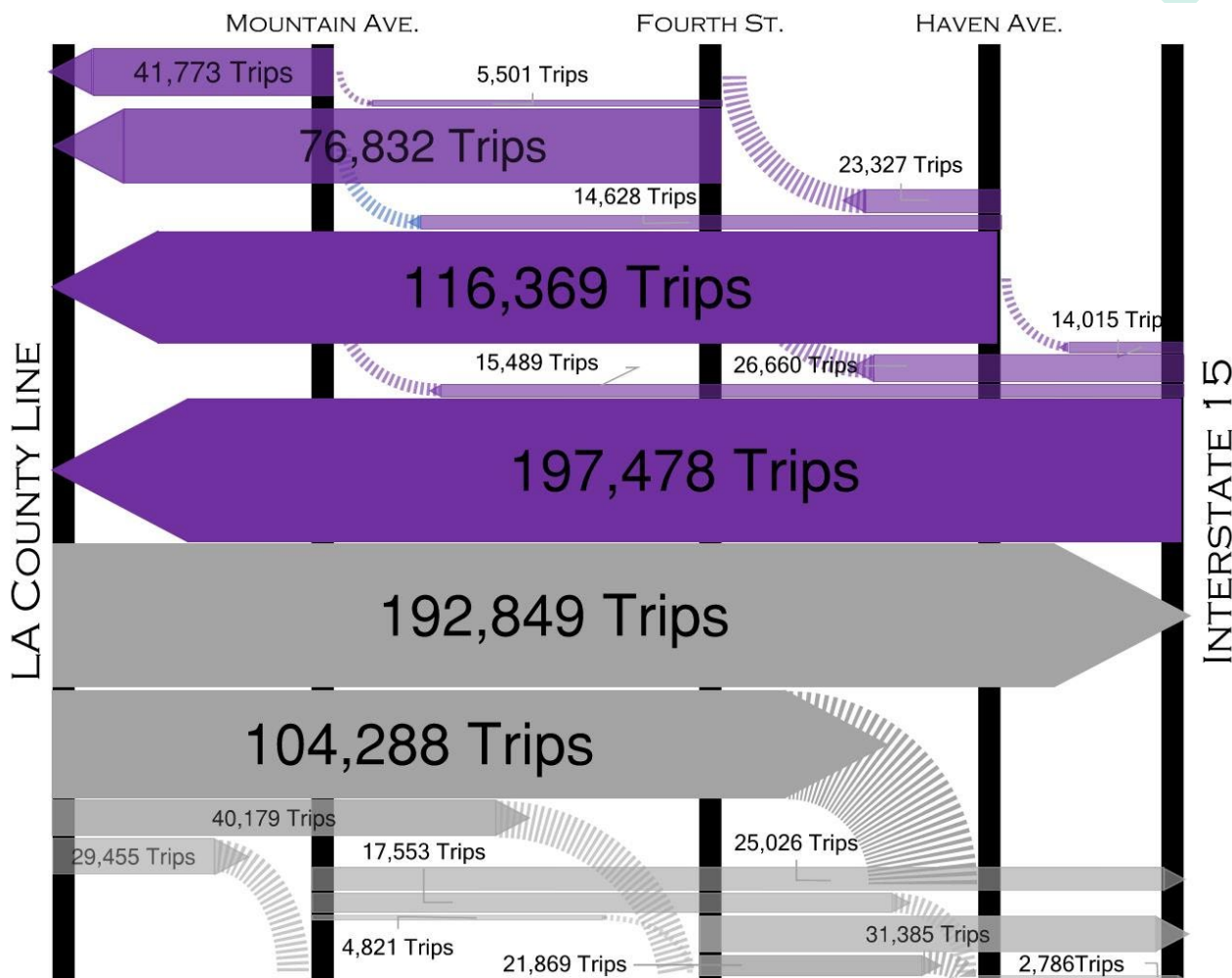
Figure 8 – Express Lanes Weekdays vs. Weekends Trip Classification



There are four toll zones in each direction of the I-10 Express Lanes corridor. **Figure 9** tabulates a breakdown of February trips by their entry and exit Toll Zone.

Over one third of all trips (41% of 470,211 EB and 37% of 532,072 WB) were full length trips traveling through all four plazas in one direction.

Figure 9 – Volumes by Origin & Destination



2.3 TRAVEL TIME & SPEED

Two important goals of the ELs are improved travel time compared to the adjacent general purpose (GP) lanes and enhanced reliability. Travel time analysis has been performed for December until February, once all VDS calibration was completed.

The ELs consistently offer a faster travel time during peak periods. The ELs provide an average peak period travel time savings of 4 minutes 3

seconds WB and 3 minutes 29 seconds EB each weekday.

Figure 10 summarizes the estimated travel time saved in February for all vehicles traveling in the Express Lanes – a total of 40,439 vehicle-hours. Factoring in vehicle occupancy would lead to a higher number of hours saved.

Figure 10 – February Travel Time Savings (vehicle-hours)

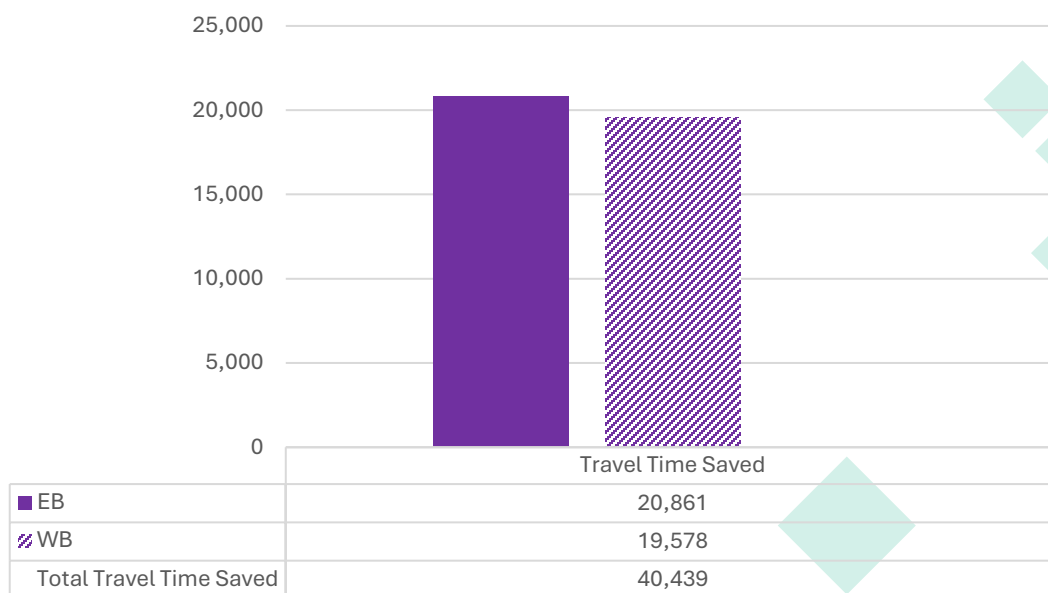


Figure 11 summarizes the speed reliability statistics for February 2025, breaking the data out by peak period (AM vs. PM), by direction, and summarizes average speeds through the corridor

in 15-minute intervals. By statute, EL should maintain an average speed of 45 mph or above for 90% of the time during peak periods.

Figure 11 – Average AM and PM Peak Period EL Speeds

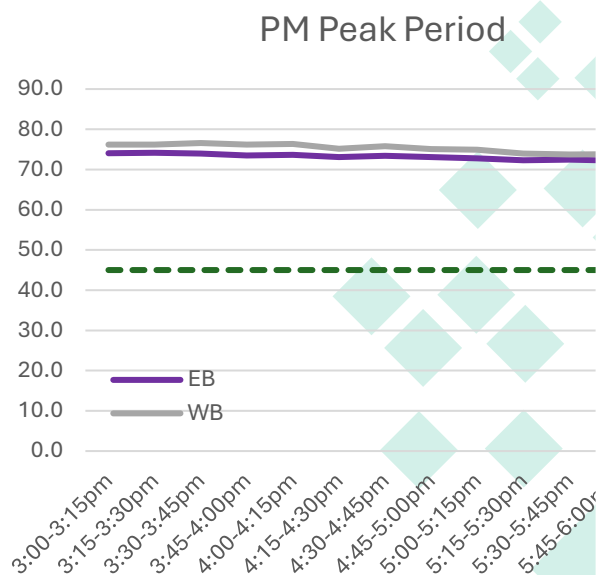
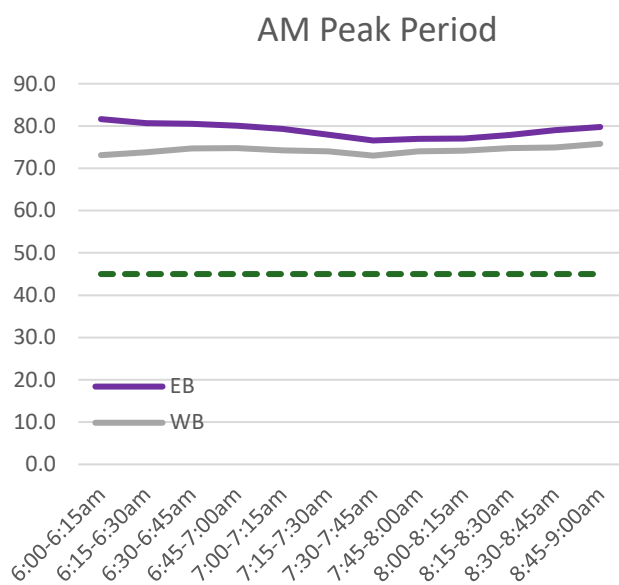
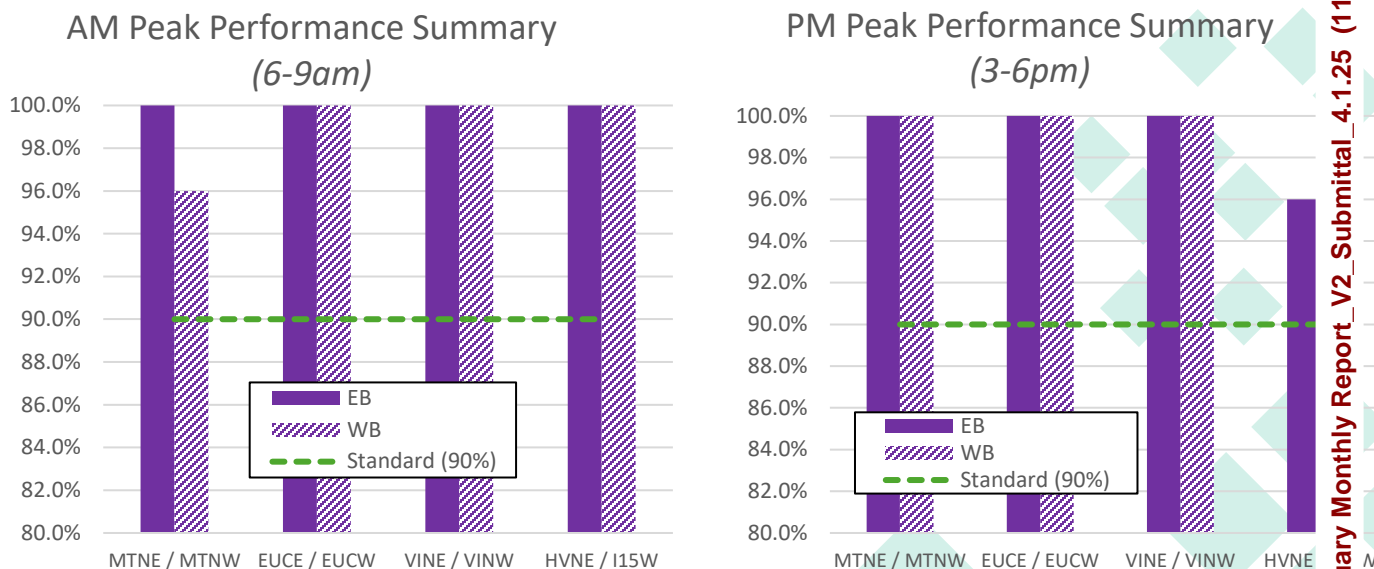


Figure 12 shows that average speeds along the corridor were rarely compromised in February. The green line in Figure 9 represents the threshold to meet the 45+ mph requirement and it is observed that all segments were operating at speeds of 45+ mph over 90% of the time during peak periods.

Typically, WB traffic approaching the LA County Line remains above 45 mph in the AM peak, but on February 25 there was an incident which caused slowdowns below 45 mph. Slowdowns below 45

mph were recorded during the PM peak in the E direction approaching I-15 on February 21 and 28 both Fridays. Slowdowns in this area of the Express Lanes are typical on Fridays, and SBCTA is working on striping alternatives to help alleviate the condition.

Figure 12 – Percentage of Peak Period with Speeds Over 45 mph by Segment



Please refer to [Appendix A](#) on responses to December General Policy Committee Meeting Questions on this section.

2.4 FSP ASSISTANCE

Figure 13 below summarizes FSP assist requests for the quarter (November to February). There were a total of 225 FSP assists provided over the past four months. January and February seem to have lower FSP calls due to seasonal variation in traffic during

this time of the year. Debris removal, flat tire, vehicle safety check and other mechanical problems were the primary reasons FSP was dispatched.

Figure 13 - Monthly FSP Assist Data



3.1 TRIPS, EXPECTED REVENUE, & TOLL RATES

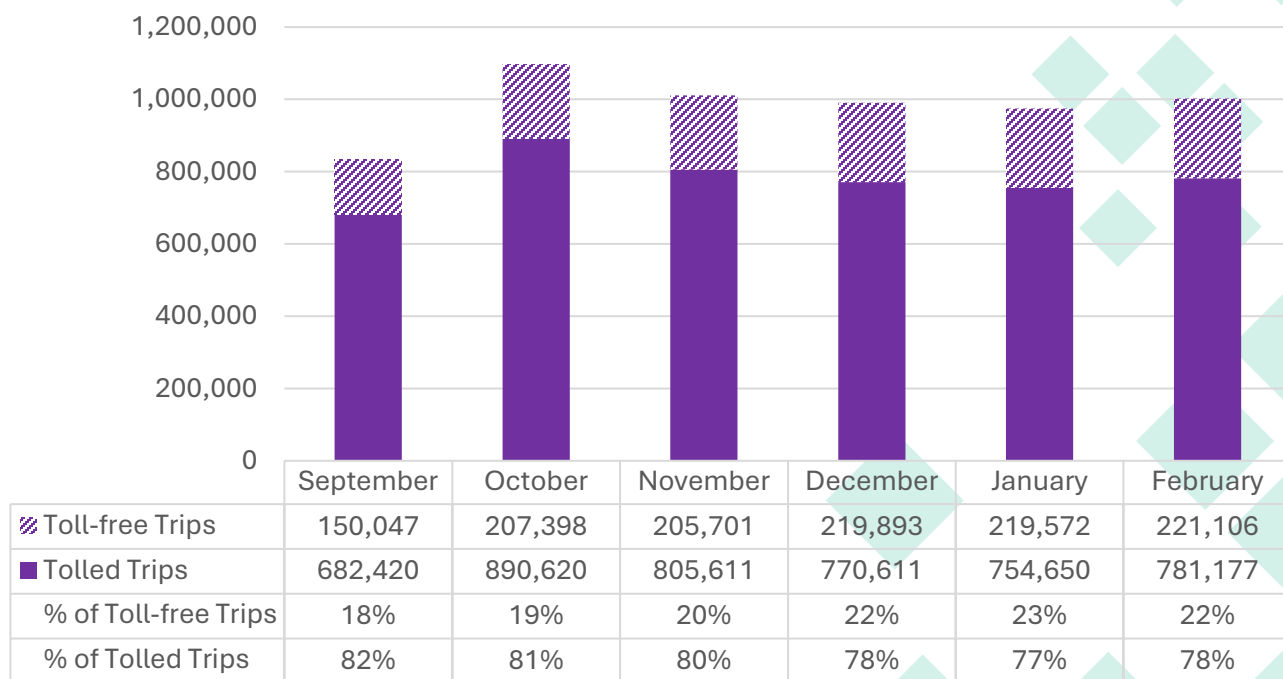
Figure 14 provides the total number of trips per month for the I-10 EL by direction.

Total trips per month have increased from September to October, decreased each month from November to January, then increasing in February.

The increase in February trip number appears to be attributed to normal traffic trends in this month.

Trip trend shows an increase from January to February 2.8%, which is normal due to seasonal traffic trends in the month of February.

Figure 14 - Total Express Lanes Trips



Trip totals have been trending up since opening as it appears more customers are becoming aware that the I-10 EL have opened but dipped from November to January before increasing in February following season traffic patterns. The figure provides total number of trips, trips greater than \$0 and 0\$ trips.

Trips greater than \$0 have increased from January to February by 3.4%. The \$0 trips have increased from September (150,047) to February (221,106). SBCTA is monitoring this and will consider increased enforcement if warranted.

Figure 15 shows percentage of FasTrak and Non-FasTrak (IBT) trips by direction for February 2025. FasTrak trips exceed Non-FasTrak trips for both directions. The percentage of FasTrak trips versus Non-FasTrak trips are about the same for both

directions. In February FasTrak % increased 0.8% the EB and decreased 0.8% in the WB from January. Early in the month traffic was down per seasonal traffic trends but appeared to return to normal by the end of the month.

Figure 15 –Distribution of FasTrak & Non-FasTrak Trips

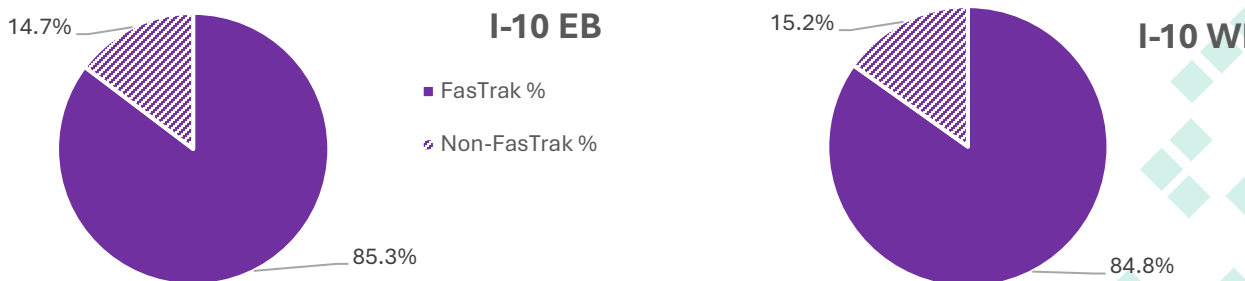


Figure 16 provides the total Expected Revenue per month for the I-10 EL by direction. Expected Revenue represents the total trip revenue that is expected to be collected from a customer at the time the trips are built in the Toll Collection System (TCS) to be sent to the CSC for processing. The February Expected Revenue is 4.13% higher than January. EB

Expected Revenue was significantly lower in February than January; the average EB toll was \$1.94 versus \$2.29 last month, while for WB toll is \$1.58 versus \$1.22 last month. Another factor contributing to reduce Expected Revenue is February traffic being lower than past months, as expected with seasonal variation in traffic trends.

Figure 16 – Total Expected Revenue

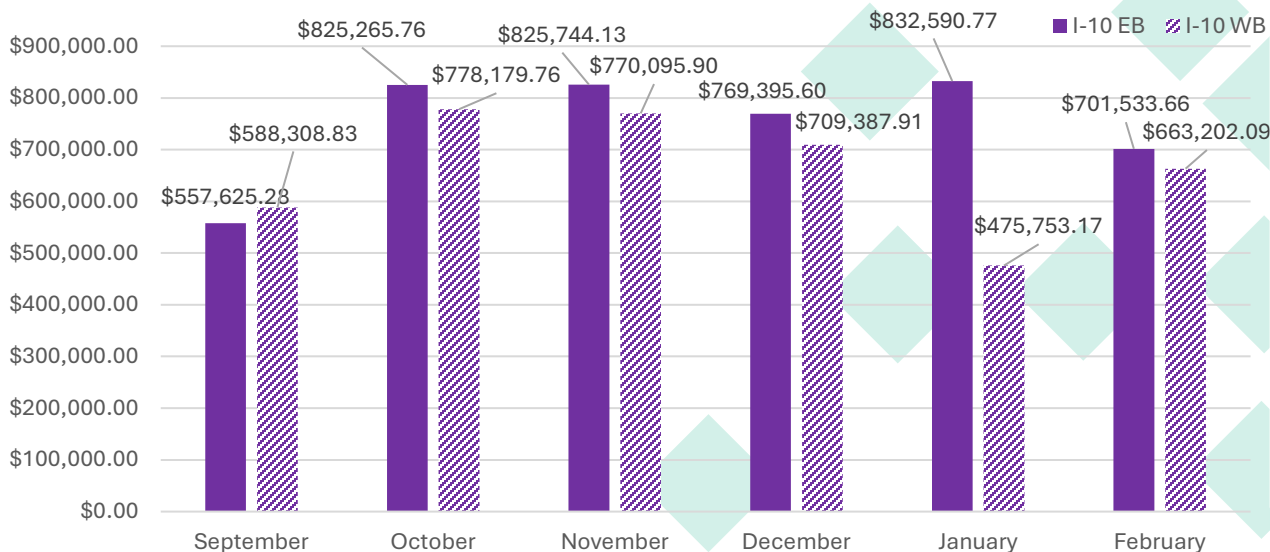


Figure 17 shows the daily Expected Revenue for each direction of travel for February 2025. Expected Revenue was consistent throughout the month except 2/14 & 2/28 EB and 2/26 WB. For these 2 EB days, the average EB toll for trips greater than \$0 was \$2.83 & \$2.86. The maximum EB toll was \$10.10 & \$11.60. On 2/26, the average WB toll for trips greater than \$0 was \$2.24. The maximum WB toll was \$12.50.

In February, the EB Expected Revenue trended higher as traffic appeared to return to pre-holiday months averages based on season traffic trends.

Figure 17 – Daily Expected Revenue Totals for Trips

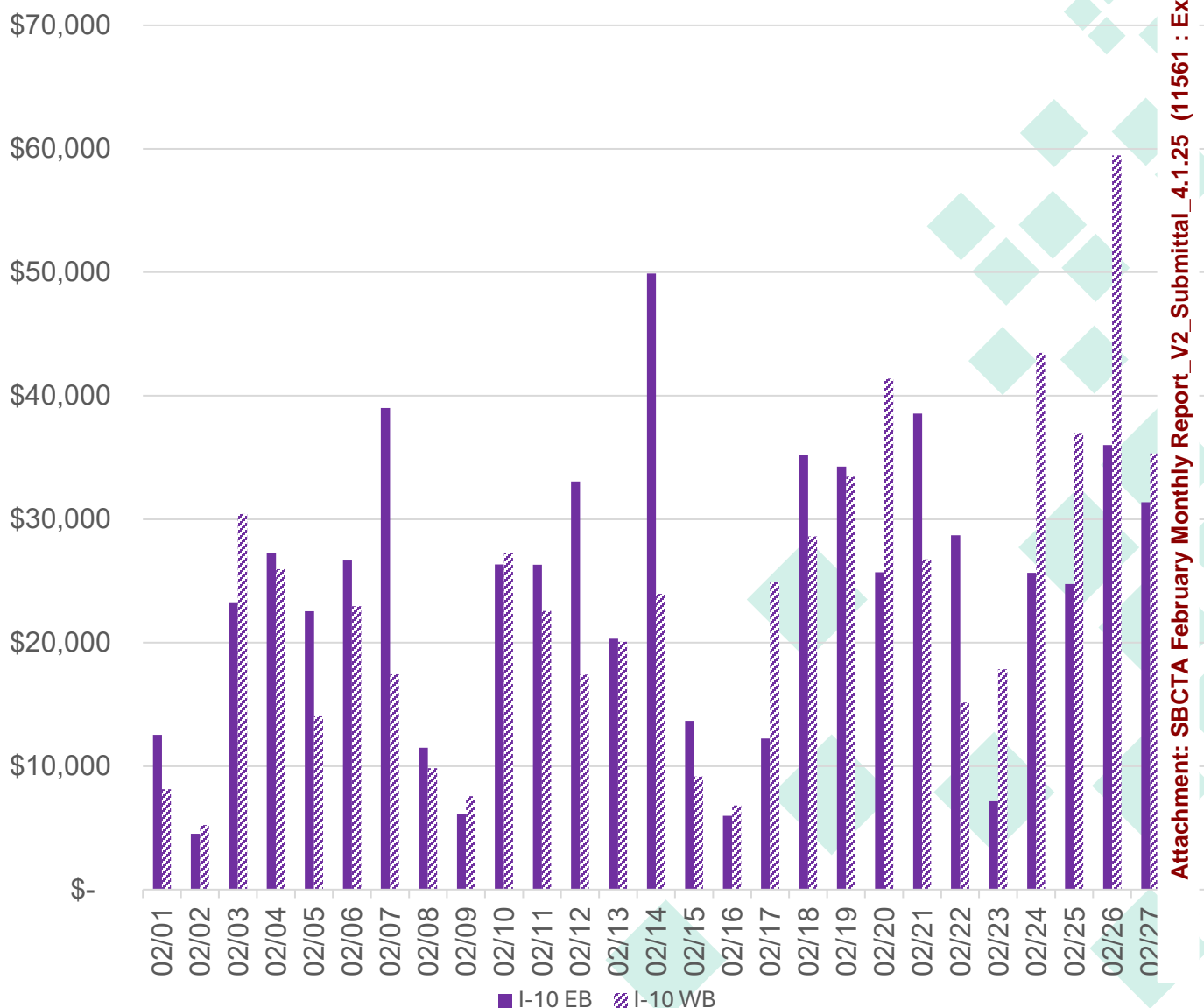


Table 1 provides a summary of average tolls paid for February. February overall averages increased to \$1.75 from \$1.73 in January. There has been no change to the average Non-FasTrak toll; however, the FasTrak average toll has increased to \$1.58 from \$1.56. The average toll rate will continue to evolve

as the dynamic pricing algorithm continues to optimize the tolls.

Table 1 - Average Tolls

	I-10 EB	I-10 WB	Total
Avg Trip > \$0 Toll	\$1.94	\$1.58	\$1.75
Avg FasTrak Toll	\$1.77	\$1.42	\$1.58
Avg Non-FasTrak Toll	\$2.93	\$2.52	\$2.71

Table 2 provides an overview of the toll rates posted on I-10 toll rate dynamic message signs (TRDMS) during the month. The maximum weekday WB AM peak toll is higher than EB AM

Peak and in the afternoon the EB PM peak toll is same as the WB PM peak.

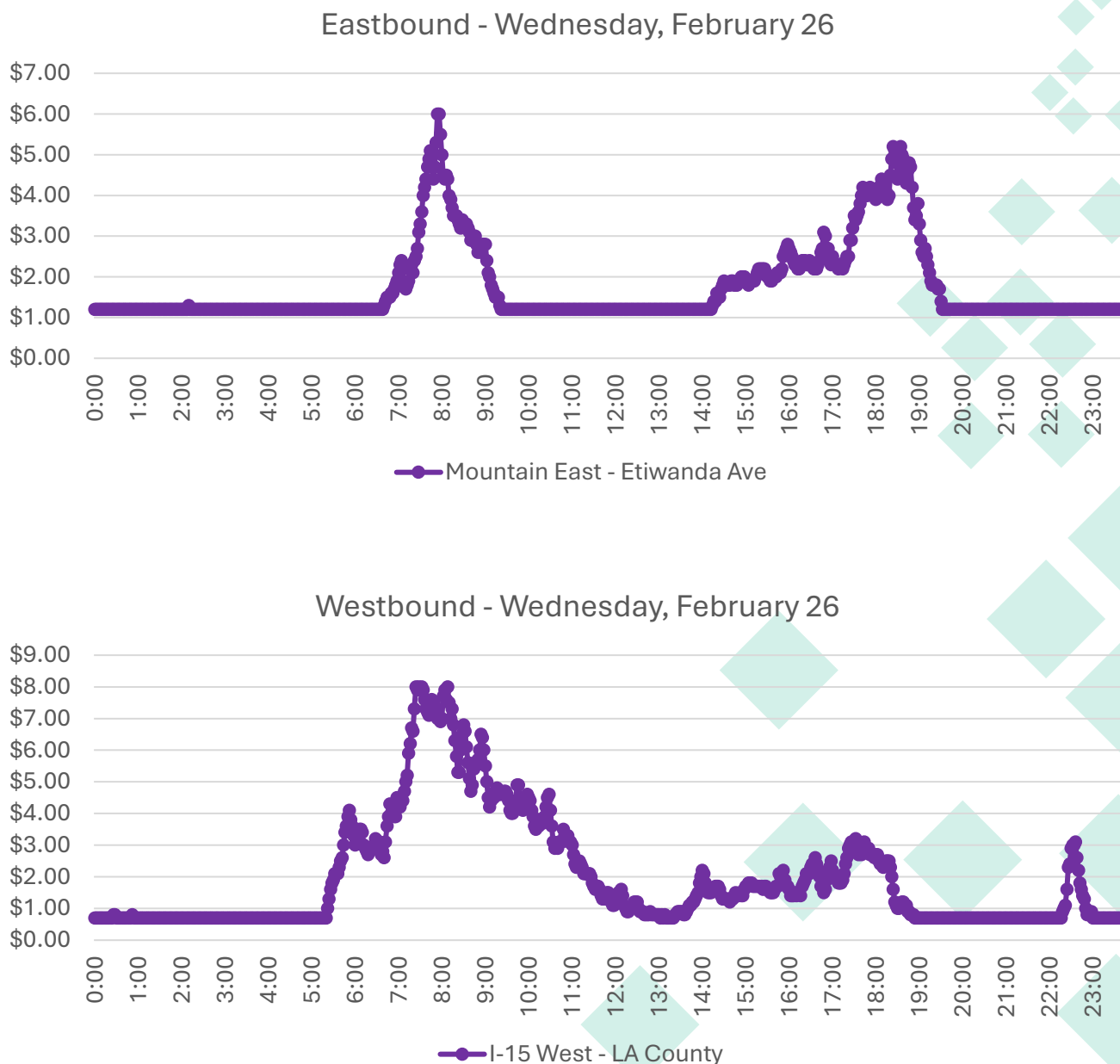
Table 2 - Posted Toll Rate Summary

	EB	WB
FasTrak - AM Peak Period Range Weekdays, 6am - 9am	\$0.70 - \$6.00	\$0.70 - \$8.00
Non-FasTrak - AM Peak Period Range Weekdays, 6am - 9am	\$1.55 - \$9.50	\$1.55 - \$12.50
FasTrak - PM Peak Period Range Weekdays, 3pm - 6pm	\$0.70 - \$6.90	\$0.70 - \$8.00
Non-FasTrak - PM Peak Period Range Weekdays, 3pm - 6pm	\$1.55 - \$10.40	\$1.55 - \$12.50
FasTrak - Weekend Peak Range Sat/Sun, 10am - 2pm	\$0.70 - \$8.00	\$0.70 - \$2.70
Non-FasTrak - Weekend Peak Range Sat/Sun, 10am - 2pm	\$1.55 - \$12.50	\$1.55 - \$4.55
FasTrak - Max Toll Rate	\$8.00	\$8.00
Non-FasTrak - Max Toll Rate	\$12.50	\$12.50
FasTrak - Max Toll Rate - Weekday	\$7.40	\$8.00
Non-FasTrak - Max Toll Rate - Weekday	\$11.60	\$12.50
FasTrak - Max Toll Rate - Weekend	\$8.00	\$7.30
Non-FasTrak - Max Toll Rate - Weekend	\$12.50	\$11.15

Figure 18 depicts the full-length trip's posted FasTrak toll rates on the TRDMS in both directions for a representative Wednesday (February 26) when dynamic pricing was in operations. The maximum EB toll was \$6.00 occurring during AM

peak and the maximum WB tolls was \$8.00 occurring AM peak as well. The maximum EB toll in the PM peak was \$5.20 and the maximum WB toll in the PM peak was \$3.20.

Figure 18 – Full Length Tolls posted on TRDMS



3.2 SYSTEM PERFORMANCE

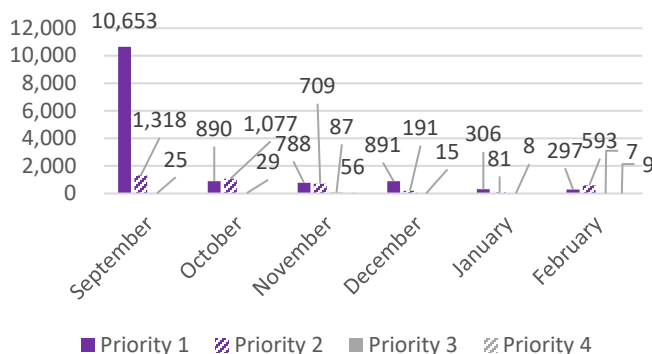
Figure 19 displays the Maintenance Online Management System (MOMS) work orders by month and priorities from September until February. The total work orders by month have decreased from about 12K in September to 1-2K for the months of October to December, 395 in January and 906 in February. TransCore has updated the MOMS alert tuning and stabilized roadside issues since go-live.

Figure 20 provides the total number of MOMS work orders per day for the month of February. Priority 1 work orders can impact revenue and essential operational functionality.

Priority 2-4 work orders are non-critical but can affect operations if not addressed timely.

During the month of February, there were approximately 32 work orders per day, with spikes of work orders on 2/19 to 2/21 and 2/23 to 2/27 from mainly Vehicle Capture and Recognition System (VCARS)/Violation Enforcement System (VES) equipment contributing 749 of the 906 work orders. SBCTA has reviewed the details of these work orders with TransCore and TransCore has performed corrective maintenance.

Figure 19 - MOMS Monthly Work Orders by Priority



February averaged about 32 Work Orders per day; VCARS/VES is the equipment type for most of these Work Orders.

Figure 20 - MOMS Work Orders by Priority by Day

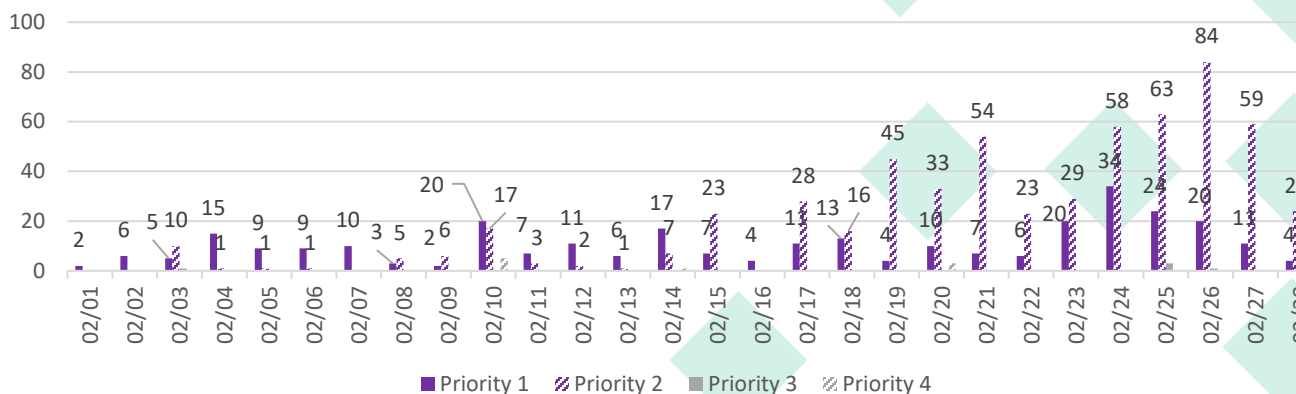


Figure 21 displays the total monthly work orders that exceeded the Response Time by Priority. Work orders exceeding the Response Time increased by 10 from January to February.

For work orders that exceed the Repair and Response Time KPIs, TransCore is responsible for liquidated damages as reported in TransCore's Monthly Maintenance Report.

Figure 22 displays the monthly total work orders that exceeded the Repair Time by Priority. Work orders exceeding the Repair Time increased by 7 from January to February.

Figure 21 - Monthly Work Orders Exceeding Response Time by Priority

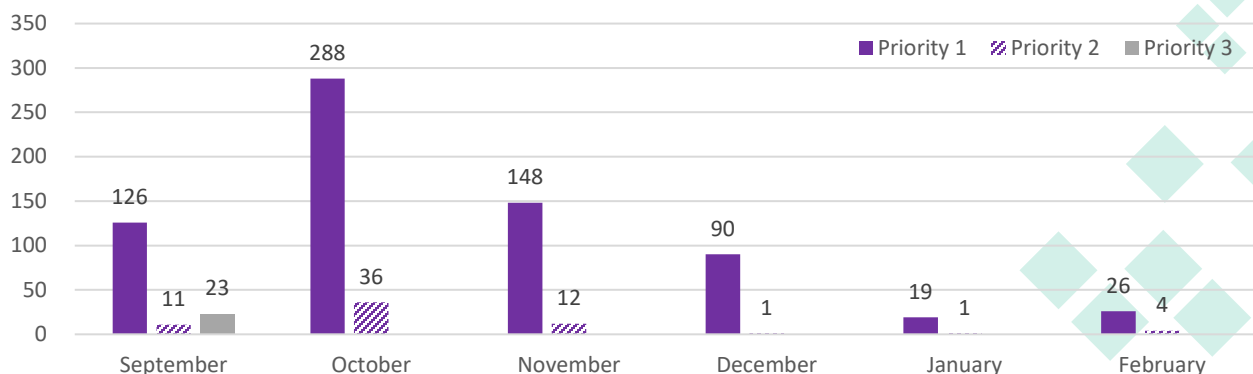


Figure 22 - Monthly Work Orders Exceeding Repair Time by Priority

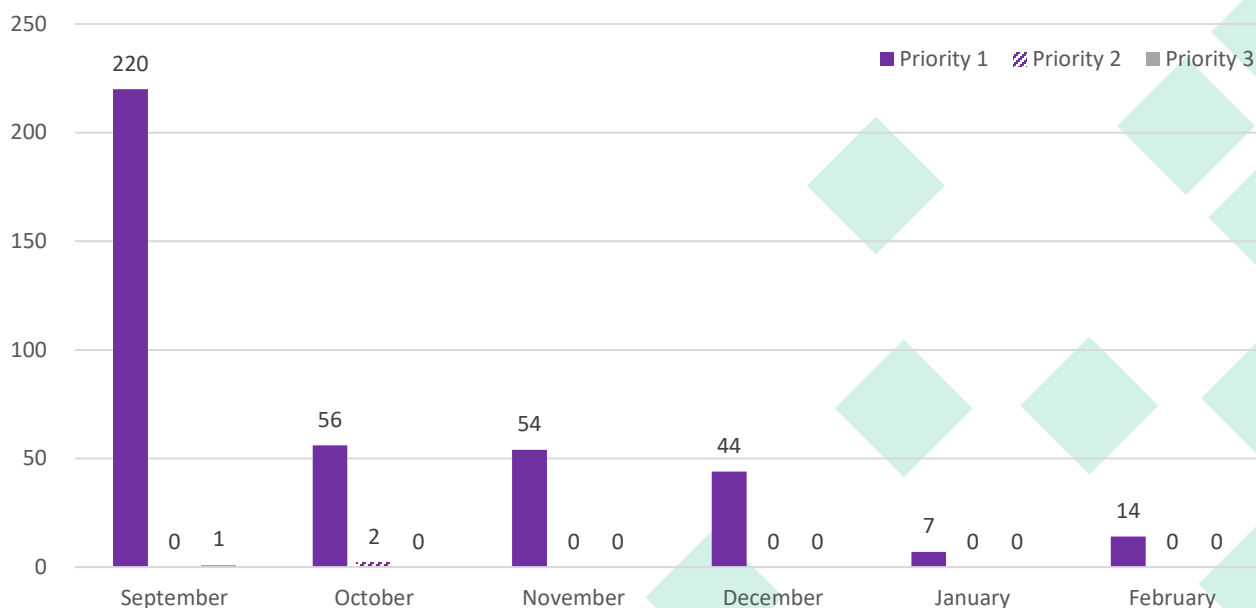


Figure 23 provides the total number of MOMS work orders by priority (1, 2) per day that exceeded the time to respond in February.

Figure 24 provides the total number of MOMS work orders by priority (1, 2) per day that exceeded the time to repair in February.

The requires time to respond and time to repair thresholds are established in TransCore's contract. Events that exceed the response and repair thresholds will be subject to the key performance

indicator (KPI) assessments identified in the contract. The spike on 2/23 appears to be attributed to sites TRDMS 1, 1A that lost communication to the switches and controllers due to bad fiber connection at CCTV 2.

SBCTA has reviewed the response and repair times with TransCore and TransCore is performing system configuration updates to accurately report in accordance with the contract priority levels.

Figure 23 - Daily Work Orders Exceeding Response Time by Priority

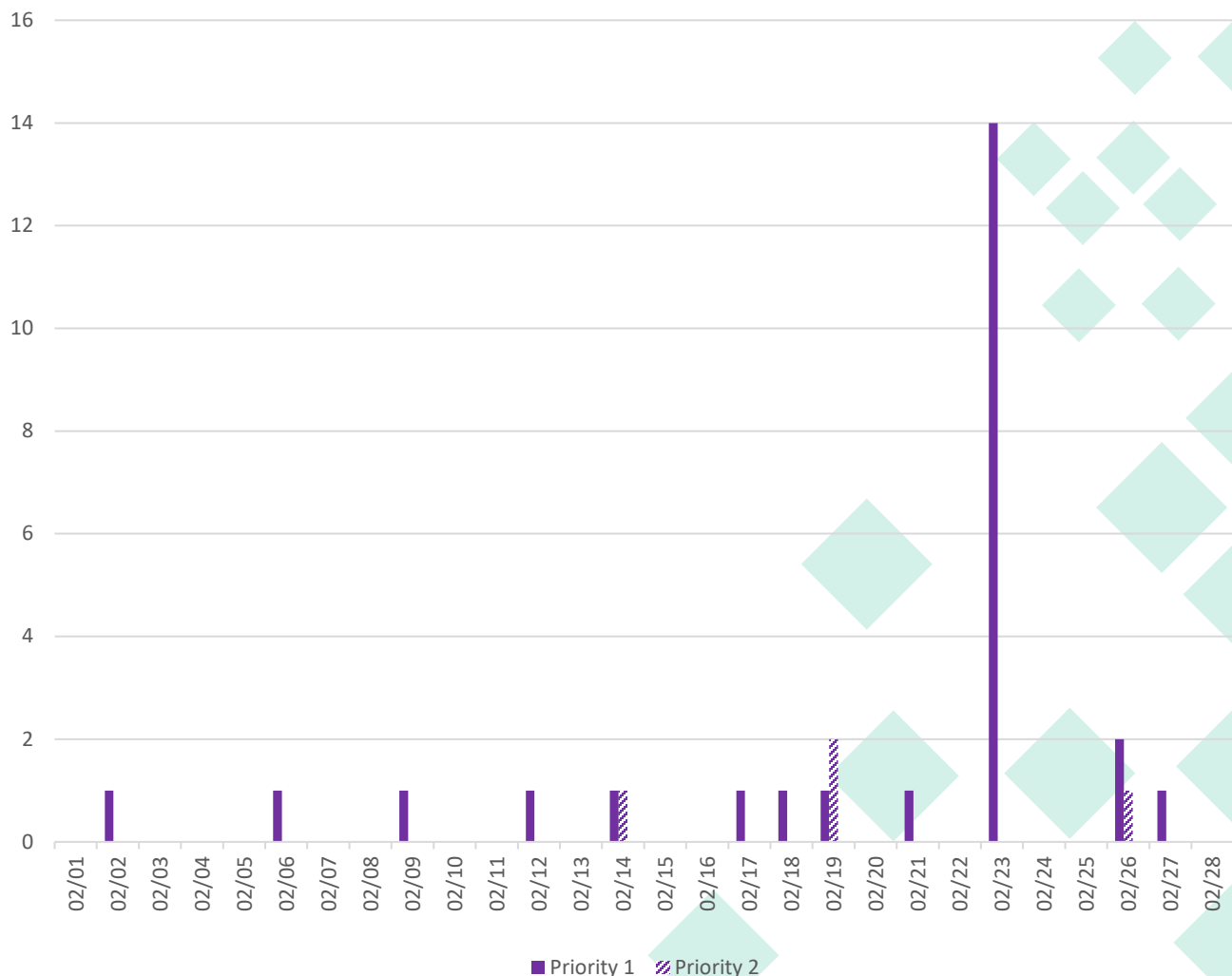
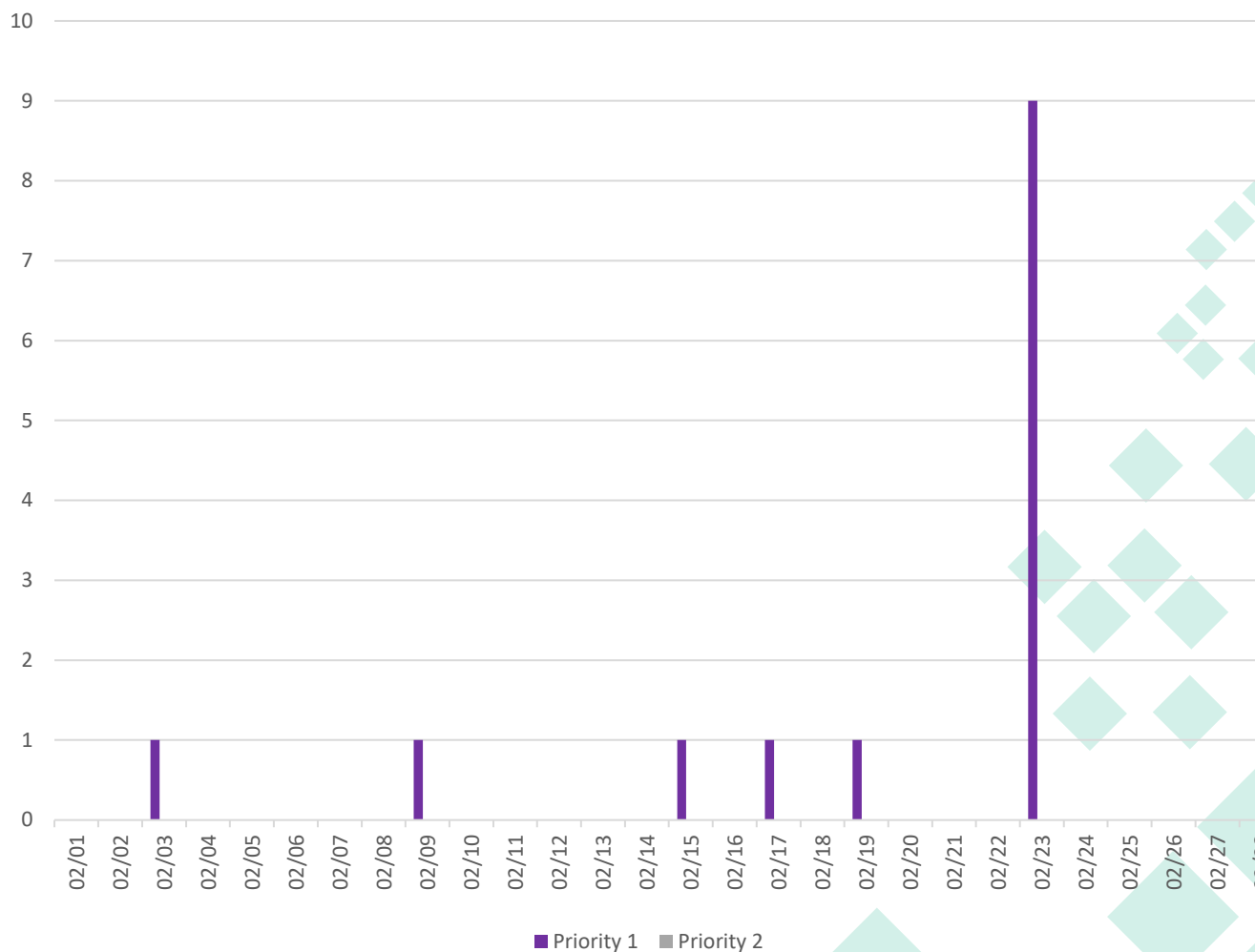


Figure 24 - Daily Work Orders Exceeding Repair Time by Priority



4.1 CUSTOMER CONTACT BY PHONE

Figure 25 depicts the total calls coming into the Customer Service (CSC) Call Center on SBCTA's dedicated phone number, including the number of customers that elected to speak with a Customer Service Representative (CSR) and the average handle time per call.

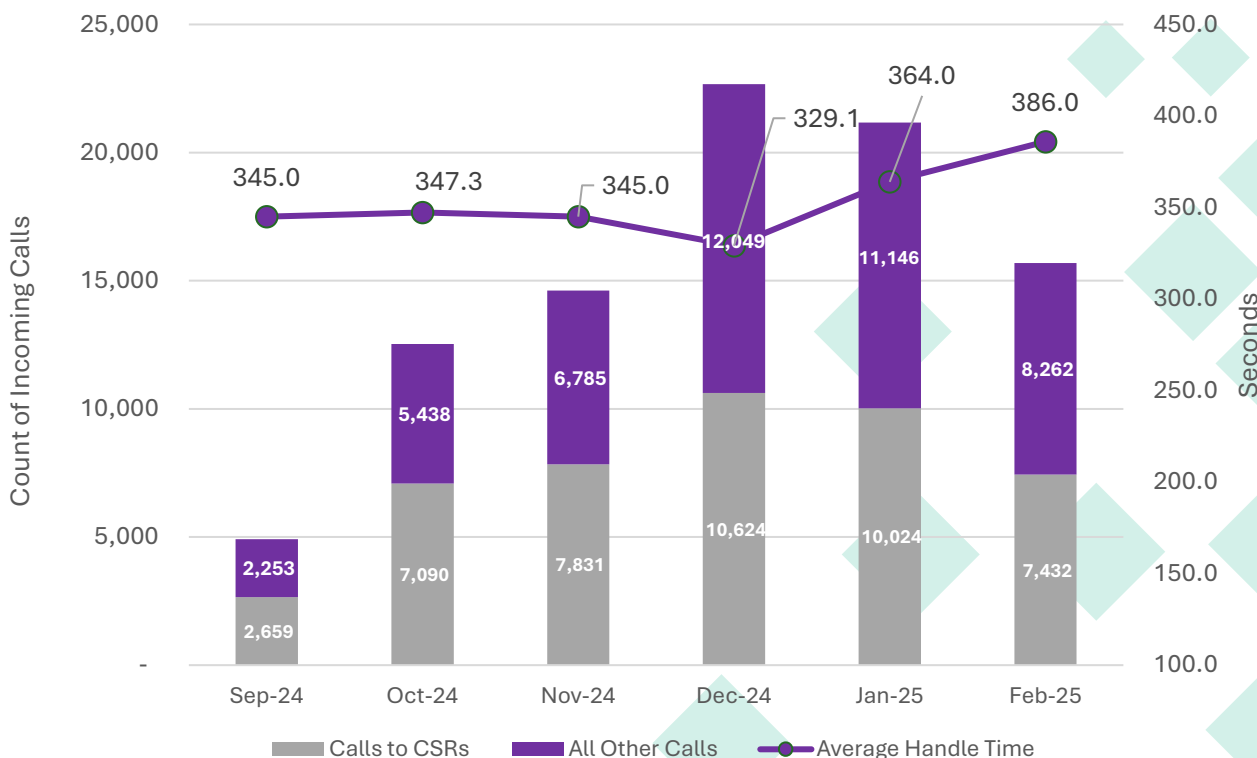
The total number of incoming calls has continued to decline from the peak in December. Notice volumes have also declined which is contributing to the reduced number of calls over the last two months.

In February, 47% of customers elected to speak with a CSR consistent with January and December indicating that customers can resolve many of their issues through the automated call system.

The total number of calls has declined in January and February from the December peak. The impact of the current smishing campaign has had a minor impact on the SBCTA Customer Service Center Line with only 4% of total calls related to smishing.

The average handle time for calls for February increased by 22 seconds. This uptick could be due to an increased volume of more complicated issues, such as DMV Holds, going to CSRs while the automated system is handling the simpler calls. It should be noted that while the call center is available to customers 24 hours a day and 7 days a week, CSRs are only available from 8:00 am to 6:00 pm Monday through Friday and 9:00 am to 2:00 pm on Saturday.

Figure 25 - Incoming Calls by SBCTA Customers

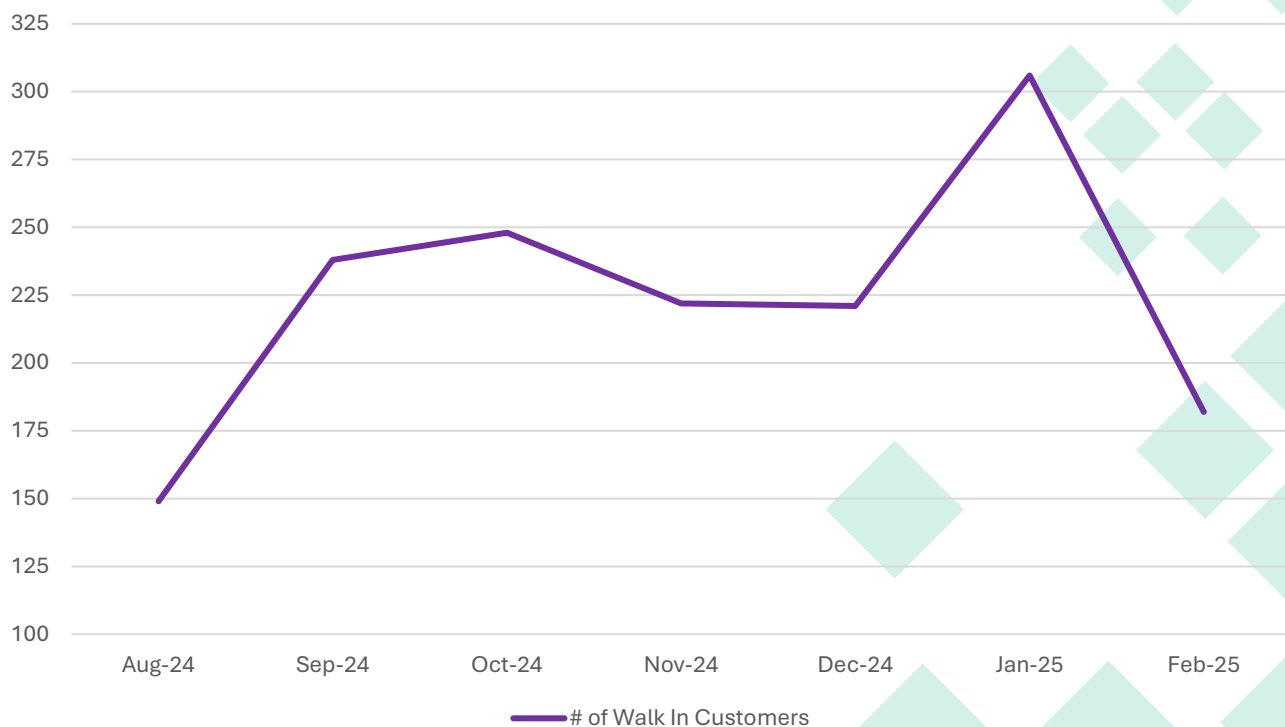


4.2 CUSTOMER WALK-IN VISITS

Figure 26 indicates I-10 EL customers using the dedicated San Bernardino Customer Service Center (CSC) and the Irvine CSC. The number of customers using the San Bernardino WIC in February was only 182 customers which is a sharp decline from the 306 customers in January. However, it is noticeable that the average for January and February is 244 customers per month which is consistent with the average over the previous four months of 232 customers per month.

Customers are almost exclusively using the Walk-In Center located in Rancho Cucamonga City Hall. Over the entire 6-month period, only three customers used the Irvine Walk-In Center to inquire about the I-10 EL.

Figure 26 - Walk-In Center Customers



4.3 VIOLATION NOTICES AND CA DMV HOLDS

Figure 27 depicts the total number of violation notices mailed and CA DMV holds placed.

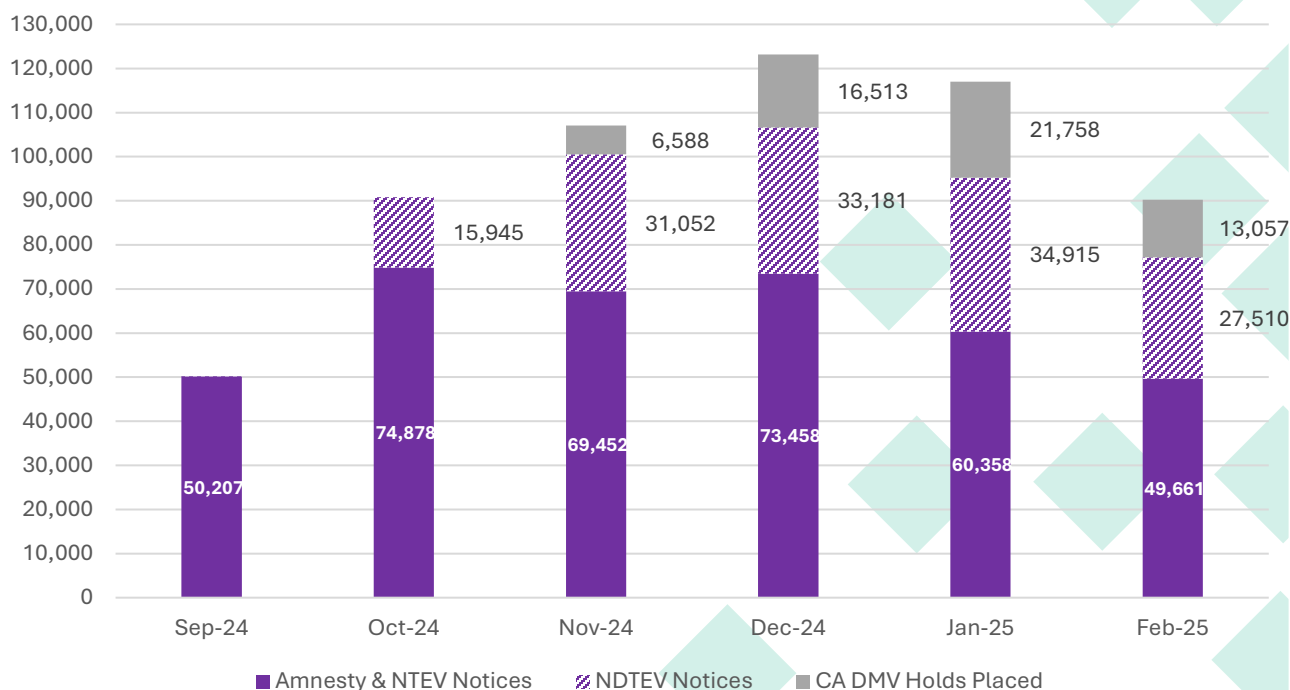
Amnesty Notices are mailed to a customer who has not previously violated on the EL. A Notice of Toll Evasion (NTEV) is mailed to customers with a new violation who have previously had a violation on the EL. A Notice of Delinquent Toll Violation (NDTEV) is sent to customers who have not paid or only partially paid an Amnesty Notice or an NTEV. A CA DMV Registration Hold is placed for customers who have not paid the NDTEV.

The number of February notices decreased by approximately 18,100 notices from January. The largest portion of the decline, an approximate 10,700 decrease of Amnesty/NTEV notices, is consistent with a trend of fewer Image-Based

Trips. In each of the past four months, Image-Based Trips declined from a peak of approximately 160,000 in October to 106,000 in February. Over the same period, there have been almost 20,000 new accounts opened and over 70,000 new transponders issued to customers in San Bernardino County which may indicate customers that had previously been Image-Based Customers have now converted to FasTrak Customers. The decline of approximately 7,400 NDTEV Notices issued in February was expected as Amnesty and NTEV Notices issued in January were lower than previous months.

SBCTA began placing delinquent customers on registration hold with the CA DMV in November 2024. The number of holds has declined from the peak in January.

Figure 27 - Total Number of Violation Notices Mailed and CA DMV Holds Placed



4.4 IMAGE BASED TRIP PAYMENTS

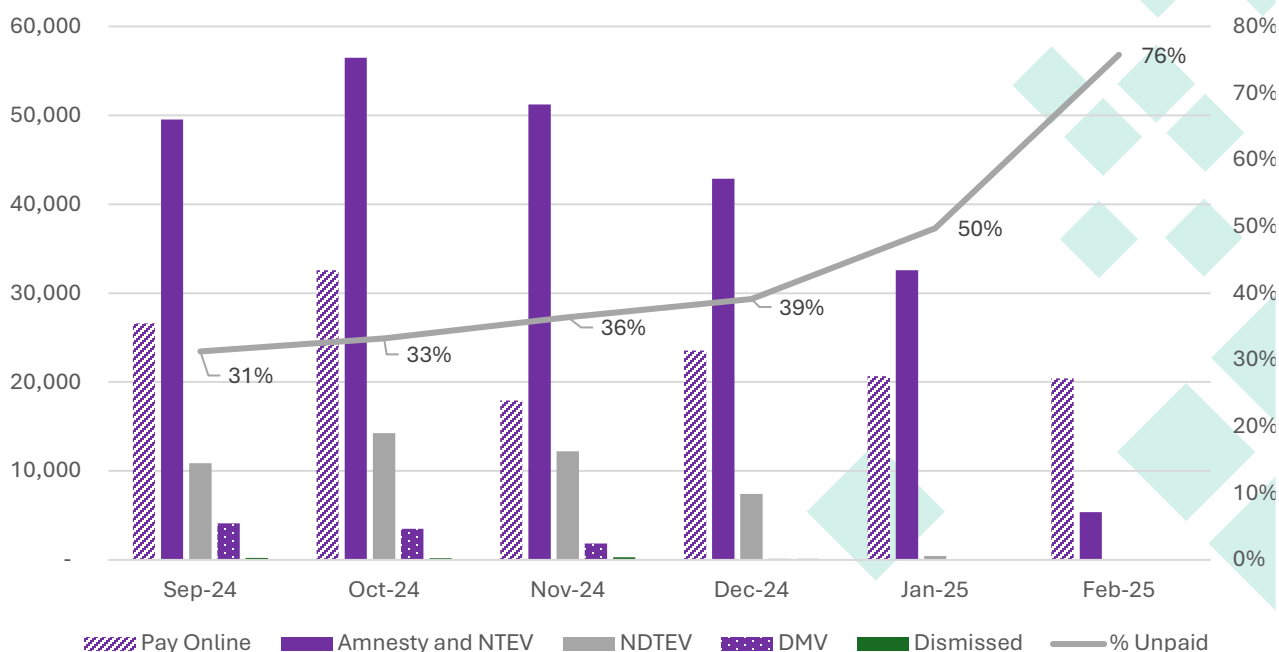
Figure 28 provides information detailing at what stage in the escalation cycle customers without FasTrak accounts are paying for their trips.

Payments received through the end of February are displayed in the month of the trip, regardless of when the payment is made. Trips dismissed are also displayed in the month the trip occurred. This chart also provides the total number of trips that are not yet paid as of the end of February, represented in the percentage line. SBCTA can evaluate these results to understand the payment cycle for non-FasTrak

customers and consider policy/rule changes to improve overall collection rates and time to pay.

With six months of results, the chart begins to establish a baseline. Results can be more effectively analyzed as more months are added. As can be seen in the chart, uncollected percentage increases from 31% in September, to 76% in February. These results are expected as the older transactions have advanced further in the escalation cycle and with each passing month, the unpaid percentage of Image-Based Trips for the older months continues to decline.

Figure 28 – Image Based Trips Payments by Escalation Level



Pay Online - Within the first 5 days of the trip, customers are offered the opportunity to Pay online followed by a 5 days grace period prior to any notices being issued. If the trip goes unpaid, the customer will be issued a violation notice.

Amnesty and NTEV - Depending on the customer's history, this notice may be an Amnesty Notice allowing the customer to pay only the toll or an

NTEV that includes a \$25 penalty. This notice is due within 30 days.

NDTEV - If the Amnesty or NTEV goes unpaid an NDTEV is issued with an additional \$25 penalty. This notice is also due within 30 days.

DMV - Unpaid NDTEVs will escalate to the DMV and incur a \$2.00 fee per trip that is paid to the DMV for the Registration Hold.

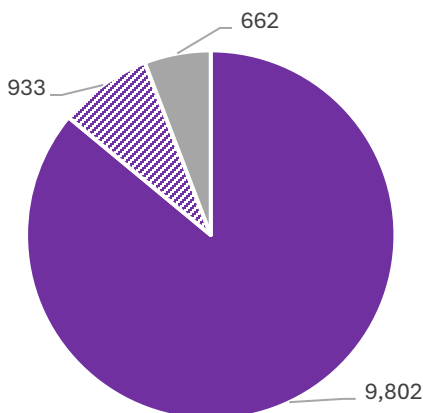
4.5 PAYMENTS VIA PAY NEAR ME

Pay Near Me provides customers with an easy way to pay their violation notice using a QR code or bar code printed on the violations notice and has proved to be popular and effective. When the QR code is scanned with a smartphone, the mobile app provides customers with the amount they owe and provides convenient ways to pay. At a local store, the clerk will scan the bar code, allowing customers to pay with cash or other payment method.

Figure 29 provides the consolidated number of payments in February to the major categories by customer usage including credit and debit cards (which includes Apple Pay and Google Pay), other payment apps (including Venmo and PayPal), and with cash at local stores (such as 7-11 and CVS amongst others).

Figure 29 – Pay Near Me Payments by Payment Type (Count)

Pay Near Me
Payments by Payment Type
for the Month of February



■ Credit and Debit Cards ■ Other Payment Apps ■ Stores / Cash

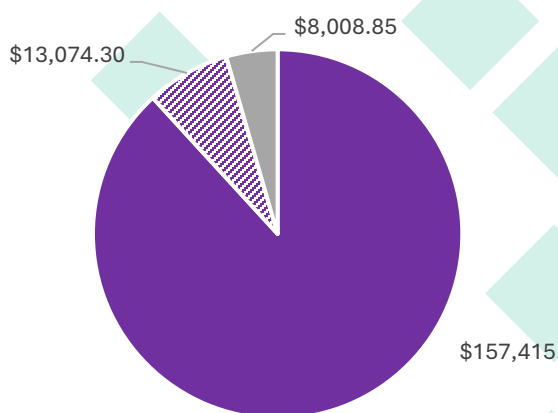
Figure 30 provides the toll and fee amounts collected in February in the same categories, excluding the convenience fee, on behalf of SBCTA.

Credit and debit cards are demonstrating to be very popular, as customers are not showing an aversion to either the \$2.99 convenience fee collected by Pay Near Me for card transactions or the \$1.99 for cash transactions.

In February, there were approximately 11,400 payments totaling about \$178,500 via Pay Near Me which is consistent with approximately 12,800 payments totaling almost \$180,800 in January. The previous three-month average is approximately 9,500 payments per month for about \$99,100 each month.

Figure 30 – Pay Near Me Payments by Payment Type (Amount in \$USD)

Pay Near Me
Payments by Payment Type
for the Month of February



■ Credit and Debit Cards ■ Other Payment Apps ■ Stores / Cash

4.6 EQUITY

SBCTA provides equity programs for low-income households and disabled veterans residing in San Bernardino County.

Figure 31 demonstrates the number of customers that received the \$20 low-income benefit since launch of the equity programs. There have been 34 low-income accounts opened since the opening of the EL. In February there were 4 new customers approved for the program consistent with previous months.

Figure 32 depicts the number of toll-free trips taken under the Disabled Veteran Discount Program. February trips increased about 9% from January and are consistent with the trendline.

Figure 31 – Low Income Promotions

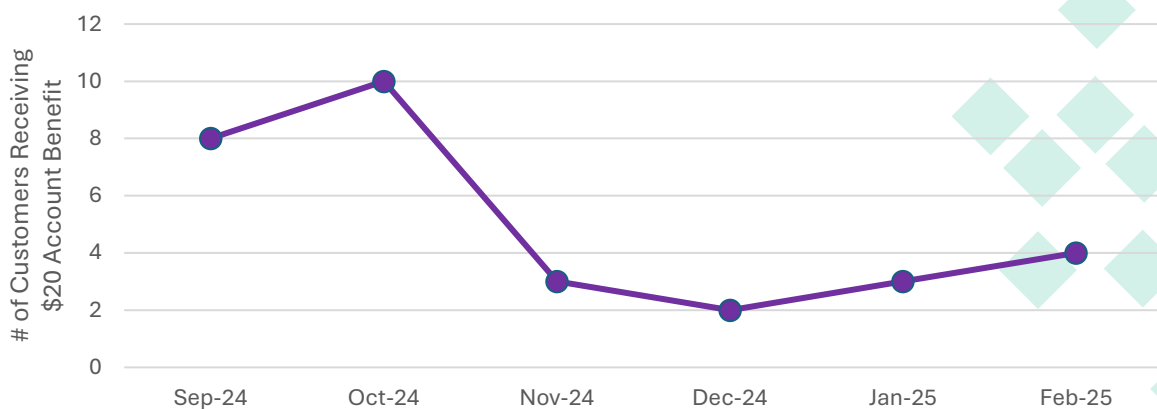
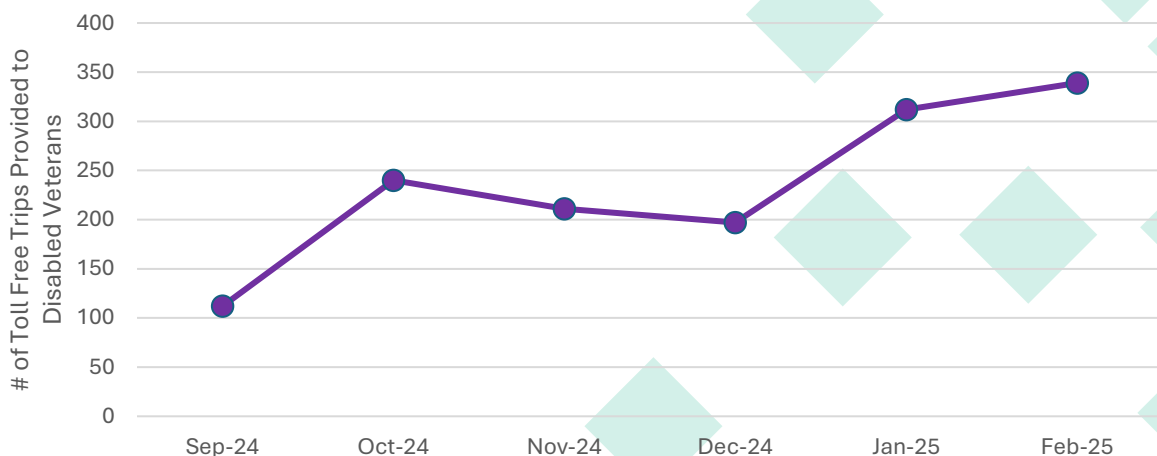


Figure 32 – Disabled Veteran Trips



5.1 REVENUE

Gross Potential Revenue (GPR) is the revenue that is expected to be collected after considering toll adjustments that are made by the CSC. GPR is calculated as Expected Revenue adjusted for Vtolls (trips initially billed as Non-FasTrak but then later charged to a FasTrak account) and other adjustments at the CSC. GPR is generally less than Expected Revenue because Vtolls are predominantly movement from Non-FasTrak to FasTrak, which results in a reduction in toll amount. Toll adjustments, when made, are always downward resulting in reduction in the toll amount. Most Vtolls and adjustments will be made within the first 90 days of a trip, therefore

the figures below are updated each month for the current month and two months retroactively.

Figure 33 reflects that GPR (total FasTrak and Non-FasTrak) of \$1.382 million (FasTrak: \$1.039 million + Non-FasTrak: \$343K) for the month of February 2025 is 3% (\$41K) higher than January 2025 GPR of \$1.341 million. GPR represents the amount of revenue that would be collected by SBCTA if all customers paid the posted toll amount.

Figure 33 – Gross Potential Revenue over months by FasTrak and Non-FasTrak

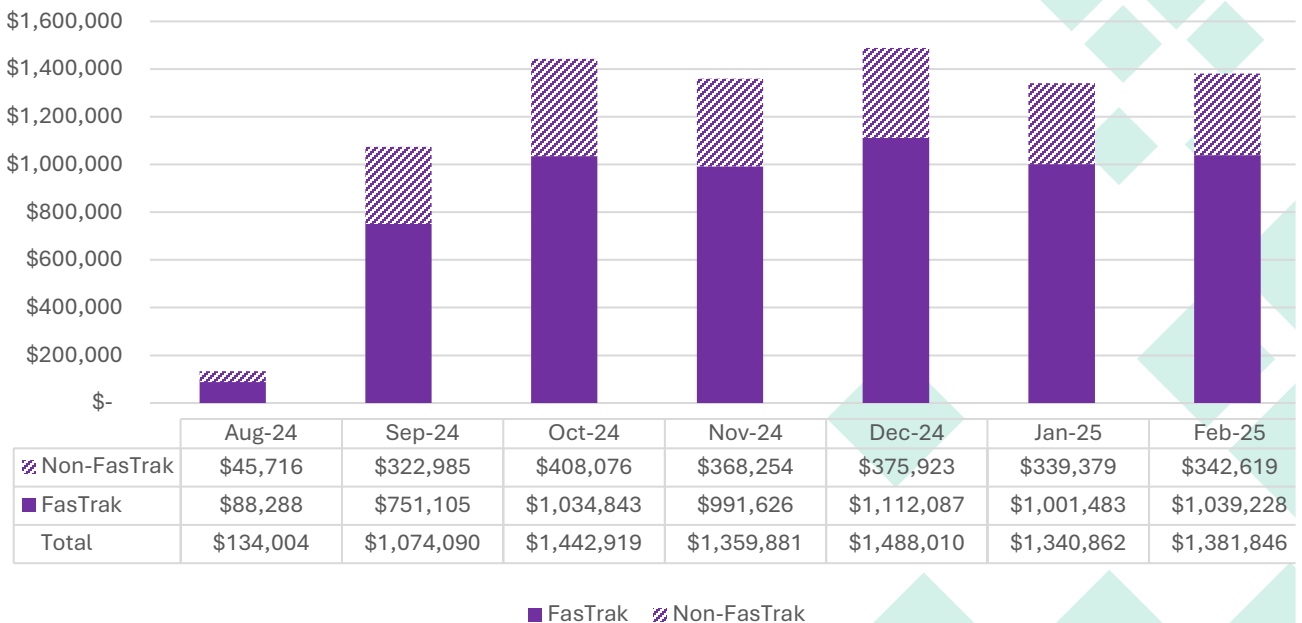


Figure 34 reflects actual toll, fee and penalty revenue, which is comprised of payments received from customers and posted to accounts. Since Inception, the actual revenue collected was 106% of Gross Potential Revenue which was due to collection of violation penalties and fees. While

this is a positive revenue trend, the cost to collect violation tolls and penalties is exponentially higher than FasTrak trips, therefore continued efforts should be made to help customers realize the value of becoming FasTrak customers.

Figure 34 – Actual (Paid) Revenue over months by FasTrak and Non-FasTrak

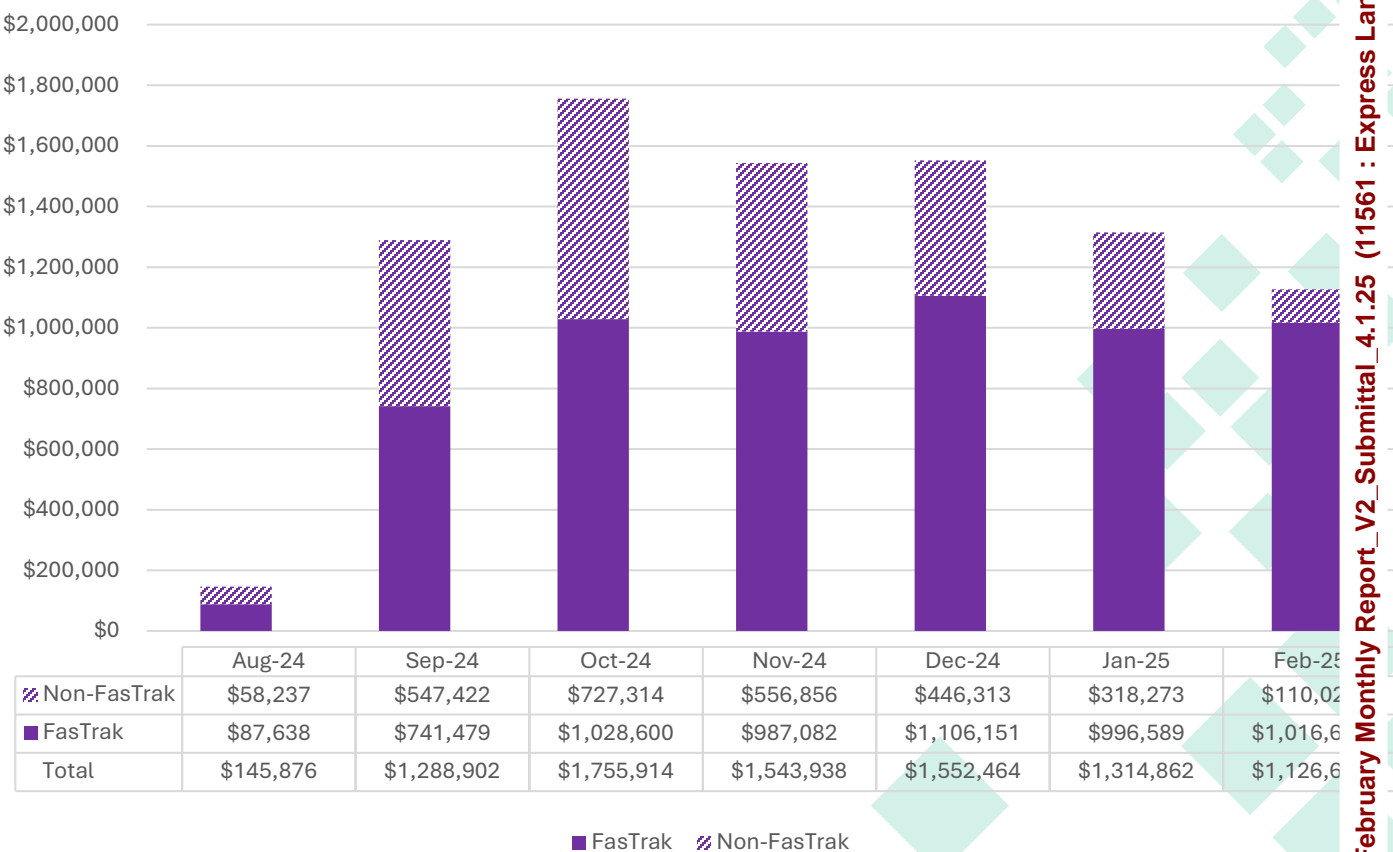


Figure 35 represents actual FasTrak revenue which is the amount posted to FasTrak accounts. FasTrak accounts in California are primarily prepaid or held by customers with a positive history of post-payments. For this reason, the vast majority of FasTrak revenue

is deemed collectable. For the month of February 2025, \$1.017 million of FasTrak tolls has been paid representing 98% of FasTrak GPR (\$1.039 million). In prior months, over 99% of FasTrak tolls have been paid.

Figure 35 - FasTrak Revenue

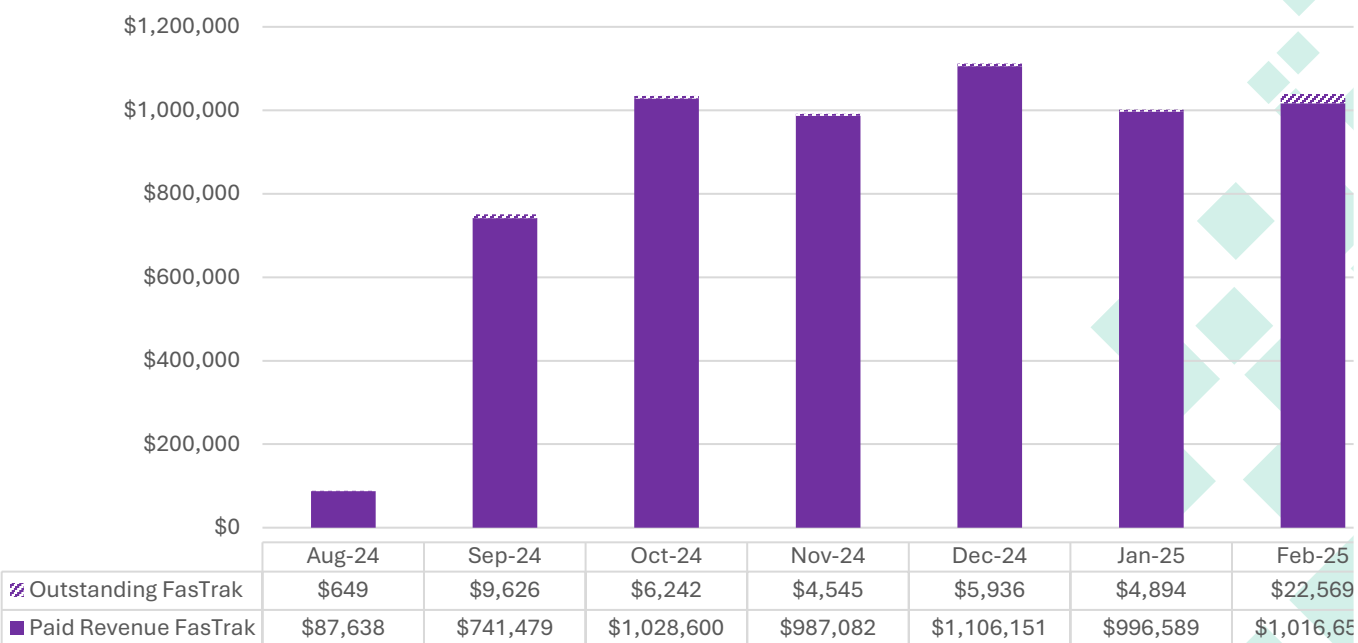


Figure 36 presents the Non-FasTrak revenue which represents the value of tolls that have been sent to the CSC for billing that are not associated with a valid FasTrak account. Payment of these tolls is less assured because these trips are not associated with an account. Customers have 5 days to pay for these trips followed by a 5 days grace period before being escalated through a violation process, where penalties up to \$50 per trip can be incurred. Although not all tolls will be collected, because of the associated penalties revenue from IBT trips, many agencies end up collecting violation revenues (inclusive of penalties) close to the amount of the toll

incurred. The time it takes to collect these toll much longer than FasTrak trips.

Most of this revenue will be collected in the first 60-90 days but some tolls may take as long as three years to collect. For the month of February 2025, \$110K of Non-FasTrak tolls have been paid, representing 67% of Non-FasTrak GPR (\$343K) or 8% of total GPR (FasTrak and Non-FasTrak).

Figure 36 - Non-FasTrak Revenue

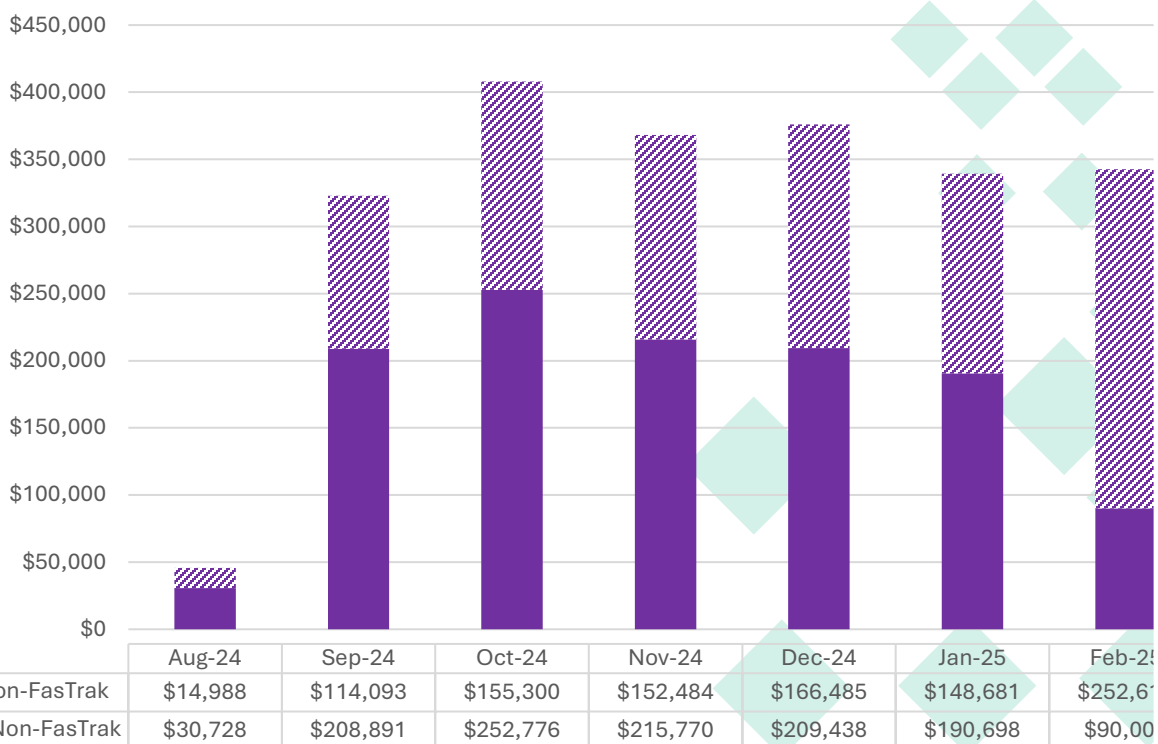
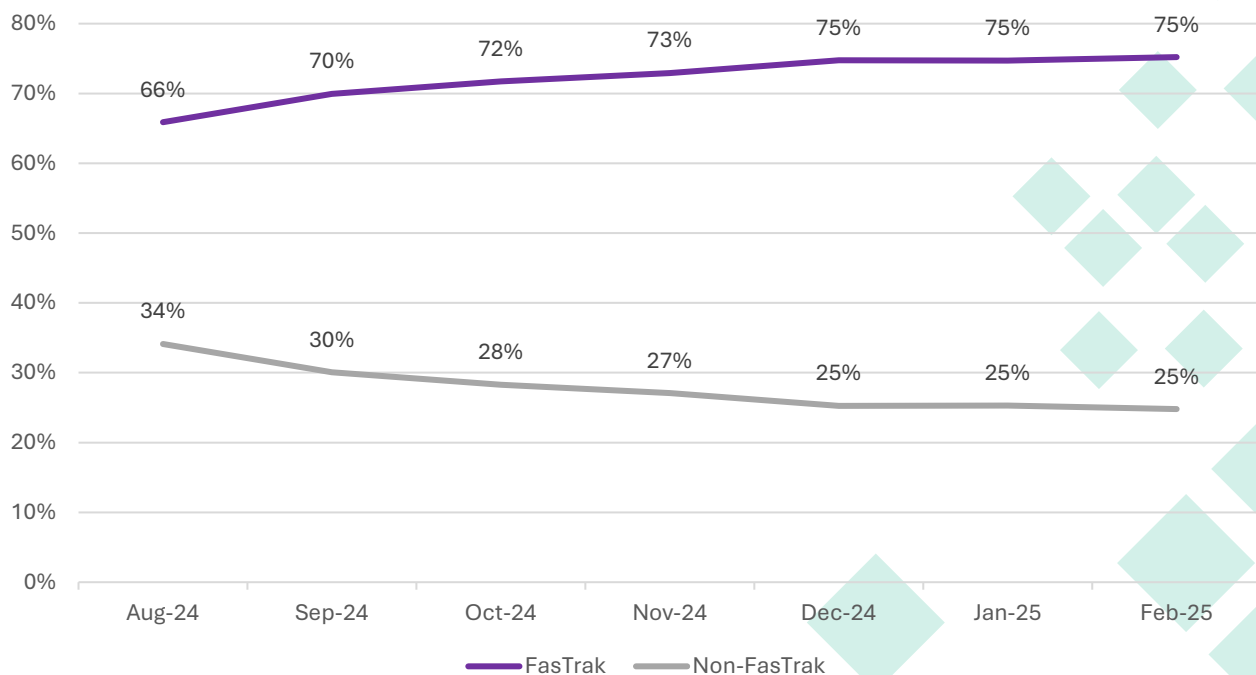


Figure 37 presents GPR split between FasTrak and Non-FasTrak. As a percentage of GPR, FasTrak trips represent 70-75% of GPR on a monthly basis.

FasTrak trips as a percentage of Gross Potential Revenue is trending positively over time as more customers become familiar with the facility and realize the benefits of being a FasTrak customer.

SBCTA is exploring strategies to shift more customers to FasTrak through marketing, campaigns, education and messaging using TRDMS signs. Shifting customers to FasTrak enhances collectability, reduces cost of collection and increases speed of collection which are significantly better for FasTrak trips vs. Non-FasTrak trips.

Figure 37- GPR Split between FasTrak and Non-FasTrak



5.2 ACCOUNTS RECEIVABLE

Accounts receivable is comprised of unpaid tolls. **Figure 38** presents the trip counts and toll amounts receivable.

As of the end of February 2025, accounts receivable includes \$983,992 in uncollected tolls. Collectability of toll revenue from trips not invoiced within two months of the trip date is expected to be low.

Last month, the team observed a higher than expected incidence of aging "Not Noticed" trips. A back-office system issue was identified as at least part of the root cause. TCA is fixing the back office issue in early March; the fix is expected to enable the system to send notices timely in the future. The team will evaluate whether there are additional factors contributing to the high volume of "Not Noticed" trips.

Figure 38 - Accounts Receivable Amounts

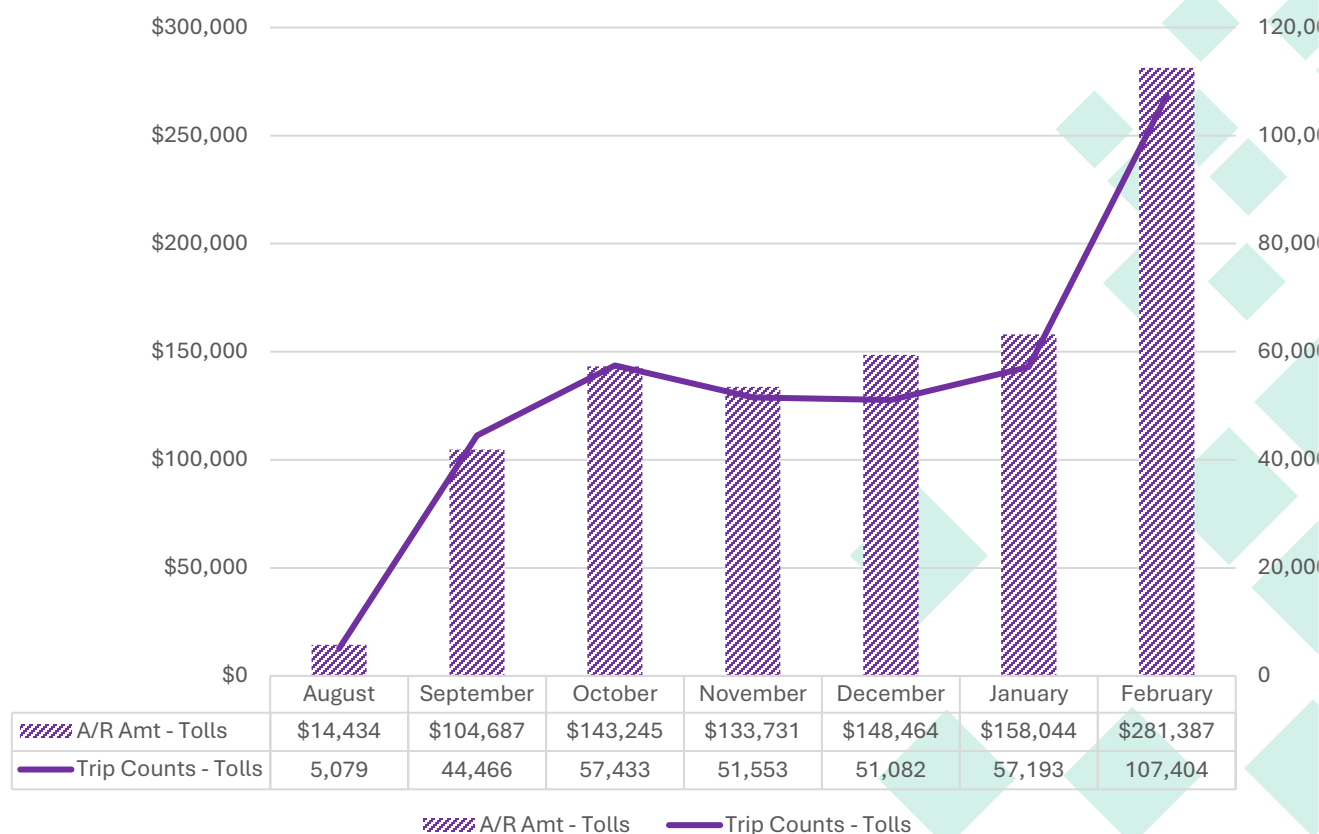
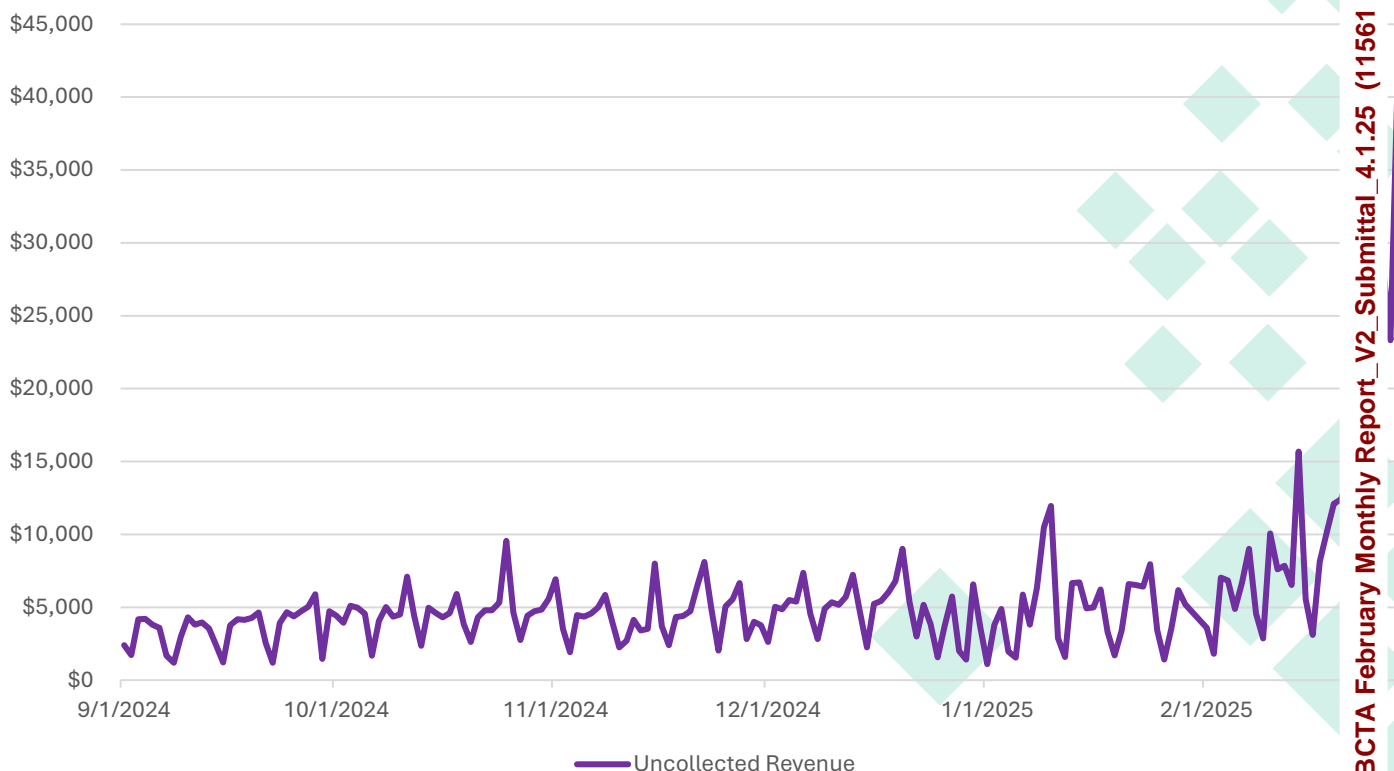


Figure 39 reflects uncollected revenue (accounts receivable) by trip day as of the end of February 2025. As expected, accounts receivable is higher for more recent transactions versus older ones because of customers paying over time. When trips enter the billing and escalation process, it takes a minimum of two days from the trip date for trips to be paid. TCA FasTrak trips are paid

very quickly, with CTOC Agency FasTrak trips also paid within days or weeks. Non-FasTrak trips paid online are also paid within the first week, while violation trips take longer to pay. SBCTA can always expect to see this graph trend up sharply in recent days, as the majority of trips in the last handful of days in any reporting month have not yet entered the billing and escalation process.

Figure 39 - Accounts Receivable from inception through February 2025

Uncollected Revenue - Accounts Receivable



5.3 FINANCIAL OPERATIONS

Reconciliations are performed daily, with discrepancies investigated and reported immediately. The reconciliations are broken down into two categories:

1. Transaction Day Reconciliations:

For the months of December 2024 through February 2025, all Transaction Day reconciliations have been performed with only small variances noted. TransCore deployed a software fix in December which was expected to address these discrepancies, however they remain. TransCore is investigating.

2. Posting Day (Financial) Reconciliations:

For the months of December 2024 through February 2025, all Posting Day (Financial) Reconciliation have been performed, and, like the Transaction Day reconciliation, there are some small variances that are being investigated by TransCore – these variances do not have a material impact on reported revenue.

Table 3 illustrates payments (including toll, penalty and fee revenue) received from TCA that are also reconciled when paid on a weekly basis. All payments received to date have been reconciled to the TransCore system with no variances to note.

Table 3 - Payments Received from TCA

Months	TCA Paid
August 2024	\$57,035
September 2024	\$809,709
October 2024	\$1,410,799
November 2024	\$1,345,716
December 2024	\$1,724,884
January 2025	\$ 1,658,858
February 2025	\$ 1,690,061

RESPONSES TO PRIOR BOARD QUESTIONS

Question #1 – Is a utilization rate below our target indicative of the tolls being too high?

In the context of the interstate (I-10) Express Lanes Operations Monthly Report, the “utilization rate” represents the percentage of the facility’s capacity used during the peak hour. This capacity is assumed to be 1600 vehicles per hour per lane (vphpl). Therefore, the “utilization rate” expressed in the Monthly Report represents the average flow rate during the peak period divided by the capacity of 1600 vphpl.

The utilization rate does not have an expressed target. Here are some thoughts regarding the utilization rate and the factors that influence it:

- The utilization rate is impacted by five basic factors:

Toll rate. The toll rate certainly has an impact on utilization. All else being equal, lower tolls should yield higher utilization. But tolls are not the only factor.

Overall demand. To get high utilization in the Express Lanes, the overall demand for the corridor needs to be high. All else being equal, lower overall demand in the corridor will lead to lower usage of the Express Lanes.

Relative value. Usage of the Express Lanes is related to the level of benefit received by using the Express Lanes. Even if toll rates are low and overall demand is high, drivers will not use the Express Lanes if they bring little value (in terms of reliability and travel time savings) compared to the GP lanes.

Familiarity. For people to use the Express Lanes, they need to be confident that they understand how to use them. It takes time for the entire driving population to acquire confidence in their ability to use the Express Lanes to support their trips as needed.

Eligibility. All else being equal, the greater the share of the driving population that is eligible.

to use the Express Lanes, the greater the utilization will be. This particular factor is not a big impediment on the I-10 Express Lanes, since the facility is open to essentially any driver that either has a FasTrak account or who has the ability to pay on-line with a debit or credit card.

- As noted above, the “utilization rate” is calculated based on an assumed capacity of 1600 vphpl. However, we have not yet observed the true capacity of the I-10 Express Lanes. We do not know whether the Express Lanes are truly capable of carrying 1600 vphpl while consistently supporting speeds of 50+ mph. The actual (as opposed to assumed) capacity will need to be assessed before we arrive at a true “utilization rate.”

- Bottom Line: Tolls are a factor, but they are far from the only factor. We need more experience to understand the relative importance of each of the five factors identified above.

Question #2 – What is the optimum utilization rate?

This is a very difficult question to answer for the following reasons:

- First, the “optimum” rate ultimately depends on SBCTA’s goals for the Express Lanes. We’ll assume that “optimum” means a high level of usage that still sustains near-free flow conditions (consistently at 50+ mph).
- Second, “optimum utilization” is a function of overall utilization. In other words, optimum utilization will vary with time of day. A level of usage deemed “optimal” during the peak hour couldn’t possibly be matched during off-peak hours because the overall demand would not be high enough to sustain it.
- Third, the ability to attract utilization is constrained to some extent. The fare, even during off-peak periods, must remain high enough that the toll covers the cost of collection.

The “optimum utilization” will ultimately be defined as a percentage of capacity during peak periods. For example, further analysis may suggest that “optimum utilization” is 80%-90% of capacity (as defined above) from 3 pm-6 pm Eastbound (EB) and 6 am-9 am Westbound (WB). However, further analysis will also be necessary to discern whether the current assumption of capacity (1600 vphpl) is valid or should be adjusted.

There are essentially two tools at SBCTA’s disposal to increase utilization.

- **Reduce toll rates.** The Dynamic Pricing Algorithm (DPA) has numerous configurable parameters that can reduce toll rates. Any changes to these parameters would need to be tested to evaluate their impact on (a) traffic operations, (b) both peak- and off-peak toll rates, and (c) gross revenue.

- **Education.** If SBCTA determines that a significant share of the driving population is unsure how to use the Express Lanes, it could undertake an effort to better educate the driving public.

Most agencies that experience routine congestion would target peak usage in the Express Lanes to be in the range of 1400-1600 vehicles per hour per lane. I would loosely define “routine congestion” as a situation in which, for an hour or more each weekday, speeds in the General Purpose (GP) lanes average <45 miles per hour. At present, the I-10 Express Lanes are not seeing this level of usage during peak periods. The I-10 peak utilization tends to be in the 1000-1100 vph range during periods in which the GP lanes are operating at ± 45 mph. It will be important to understand the reasons for this apparent underutilization during peak travel periods. It is still too early to discern whether (a) the issue is related to the capacity of the express lanes, or (b) it relates to a general lack of familiarity with using the Express Lanes, or (c) it is because the tolls tend to be too high.

Question #3 – Do we have the data to determine the percentage of total vehicles on the particular segment of I-10 and are using the Express Lanes? We should know the total capacity of a segment of the I-10 and then determine what portion the Express Lanes is picking up. Do we have that high-level data point?

This information is indeed available. [Table 4](#) below summarizes the percentage of total traffic served by the Express Lanes in the EB direction. The data is broken out by hour and by toll zone. Each toll zone has 2-3 data points that are recorded in the table. This data was drawn from, Thursday, January 30, 2025. The shaded rows represent the “peak periods” of 6 am-9 am and 3 pm-6 pm.

The following observations emerge from a review of [Table 4](#):

- The percentage of traffic served by the Express Lanes is higher during peak periods as compared to off-peak and overnight periods.
- The percentage of EB traffic served by the Express Lanes peaks in the 15%-17% range in the AM peak and in the 20%-25% range in the PM peak.

[Table 5](#) shows the same data reported for the WB direction:

- Compared to EB, the WB direction serves a higher share of corridor traffic in the AM Peak (20%-22%, compared to 15%-17% in the EB direction).
- Compared to EB, the WB direction serves a lower share of corridor traffic in the PM peak (10%-15%, compared to 20%-25% in the EB direction).
- Overall, the EB Express Lanes serve a slightly higher average share of total corridor traffic (11.9% vs. 10.6%).

Table 4 - Percentage of Total EL Traffic in the EB Direction

	Mountain East		Euclid East			Vineyard East		Haven East	
	VDS-03	VDS-05	VDS-06	VDS-08	VDS-10	VDS-11	VDS-16	VDS-18	VDS-20
0:00	2.9%	3.9%	2.6%	3.2%	3.0%	3.2%	3.6%	3.3%	3.1%
1:00	1.7%	2.4%	1.5%	1.5%	1.3%	1.3%	1.3%	1.3%	1.2%
2:00	1.4%	1.7%	1.1%	1.2%	1.1%	1.1%	1.1%	1.2%	1.0%
3:00	2.9%	3.4%	2.4%	2.6%	1.8%	1.9%	1.8%	1.8%	1.6%
4:00	3.8%	3.9%	3.5%	3.6%	3.0%	3.2%	3.2%	2.2%	2.4%
5:00	5.5%	6.2%	4.9%	5.1%	4.9%	5.2%	4.8%	3.1%	2.9%
6:00	8.3%	10.6%	8.6%	9.1%	8.6%	8.4%	8.0%	6.1%	5.3%
7:00	13.8%	15.4%	15.6%	15.1%	15.7%	15.0%	15.8%	12.8%	12.3%
8:00	12.5%	14.7%	14.0%	15.6%	15.6%	14.5%	16.6%	11.2%	9.5%
9:00	8.2%	10.9%	7.7%	9.0%	7.5%	7.2%	7.8%	6.2%	5.2%
10:00	7.1%	8.9%	6.9%	7.4%	6.6%	6.8%	7.4%	6.9%	4.7%
11:00	8.0%	10.0%	7.7%	8.8%	7.6%	7.6%	8.1%	7.8%	5.0%
12:00	9.7%	11.3%	9.1%	10.3%	9.2%	9.4%	10.0%	9.5%	6.8%
13:00	12.5%	14.3%	12.0%	13.0%	12.4%	11.1%	13.8%	11.9%	8.7%
14:00	15.8%	17.8%	16.5%	17.3%	17.8%	16.2%	21.3%	17.7%	12.4%
15:00	17.0%	19.1%	19.2%	19.0%	20.3%	18.5%	26.6%	20.3%	14.9%
16:00	18.0%	20.3%	20.3%	20.6%	21.5%	19.4%	26.4%	22.3%	14.8%
17:00	17.6%	19.9%	18.9%	19.6%	20.9%	18.5%	25.2%	21.0%	15.4%
18:00	16.6%	19.0%	16.9%	17.9%	19.2%	17.0%	20.6%	16.7%	13.3%
19:00	13.5%	14.7%	13.5%	14.3%	13.9%	12.9%	13.5%	10.2%	8.6%
20:00	12.1%	14.7%	11.7%	12.4%	12.1%	10.9%	12.1%	10.0%	7.9%
21:00	7.6%	9.0%	6.9%	7.9%	6.7%	6.6%	7.3%	6.0%	4.7%
22:00	6.8%	8.2%	6.3%	6.5%	6.0%	5.8%	6.1%	4.7%	3.5%
23:00	4.8%	5.5%	3.7%	4.3%	3.8%	4.2%	4.4%	3.2%	3.1%

Table 5 - Percentage of Total EL Traffic in the WB Direction

	I-15 West		Vineyard West		Euclid West		Mountain West	
	VDS-22	VDS-32	VDS-13	VDS-12	VDS-9	VDS-7	VDS-4	VDS-2
0:00	1.3%	1.5%	2.8%	1.3%	1.9%	1.0%	1.0%	0.9%
1:00	1.3%	1.3%	2.4%	1.8%	2.4%	1.9%	1.9%	1.0%
2:00	2.0%	2.3%	3.6%	2.4%	3.4%	2.5%	2.3%	1.7%
3:00	5.0%	4.4%	5.3%	5.0%	5.4%	4.3%	4.4%	2.8%
4:00	11.3%	8.6%	12.5%	13.2%	13.7%	13.1%	12.9%	9.4%
5:00	17.9%	12.5%	19.5%	19.4%	20.7%	20.7%	21.2%	17.6%
6:00	15.8%	11.6%	19.4%	19.6%	20.7%	20.4%	20.9%	17.8%
7:00	16.0%	11.5%	18.7%	19.2%	18.8%	19.8%	21.2%	15.9%
8:00	13.9%	10.6%	17.3%	17.3%	15.6%	16.4%	16.8%	11.0%
9:00	11.0%	6.8%	13.2%	13.0%	13.2%	13.0%	13.2%	7.4%
10:00	9.4%	6.7%	10.1%	9.3%	9.8%	9.8%	9.3%	5.7%
11:00	8.0%	5.4%	7.9%	7.6%	8.1%	8.2%	8.3%	5.3%
12:00	7.8%	5.5%	8.4%	8.2%	9.1%	8.7%	8.9%	5.5%
13:00	7.9%	5.9%	8.5%	8.1%	8.0%	8.5%	8.6%	5.4%
14:00	9.4%	6.7%	10.2%	10.2%	9.5%	9.8%	9.1%	6.0%
15:00	11.1%	8.1%	11.7%	11.6%	11.1%	11.6%	10.8%	6.5%
16:00	12.8%	9.9%	12.8%	12.8%	11.7%	12.5%	11.9%	7.4%
17:00	12.7%	10.1%	13.2%	13.8%	13.2%	13.7%	12.5%	8.3%
18:00	10.5%	7.7%	10.3%	10.2%	10.4%	10.9%	10.4%	6.6%
19:00	5.1%	4.1%	5.6%	5.0%	5.7%	5.6%	5.4%	3.3%
20:00	4.5%	3.9%	4.8%	4.2%	5.1%	5.0%	5.1%	3.3%
21:00	4.3%	4.6%	4.9%	4.0%	4.7%	4.5%	5.0%	2.9%
22:00	3.0%	2.9%	3.7%	2.8%	3.8%	3.6%	3.7%	2.7%
23:00	2.5%	3.1%	3.1%	2.4%	3.1%	3.1%	3.0%	2.0%

It's important to remember that these numbers represent results from one particular day. However, these results appear to be representative of typical conditions.

In general, the Express Lanes comprise 28% - 33% of the total lanes. However, their share of traffic is obviously much lower. This is to be expected, given that vehicles must pay in order

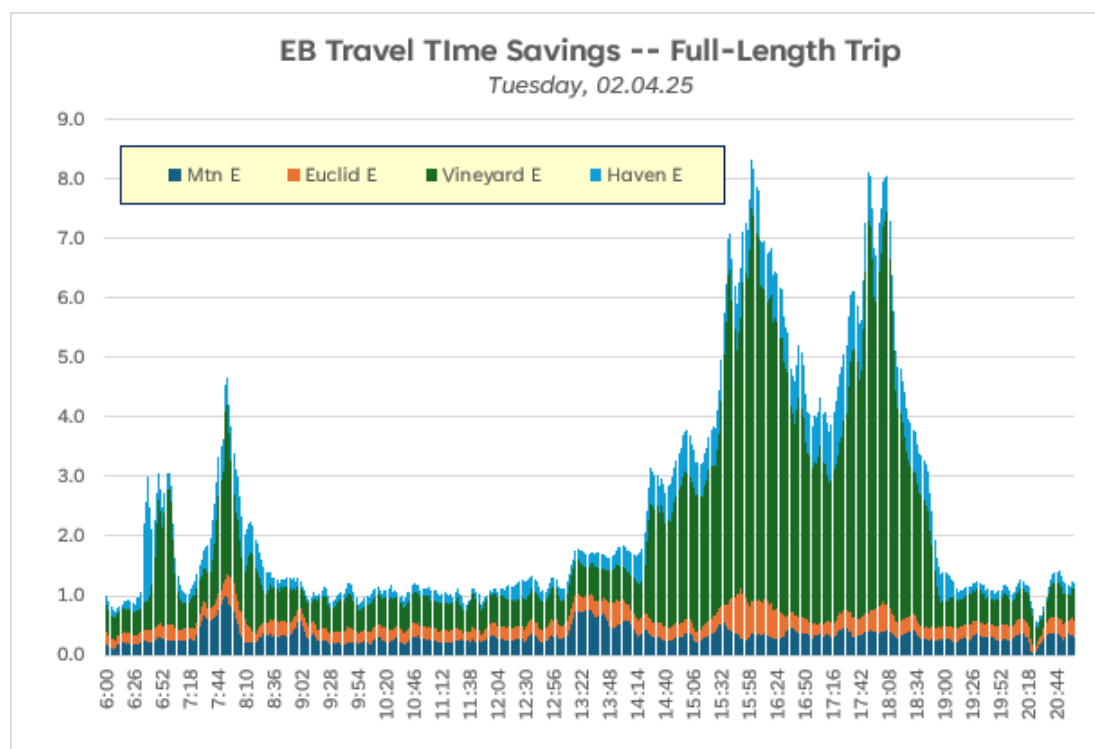
to use them. During peak periods, given experience on other facilities, we would expect the Express Lanes to serve 20%-25% of total corridor traffic. In some instances, the I-10 Express Lanes reach this level of usage, but not always. It will be important to monitor this level of usage over time to see whether it indeed rises. And if minor pricing changes can be made to assist, it would be reasonable to pursue them.

Question #4 – How is it benefiting congestion and what parameters can we add to the report to track this, and can we add information on time savings?

The Express Lanes are definitely producing travel time savings. The dynamic pricing algorithm functions on this basis. As we see a rise in the value of travel time savings provided by the Express Lanes, we also see a rise in the toll rate. Periods of rising toll rates are, by definition, periods in which the travel time savings provided by the Express Lanes is growing.

Data generated by the toll system provides insight regarding the amount of travel time savings provided by each toll zone, broken out on an interval-by-interval basis. The chart below summarizes travel time savings associated with the Express Lanes for Tuesday, February 04, 2025. The travel time savings applies to a full-length trip through the corridor. As the graphic illustrates travel time savings in the afternoon (3 pm-7 pm) consistently ranged from 4-8 minutes. Most of the time savings was attributed to the Vineyard East toll zone.

Figure 40 - Travel Time Savings for EL in EB direction



The next graphic, **Figure 41** provides travel time savings in the WB direction. Once again, we see that the travel time savings are in the 4-8 minute range during the peak period, which happens to be the AM peak in the WB direction. It is also possible to aggregate the travel time savings over all

vehicles using the Express Lanes, in order to estimate the total number of vehicle-hours saved by Express Lanes customers. The table below summarizes vehicle-hours saved during the week of the 17th through the 21st of February 2025.

Figure 41 - Travel Time Savings for EL in WB direction

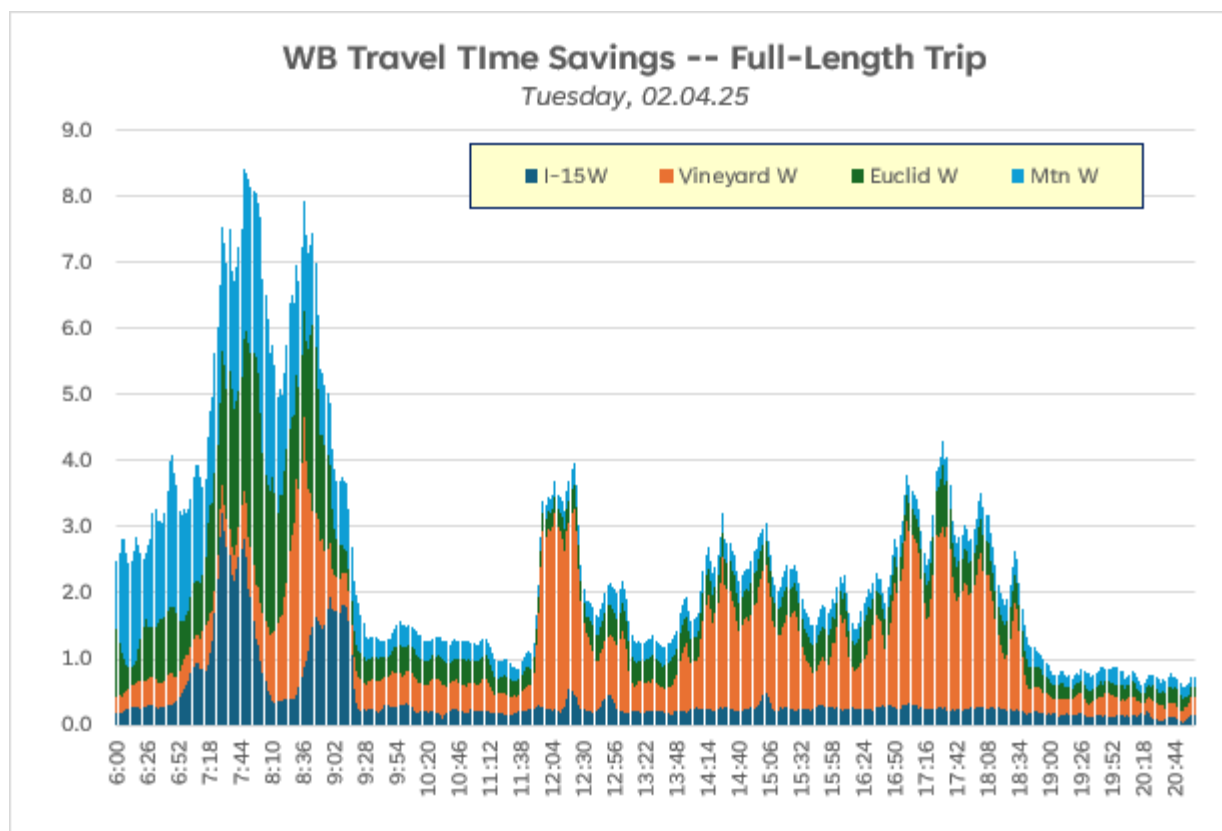


Table 6 - Travel Time Savings (in vehicle-hours) for EL in WB direction

Travel Time Savings (in vehicle-hours)														
Time	Mon, 2/17/25			Tue, 2/18/25			Wed, 2/19/25			Thu, 2/20/25			Fri, 2/21/25	
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB
AM Peak (6-9am)	22	32	54	99	307	406	123	237	359	128	402	529	91	89
Midday (9am-3pm)	102	251	353	251	163	415	266	144	410	182	363	545	438	213
PM Peak (3pm-6pm)	142	298	439	593	189	783	497	416	913	290	258	547	405	312
Overnight (6pm-6am)	43	106	148	125	145	270	134	95	229	146	120	266	210	139
Total	308	686	994	1068	805	1873	1020	892	1912	745	1142	1887	1144	753

Figure 41 provides travel time savings in the WB direction. Once again, we see that the travel time savings are in the 4-8 minute range during the peak period, which happens to be the AM peak in the WB direction. It is also possible to aggregate the travel time savings over all vehicles using the Express Lanes, in order to estimate the total number of vehicle-hours saved by Express Lanes customers. The table below summarizes vehicle-hours saved during the week of the 17th through the 21st of February 2025.

As the table indicates, customers in the Express Lanes during these five weekdays cumulatively saved **over 9000 vehicle-hours of travel time**. This large savings is expected to increase as we move into a busier travel season and as more drivers become accustomed to using the Express Lanes.

Another perspective is to consider the travel time savings in the Express Lanes as a *percentage* of overall travel time through the corridor. This view is reflected in the **Table 6** below.

As the **Table 7** indicates, the Express Lanes provide a nearly 30% travel time savings compared to the parallel GP lanes.

Table 7 - Travel Time Savings for EL as a percentage of overall corridor

Date	Travel Time Savings Calc			
	TT (GP)	TT (EL)	TTS	%TTS
Sun, 2/16/25	2.09	1.83	0.26	12.3%
Mon, 2/17/25	2.55	1.95	0.60	23.7%
Tue, 2/18/25	2.94	2.01	0.93	31.6%
Wed, 2/19/25	2.93	2.00	0.93	31.9%
Thu, 2/20/25	2.87	1.99	0.88	30.6%
Fri, 2/21/25	2.89	2.01	0.88	30.5%
Sat, 2/22/25	2.71	1.92	0.79	29.2%
Average Travel Time Savings:				28.3%

Minute Action

AGENDA ITEM: 4

Date: May 7, 2025

Subject:

Transit and Rail Programs Contract Change Orders to On-Going Contracts

Recommendation:

Receive and file Change Order Report.

Background:

The San Bernardino County Transportation Authority (SBCTA) Department of Transit and Rail Programs has two ongoing construction contracts, one procurement of major equipment contract, and one vehicle procurement contract, of which one had five Construction Change Orders (CCO) approved since the last reporting to the Transit Committee on March 13, 2025. The CCOs are listed below:

A. Contract No. 23-1002891 with Griffith Company for the West Valley Connector Project Mainline Construction:

- 1) CCO 05: Pomona Transit Center Temporary Walkway. (\$6,666.29)
- 2) CCO 18: Concrete Blanket on top of 60” Reinforced Concrete Pipe at Station. (\$3,346.02)
- 3) CCO 20: Pomona Transit Center Survey Alignment. (\$780)
- 4) CCO 21: Type 1 and Type 7 Traffic Arrows at San Antonio Avenue. (\$4,356.23)
- 5) CCO 24: Fence Relocation at 1389 E. Holt. (\$1,658.41)

B. Contract No. 23-1002922 with Metro Builders & Engineers Group, Ltd. for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project: AMF Retrofit Construction: There are no newly executed CCOs since the last report.

C. Contract No. 23-1002961 with Proterra Builders, Inc. for the AMF Hydrogen Fuel Upgrade Project: Procurement of Major Equipment: There are no newly executed CCOs since the last report.

D. Contract No. 20-1002310 with Stadler US, Inc. for Zero Emission Multiple Unit Rail Vehicle Procurement: There are no newly executed CCOs since the last report.

Financial Impact:

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

Reviewed By:

This item was received by the Transit Committee on April 10, 2025.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Transit and Rail Programs Contracts Executed Change Orders		
Number	Description	Amount
West Valley Connector Mainline Construction, Griffith Company (23-1002891)		
	Description	Amount
5	Pomona Transit Center Temporary Walkway	\$6,666.29
18	Concrete Blanket on Top of 60" RCP at Station	\$3,346.02
20	Pomona Transit Center Survey Alignment	\$780.00
21	Type 1 and Type 7 Traffic Arrows at San Antonino Avenue	\$4,356.23
24	Fence Relocation at 1389 E. Holt	\$1,658.41
	CCO Total	\$59,419.58
	Approved Contingency	\$11,995,991.00
	Remaining Contingency	\$11,936,571.42
ZEMU - Arrow Maintenance Facility (AMF) Construction Upgrade Project, Metro Builders & Engineers Group, Ltd. (23-1002922)		
	Description	Amount
	CCO Total	(\$13,521.45)
	Approved Contingency	\$962,657.10
	Remaining Contingency	\$976,178.55
ZEMU - Arrow Maintenance Facility (AMF) Procurement Upgrade Project, Proterra Builders, Inc. (23-1002961)		
	Description	Amount
	CCO Total	\$22,964.98
	Approved Contingency	\$56,280.21
	Remaining Contingency	\$33,315.23
ZEMU- Vehicle Procurement Stadler (20-1002310)		
	Description	Amount
	CCO Total	\$2,592,169.12
	Approved Contingency	\$3,487,482.12
	Remaining Contingency	\$895,313.00

Attachment: Contract Change Order 11195 March 2025 (11539 : Transit and Rail Programs Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 5

Date: May 7, 2025

Subject:

Project Delivery Contract Change Orders to On-Going Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has 14 on-going construction contracts, of which four have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on March 13, 2025. The CCOs are listed below:

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route (SR) 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: There are no newly executed CCOs since last report.

B. Contract No. 19-1002196 with Security Paving Company, Inc., for the SR 60 Central Avenue Interchange Project: There are no newly executed CCOs since last report.

C. Contract No. 19-1002026 with Diversified Landscape Company, for the Interstate 215 (I-215) Segments 1, 2 and 3 Establish Existing Planting Project:

1) CCO 2.3: De-obligation of unused funds. (-\$9,172.79)

2) CCO 3.1: Repair damage by traveling public. (\$2,524.92)

D. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the Interstate 10 (I-10) Corridor Contract 1 Design Build Contract: There are no newly executed CCOs since last report.

E. Contract No. 23-1002869 with SEMA Construction, Inc., for the I-10 Eastbound Truck Climbing Lane:

1) CCO 11.1: Remove existing drainage inlets, manholes, and pipes. (\$30,000)

F. Contract No. 16-1001461 with Pulice Construction, Inc., for the Monte Vista Avenue Grade Separation Project: There are no newly executed CCOs since last report.

G. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for the Mount Vernon Avenue Viaduct Project Design Build: There are no newly executed CCOs since last report.

H. Contract No. 20-1002290 with SEMA Construction, Inc., for the I-10 University Street Interchange Improvements Project: There are no newly executed CCOs since last report.

I. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for the I-10 Alabama Street Interchange Improvements Project: There are no newly executed CCOs since last report.

Entity: San Bernardino County Transportation Authority

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J. Contract No. 23-1002919 with Griffith Company, for the Construction of the Metrolink Active Transportation Program Phase II Project: There are no newly executed CCOs since last report.

K. Contract No. 22-1002784 with Security Paving Company, Inc., for the I-10 Cedar Avenue Improvement Project:

1) CCO 55: Cedar overcrossing abutment 3 west wingwall. (\$20,000)

2) CCO 63: Anchor blocks for midwest guardrail system and pavement isolation joints. (\$33,470)

L. Contract No. 24-1003027 with CT&T Concrete Paving, Inc., for the SR 210 Waterman Avenue Interchange Project: There are no newly executed CCOs since last report.

M. Contract No. 23-1002955 with SEMA Construction, Inc., for the I-215 University Parkway Interchange Project: There are no newly executed CCOs since last report.

N. Contract No. 22-1002780 with Skanska USA Civil West California District, Inc., for the North 1st Avenue Bridge Over BNSF Project:

1) CCO 6.1: Payment adjustment for oil price index fluctuations. (-\$81,237.77)

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0854 I-10 EB TCL, Sub-Task No. 0811 North 1st Avenue Bridge over BNSF, Sub-Task No. 0897 I-10 Cedar, and Sub-Task No. 0838 I-215 Landscaping.

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on April 10, 2025.

Responsible Staff:

Kristi Harris, Director of Project Delivery

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078)		
Number	Description	Amount
	CCO Total	\$24,789,630.30
	Approved Contingency	\$34,927,790.07
	Remaining Contingency	\$10,138,159.77
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
	CCO Total	\$1,716,074.61
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$1,195,964.39
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
2.3	De-obligation of unused funds.	\$ (9,172.79)
3.1	Repair damage by traveling public.	\$2,524.92
	CCO Total	\$144,643.40
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,306,656.60
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
	CCO Total	\$18,034,915.61
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$33,334,084.39
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
11.1	Remove existing drainage inlets, manholes, and pipes.	\$30,000.00
	CCO Total	\$1,032,722.17
	Approved Contingency	\$3,731,253.00
	Remaining Contingency	\$2,698,530.83

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	CCO Total	\$869,302.95
	Approved Contingency	\$2,498,958.60
	Remaining Contingency	\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
	CCO Total	\$16,786,292.33
	Approved Contingency	\$29,230,000.00
	Remaining Contingency	\$12,443,707.67
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total	\$1,211,725.45
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$288,864.55
I-10 Alabama Street Interchange Improvements (21-1002620)		
Number	Description	Amount
	CCO Total	\$727,529.33
	Approved Contingency	\$1,338,886.33
	Remaining Contingency	\$611,357.00
Metrolink Active Transportation Program Phase II Project (23-1002919)		
Number	Description	Amount
	CCO Total	\$92,436.90
	Approved Contingency	\$900,661.70
	Remaining Contingency	\$808,224.80

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
55	Cedar overcrossing abutment 3 west wingwall.	\$20,000.00
63	Anchor blocks for midwest guardrail system and pavement isolation joints.	\$33,470.00
CCO Total		(\$606,697.98)
Approved Contingency		\$8,098,400.00
Remaining Contingency		\$8,705,097.98
SR 210 Waterman Interchange Improvement Project (24-1003027)		
Number	Description	Amount
CCO Total		\$ 31,000.00
Approved Contingency		\$778,576.63
Remaining Contingency		\$747,576.63
I-215 University Parkway Interchange (23-1002955)		
Number	Description	Amount
CCO Total		\$113,000.00
Approved Contingency		\$1,129,988.00
Remaining Contingency		\$1,016,988.00
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
6.1	Payment adjustment for oil price index fluctuations.	(\$81,237.77)
CCO Total		\$1,546,647.90
Approved Contingency		\$3,561,922.00
Remaining Contingency		\$2,015,274.10

Minute Action

AGENDA ITEM: 6

Date: May 7, 2025

Subject:

Measure I Compliance Audits for Fiscal Year 2023/2024

Recommendation:

A. Review and make a finding that the Measure I expenditures for Fiscal Year 2023/2024 are consistent with the provisions of the Measure I Expenditure Plan and Ordinance No. 04-01.

B. Review and make a finding that the City of Adelanto Measure I expenditures for Fiscal Year 2021/2022 are consistent with the provisions of the Measure I Expenditure Plan and Ordinance No. 04-01.

Background:

Each year, San Bernardino County Transportation Authority (SBCTA) conducts an annual comprehensive financial audit of SBCTA and provides for audits of all local jurisdictions receiving Measure I 2010-2040 Local Streets Program Funds, which are dedicated for transportation planning, design, construction, operation, and maintenance.

A financial examination is completed by an independent audit firm for activities during the previous Fiscal Year (FY), including internal control systems of checks and balances. The examination must encompass both project expenditures and projects for which funds were received but not expended. A listing of all projects comparing actual revenues and expenses to the Measure I Five-Year Capital Improvement Plan (CIP) adopted by the local governing board and reported annually to SBCTA must be included with any interest earned. The report shall also contain an examination of expenditures, a statement of revenue and expenses, and a balance sheet for each Measure I 2010-2040 Local Streets Program Special Revenue fund.

SBCTA executed an agreement with Crowe, LLP to conduct Compliance Audits of the Measure I 2010-2040 Local Streets Program Funds for FY 2023/2024. These auditors verified compliance with California Public Utilities Code 190300 and Ordinance No. 04-01 of the SBCTA Local Streets Program that funds shall not be used to supplant existing local discretionary funds being used for street and highway purposes, also known as Maintenance of Effort (MOE). The MOE base year level was determined based on the discretionary General Fund expenditures for transportation-related construction and maintenance activities in FY 2008/2009. The MOE base year level as approved by the SBCTA Board of Directors, shall remain in effect until the expiration of Measure I 2010-2040.

Measure I 2010-2040 Local Streets Program Audit reports for FY 2023/2024 and the SBCTA Annual Comprehensive Financial Report (ACFR) have been provided to the Independent Taxpayer Oversight Committee (ITOC) for their review. At their meeting on March 10, 2025, they made a finding that Measure I expenditures for FY 2023/2024 and the City of Adelanto for FY 2021/2022 are consistent with the provisions of the Measure I Expenditure Plan and Ordinance No. 04-01.

The Measure I 2010-2040 Local Streets Program audit for the City of Rialto was completed after the ITOC meeting on March 10, 2025, and was provided to the committee via email. The Town of Apple Valley and the City of Adelanto have requested extensions through May 31, 2025. If the audits are not complete by then, withholding of Measure I 2010-2040 Local Streets Program revenue will commence in June 2025 and continue until the audits are complete.

Entity: San Bernardino County Transportation Authority

The audit for the City of Adelanto for FY 2022/2023 is not complete, thus, they are currently subject to withholding.

The audits resulted in the following findings:

City of Adelanto (City) for FY 2021/2022

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank reconciliations should be performed monthly, reviewed, and approved in a timely manner. Management review over invoicing, cash receipts, and journal entries should be in place to ensure the City has the ability to initiate, record, process, and report accurate financial data consistent with generally accepted accounting principles. During substantive testing, it was noted that there was one invoice improperly recorded in FY 2022 instead of FY 2021. There was also no evidence of proper segregation controls over revenues, expenditures, journal entries, and timely preparation and review of bank reconciliations.

Corrective Action: As of May 2024, the City has hired a team of accounting consultants to assist with monthly closing and other accounting services.

City of Colton (City) for FY 2023/2024:

- The Measure I Strategic Plan states that each local jurisdiction is required to annually adopt a Five-Year CIP which details the specific projects to be funded using Measure I 2010-2040 Local Street Program Funds. Expenditures of Measure I Local Pass-Through Funds must be detailed in the Five-Year CIP and adopted by resolution of the governing body. The Measure I Strategic Plan further states that the Five-Year CIP shall be the basis for the annual audit. For a project to be eligible for Measure I 2010-2040 Local Streets Program Funds, the project must be included in the current CIP. An amended CIP should be used in instances where projects are added to the CIP during the year. The City utilized Measure I to cover costs for a certain project not included in the current CIP. The project was included in the CIP for FY 2022/2023 but not added to the CIP for FY 2023/2024. It is recommended the City review the CIP to ensure Measure I funds are only used for these projects. Management should issue an amended CIP in instances where a project needs to be added during the year.

Corrective Action: The project was listed on the CIP for FY 2020/2021 through FY 2022/2023. There were charges incurred for staff time for the final invoice and close-out documents to California Department of Transportation, resulting in a timing difference. The City will thoroughly review the project list before removing projects and their internal business process has been updated to keep the projects on the list until the completion of final reimbursement and close-out.

- Management is responsible for ensuring fund balances are properly carried forward. This includes the proper posting of audit adjusting entries to ensure accurate financial reporting. The beginning fund balance did not roll forward from the prior year because the City did not post the prior year's audit adjusting entries. Fund balance was required to be decreased by \$122,151, revenue was increased by \$120,276, and cash was decreased by \$1,875. It is recommended that the City implement internal controls to ensure all necessary audit adjustments are reviewed, approved, and posted before closing and to review balances against prior year audit reports for accuracy.

Corrective Action: The City will review the prior year audit report and audit adjustments at the beginning of each fiscal year.

- Management is responsible for accounting for the City's special revenue funds recognizing revenues when they are measurable and available. Revenue recognition for the City is 60 days after the fiscal period ends. The City recognized revenue for Measure I funds that were received more than 60 days after the end of the 2023/2024 fiscal year. It is recommended that the City review the receipt date for all revenue transactions to determine if they are both measurable and available.

Corrective Action: Management will review the receipt date for all revenue transactions to determine the appropriate recognition of revenues during the recognition period.

City of Grand Terrace (City) for FY 2023/2024:

- Pursuant to the Valley Local Street Program Measure I 2010-2040 Strategic Plan, if Measure I funds are invested, they must receive their equitable proration of interest earned on the total funds invested. There was no equitable proration of interest earned to the Measure I funds cash and investment balance. It is recommended that a distribution based on the average month-end cash balance be employed.

Corrective Action: The City concurs with the finding. The city prepared quarterly interest allocations and recorded adjusting entries that were provided to the auditors.

City of Ontario (City) for FY 2023/2024:

- Management is responsible for accounting for the City's special revenue funds recognizing revenues when they are measurable and available. Revenue recognition for the City is 60 days after the fiscal period ends. The City recognized revenue for Measure I funds that were received more than 60 days after the end of the 2023/2024 fiscal year. It is recommended that the City review the receipt date for all revenue transactions to determine if they are both measurable and available.

Corrective Action: The City acknowledges the finding and will prepare an accounting entry for the proper recognition and recording of unavailable revenues.

City of Rialto (City) for FY 2023/2024:

- The Measure I Strategic Plan states that each local jurisdiction is required to annually adopt a Five-Year CIP which details the specific projects to be funded using Measure I 2010-2040 Local Street Program Funds. Expenditures of Measure I Local Pass-Through Funds must be detailed in the Five-Year CIP and adopted by resolution of the governing body. The Measure I Strategic Plan further states that the Five-Year CIP shall be the basis for the annual audit. For a project to be eligible for Measure I 2010-2040 Local Streets Program Funds, the project must be included in the current CIP. An amended CIP should be used in instances where projects are added to the CIP during the year. The City utilized Measure I funds for several projects that were not included in the current CIP. Management should keep projects on their current CIP in the instance there is a delay in Measure I funds reimbursing other City funds. Management could also issue an amended CIP where projects need additional funds during the year.

Corrective Action: The City agrees with the recommendations. Future fiscal year expenses will align with the approved Five-Year CIP and amendments completed if necessary.

City of San Bernardino (City) for FY 2023/2024:

- GAAP requires entities to record liabilities and related expenses that result from exchange transactions when goods or services have been received. Management identified prior year errors in expense accruals that required a prior period adjustment of \$532,535. It is recommended that management evaluate the understanding of the accrual process, including additional layers of review.

Corrective Action: The City acknowledges the oversight and is taking proactive measures to strengthen its accrual review process. This includes implementing a checklist, extending the accrual review period to 90 days, and continually reviewing invoices to ensure proper accounting.

Town of Yucca Valley (Town) for FY 2023/2024:

- The Measure I Strategic Plan states that each local jurisdiction is required to annually adopt a Five-Year CIP which details the specific projects to be funded using Measure I 2010-2040 Local Street Program Funds. Expenditures of Measure I Local Pass-Through Funds must be detailed in the Five-Year CIP and adopted by resolution of the governing body. The Measure I Strategic Plan further states that the Five-Year CIP shall be the basis for the annual audit. For a project to be eligible for Measure I 2010-2040 Local Streets Program Funds, the project must be included in the current CIP. An amended CIP should be used in instances where projects are added to the CIP during the year. The Town utilized Measure I to cover costs for a certain project not included in the current CIP. The project was included in the CIP for FY 2022/2023 but not added to the CIP for FY 2023/2024. It is recommended that management keep projects on their current CIP in the instance there is a delay in Measure I funds reimbursing to other Town funds for project expenses. Management could also issue an amended CIP in instances where a project needs to be added during the year.

Corrective Action: Town management maintains that this was an approved project and reimbursed the identified expenditures with the understanding that this was a compliant reimbursement according to SBCTA's approval. The current policy lacks clarity on the extension or carryforward of already approved projects that either span multiple years or require reimbursement in the following year. The Town continues to monitor and improve its internal processes and reporting and will continue to prioritize excellence in financial reporting for the upcoming years.

City of Victorville (City) for FY 2023/2024:

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank reconciliations should be performed monthly, reviewed, and approved in a timely manner. During procedures over cash and investments, it was noted that the City's bank reconciliation for June 2024 was not completed until October 2024. It is recommended that the City review the timing of its reconciliation procedures.

Corrective Action: The City is working toward streamlining the bank reconciliation process.

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Financial Impact:

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

Reviewed By:

This item was reviewed by the Independent Taxpayer Oversight Committee (ITOC) on March 10, 2025, and the General Policy Committee (GPC) on April 9, 2025. The ITOC and GPC made a finding that SBCTA is in compliance with Ordinance No. 04-01 and the Measure I Expenditure Plan.

Responsible Staff:

Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 7

Date: May 7, 2025

Subject:

Transit Operators and Transportation Development Act Audits for Fiscal Year 2023/2024

Recommendation:

A. Review and receive the Transit Operators and Transportation Development Act Audit Reports for Fiscal Year 2023/2024.

B. Review and receive the City of Adelanto Transportation Development Act Audit Reports for Fiscal Year 2020/2021 and Fiscal Year 2021/2022.

C. Review and receive the Town of Apple Valley and City of Rialto Transportation Development Act Audit Reports for Fiscal Year 2022/2023.

Background:

Each year San Bernardino County Transportation Authority (SBCTA) provides audits of all local jurisdictions (agencies) receiving Transportation Development Act (TDA) funds, which are dedicated to supporting local transit service and investments, pedestrian and bicycle facilities, and local street improvement projects. These audit reports will be provided as a separate attachment.

A financial examination is completed by an independent audit firm for activities during the previous fiscal year, including internal control systems of checks and balances. The examination must encompass both project expenditures and projects for which funds were allocated and expended. A listing of all the TDA projects comparing actual revenues and expenses to budgeted revenues and expenses must be included with any interest earned. In addition, the report must state if the local match for each project is met and the claimants complied with the TDA, the Uniform System of Accounts for Public Transit Operators, and/or the updated National Transit Database Reporting Manuals when applicable. The report shall also contain an examination of expenditures, a statement of revenue and expenses, and a balance sheet for each TDA fund.

SBCTA contracted with Crowe, LLP and Vasquez & Company, LLP, to conduct Compliance Audits of the TDA funds for Fiscal Year 2023/2024 through Fiscal Year 2025/2026 with two-one year options to extend through Fiscal Year 2027/2028.

These auditors verified compliance with California Public Utilities Code 66343, California Code of Regulations Sections 6664, 6666, and/or 6667, Proposition 1B, California Transit Security Grant Program, Federal Single Audit Act, and SBCTA Compliance Audit Guide. These auditors also verified that the agencies met the local match requirements for each project or the fare ratios for transit operators.

There are prior reports included that were not issued when the prior year's reports were presented at the Transit Committee in March 2024. The prior reports include the audits for the City of Adelanto (Attachment A) for Fiscal Years 2020/2021 and 2021/2022, the Town of Apple Valley for Fiscal Year 2022/2023, and the City of Rialto for Fiscal Year 2022/2023 (Attachment B).

City of Adelanto (City) Fiscal Year 2020/2021:

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank account reconciliations should be performed monthly and reviewed and approved in a timely manner. It is recommended that management review the timing of its reconciliations.

Corrective Action: The City concurs with the finding. The City has hired a team of accounting consultants in order to assist with monthly closing and other accounting services.

Management Letter comments:

- During the audit, it was noted that the TDA financials required multiple adjustments for the current and prior years. Additionally, the Fiscal Year 2019/2020 statements did not agree with the Annual Comprehensive Financial Report (ACFR). It is recommended that the City implement procedures to always reconcile the TDA statements to the ACFR prior to the issuance of the final reports.
- During the audit, it was noted that management does not perform the following crucial activities: 1) Assess the risk that the City's financial statements might be materially misstated due to fraud and there are no controls in place to prevent and detect such occurrences, 2) Communicate to employees the importance of ethical behavior and appropriate business practices, and 3) Comply with laws, regulations, and provisions of contracts, grant agreements, and City policies. It is recommended that the City complete a risk assessment and fraud prevention policy, ethical behavior and business practices policy, and compliance with Laws and Regulations procedures.

City of Adelanto (City) Fiscal Year 2021/2022:

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank account reconciliations should be performed monthly and reviewed and approved in a timely manner. Management review over invoicing and expenditures should be in place to ensure accurate financial data consistent with generally accepted accounting principles (GAAP). Evidence of proper segregation of controls over revenues, expenditures, journal entries, and timely preparation and review of bank reconciliations was not present. It is recommended that management establish a thorough system of internal controls, which are formally documented and implemented through policies and procedures. In addition, it is recommended that management ensure manager approvals be implemented.

Corrective Action: The City concurs with the finding. As of May 2024, the City has hired an outside Certified Public Accountant (CPA) firm in order to assist with the reconciliation of financial records, assist with compliance standards, and assist in the implementation of internal controls to help prevent and detect future errors.

- Funds allocated and received by claimants must be expended in conformance with the applicable statutes, rules, and regulations applicable to Section 6666 of Part 21 of the California Code of Regulations and the allocation instructions of SBCTA. Quarterly interfund transfers were posted from the TDA fund, but there was no review process over these entries. Furthermore, the entries lacked appropriate substantiation to qualify as allowable expenditures under TDA guidelines. It is recommended that management review and strengthen their internal controls for expenditures to ensure that only allowable costs are allocated to the TDA fund.

Corrective Action: The City concurs with the finding. As of May 2024, the City has hired an outside CPA firm in order to assist with the reconciliation of financial records, assist with compliance standards, and assist in the implementation of internal controls to help prevent and detect future errors.

Town of Apple Valley (Town) Fiscal Year 2022/2023:

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank account reconciliations should be performed monthly and reviewed and approved in a timely manner. The Town did not perform a timely bank reconciliation or interest allocation due to significant staffing losses just prior to the commencement of the Fiscal Year 2022/2023 closing process. Additionally, the Town endured a forced bank transition during Quarter 3/Quarter 4 of Fiscal Year 2022/2023, as Union Bank merged with US Bank, and the Town was working diligently to sort out any residual issues resulting from this merger. It is recommended that the Town review the timing of its reconciliation procedures.

Corrective Action: In addition to staff turnovers, the Town's bank (Union Bank) merged with US Bank in May 2023, that merger created a significant delay in performing and completing bank reconciliation, particularly during May and June of 2023. With hiring efforts currently going in Finance, bank reconciliations will be completed in a timely manner.

The audits for Fiscal Year 2023/2024 resulted in the following findings:

Mountain Area Regional Transit Authority (MARTA) Single Audit Findings

- 2 Code of Federal Regulation (CFR) Part 200 requires nonfederal entities to establish and maintain effective internal control over federal awards to provide reasonable assurance that organizations who manage the federal award: Understand and comply with the federal statutes, regulations, and terms and conditions of the award; evaluate and monitor compliance; take prompt action when instances of noncompliance is identified. MARTA does not have comprehensive written policies and procedures concerning the following key compliance areas, which are required by the Uniform Guidance: Equipment and Real Property Management, Cash Management and Procurement, Suspension, and Debarment. MARTA should develop and implement formal written policies and procedures for the specific areas. Personnel responsible for these areas should receive adequate training and apply the policies effectively. Regular reviews should be conducted to update the policies and procedures as needed.

Corrective Action: MARTA will review and update these policies and/or create new policies to make sure that they are compliant with the Uniform Guidance. The updated or newly created policies will be brought to the October 2025 Board of Directors (Board) meeting for Board review or approval.

- Non-federal entities other than states, including those operating federal programs as subrecipients of states, must follow specific procurement standards set out in 2 CFR Part 200, which includes documenting the procurement methods used for vendor selection. These procedures are designed to ensure fair competition, cost-effectiveness, and federal requirements. During our audit, MARTA was:
 - Unable to provide purchase order documentation or contracts for eight samples that are above \$500.
 - Unable to provide supporting documentation for two items sampled to

demonstrate that the required price or rate quotations for those purchases or contracts with contract amounts above \$10,000 were obtained from an adequate number of qualified sources and maintained the documentation to support its conclusion.

- Unable to provide supporting documentation to demonstrate that the process of verifying if vendors are not suspended or debarred was performed on two vendors tested. The expenditure paid to these vendors ranged from \$109,000 to \$647,000 in 2024.

MARTA should strengthen its internal controls over procurement by ensuring that all procurement activities, particularly significant expenditures, are properly documented. This includes retaining evidence that procurement methods required by the Uniform Guidance were followed, such as bids, contracts, or justifications for sole-source vendors. MARTA should also conduct training for staff involved in procurement to ensure awareness and adherence to the policies. Regular internal audits may be implemented to verify compliance with procurement procedures.

Corrective Action: MARTA is in the process of updating their Procurement Policy. MARTA will ensure that updated policies and procedures will be implemented to address compliance and documentation requirements for small and micro-purchases, sole-source, and informal processes.

- Except where otherwise authorized by statute, cost must meet the following general criteria in order to be allowable under federal awards: 1. Be necessary and reasonable; 2. Conform to any limitations or exclusions; 3. Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the non-federal entity; 4. Be accorded consistent treatment; 5. Be determined in accordance with GAAP; 6. Not be included as a cost or used to meet cost-sharing or matching requirements of any other federally financed program in either the current or a prior period; 7. Be adequately documented. During the audit of payroll expenses charged to the program, it was noted that four samples have Personnel Action Forms (PAF) without the signature of the General Manager. Per current policies and procedures, for pay rate changes, a PAF should be created by the Human Resources (HR) Manager and signed by the General Manager. Additionally, MARTA was unable to provide PAF for four samples. MARTA should strengthen its internal controls over the payroll process. MARTA should ensure that PAF and timecards are adequately documented and filed.

Corrective Action: The HR Manager will review the procedures for processing PAF, communicate more effectively to close the loop on the paperwork process, and confirm authorized signatures. The HR Manager will review all files for completed PAF forms and practice better diligence going forward in maintaining all documentation in personnel files.

Needles Area Transit (NAT) Fund

- Internal controls over the closing and financial reporting process should be in place to ensure the Transit Fund has the ability to initiate, record, process, and report accurate financial data consistent with GAAP. Unearned revenue was not reconciled or adjusted from the previous year financial statements. An audit adjustment was identified as a result of the audit and posted by management for Fiscal Year 2023/2024. It is recommended that management monitor the unearned revenue balance in total and for each sub-fund annually when the books are being closed for the fiscal year.

Corrective Action: NAT has been calculating unearned revenue based on instructions from prior auditors. The schedule they had provided included items that should not have been in the calculations. We do agree with the current auditors that our calculation was incorrect. We will make the changes to the worksheet that the auditors have advised so the calculation is correct in the future and completed before the audit begins.

Morongo Basin Transit Authority (Basin)

- Management is responsible for the preparation of the basic financial statements and all accompanying information. This requires management to perform a year-end closing process to accumulate, reconcile, and summarize information for inclusion in the annual financial statements. During the preparation of the financial statements, it was noted that the beginning Net Position as of July 1, 2023, had been misstated. Specifically, an asset for \$332,360 was improperly recognized and over-depreciated by \$240,693 in the prior year. It is recommended that Basin implement review and reconciliation procedures to prevent similar future errors. Additionally, staff should attend training courses to expand their knowledge of the restated areas.

Corrective Action: Basin acknowledges the errors identified and has taken steps to correct the financial statements. Basin will also implement an enhanced review and reconciliation procedure to ensure accurate recognition and measurement of assets and depreciation, and staff will be trained in GAAP requirements.

City of Victorville (City)

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank account reconciliations should be performed monthly and reviewed and approved in a timely manner. During procedures over cash and investments, we noted the City's bank reconciliation for June 2024 was not completed until October 2024. It is recommended that the City review the timing of its reconciliation procedures.

Corrective Action: The City is working towards streamlining the bank reconciliation process by implementing new methods of reconciling the different funding sources and cross-training Finance Technicians and Accountants on the accounting process. With additional help and with streamlining reports and process, the City believes it will achieve a timely bank reconciliation.

- The City is required to adhere to GAAP, which mandate the accurate classification and recording of transactions in the correct funds. The City's internal control environment over financial reporting did not allow for the proper reconciliation of the fund balance. In previous fiscal years, the City recorded \$494,391 of TDA Article 3 expenditures to the TDA Article 8 activity. As a result, the City's beginning fund balance as of July 1, 2022, for the Article 3 and Article 8 activity was materially misstated by \$494,391. An audit adjustment to increase Article 3 fund balance and decrease Article 8 fund balance on July 1, 2022, was proposed by Crowe, LLP and posted by management. The City should implement stronger internal controls over the monitoring and review of previous entries to ensure that expenditures are posted to the appropriate fund.

Corrective Action: The City of Victorville has engaged an internal auditor to evaluate the effectiveness of its internal control systems. The City acknowledges the observation and will implement enhanced reconciliation procedures for the general ledger accounts. These reconciliations will be performed at least semi-annually, with any discrepancies promptly identified and addressed in a timely manner to ensure the accuracy and integrity of financial reporting.

City of Yucaipa (City)

- Special Revenue funds are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when measurable and available. Revenues are considered available when received within 120 days of the end of the fiscal period. During testing, it was identified that the Fiscal Year 2022/2023 financial statements were misstated. Revenues were understated and unavailable revenues were overstated by \$50,502. This revenue was inappropriately included in Fiscal Year 2023/2024 revenues. It is recommended that the City enhance the revenue recognition review process for completeness within the City's period of availability.

Corrective Action: The City concurs with the finding and will enhance administrative procedures to review the timing of the collection of revenues to ensure proper recognition.

The audits for the City of Adelanto for Fiscal Year 2022/2023 and Fiscal Year 2023/2024, and for the Town of Apple Valley for Fiscal Year 2023/2024 are in process but are not yet complete.

Each agency may have a different number of audit reports depending on the type of funding the agency is receiving.

Financial Impact:

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

Reviewed By:

This item was received by the Transit Committee on April 10, 2025.

Responsible Staff:

Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Financial Statements

Fiscal Years Ended June 30, 2021 and 2020

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Fiscal Years Ended June 30, 2021 and 2020

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Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of the Transportation Development Act ("TDA") Article 3 Fund ("TDA Fund") of the City of Adelanto, California ("City"), as of and for the year ended June 30, 2021, and the related notes to the financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the TDA Fund of the City, as of June 30, 2021, and the change in financial position of the TDA Fund of the City for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

As discussed in Note 1, the financial statements present only the TDA Fund of the City and do not purport to, and do not present fairly, the financial position of the City as of June 30, 2021, the changes in its financial position, or where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Prior Year Comparative Information

The financial statements of the City as of June 30, 2020, were audited by other auditors. Those auditors expressed an unmodified opinion on those financial statements in their report dated January 31, 2022.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information as listed in the table of contents be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis for the TDA Fund that accounting principles generally accepted in the United States of America requires to be presented to supplement the financial statements. Such missing information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the financial statements in an appropriate operational, economic, or historical context. Our opinion on the financial statements is not affected by this missing information.

Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements of the TDA Fund of the City. The Schedule of Allocations Received and Expended, by Project Year, listed as supplemental data in the table of contents, is presented for purposes of additional analysis and are not a required part of the financial statements.

The Schedule of Allocations Received and Expended, by Project Year is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements for the TDA Fund of the City. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Allocations Received and Expended, by Project Year is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 11, 2024 on our consideration of the City's internal control over financial reporting for the TDA Fund and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Lake Forest, California
June 11, 2024

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund Article 8, Section 99400(a) Public Utilities Code

Comparative Balance Sheets

June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
<u>Assets</u>		
Cash and investments (Note 3)	\$ 1,393,917	\$ 1,389,230
Accounts receivable (Note 4)	449,930	449,930
Interest receivable	<u>795</u>	<u>-</u>
Total assets	<u>\$ 1,844,642</u>	<u>\$ 1,839,160</u>
<u>Deferred inflows of resources, and fund balance</u>		
Deferred inflows of resources		
Unearned revenue	<u>449,930</u>	<u>449,930</u>
Fund balance - restricted		
Restricted	<u>1,394,712</u>	<u>1,389,230</u>
Total liabilities, deferred inflows of resources, and fund balance	<u>\$ 1,844,642</u>	<u>\$ 1,839,160</u>

Attachment: City of Adelanto Prior Reports (11547 : Transit Operators and TDA Audits for Fiscal Year 2023/2024)

See accompanying notes to financial statements

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund Article 8, Section 99400(a) Public Utilities Code

Comparative Statement of Revenues, Expenditures, and Changes in Fund Balance

Fiscal Years Ended June 30, 2021 and 2020

	2021	2020
Revenues:		
Interest income	\$ 5,844	\$ 29,080
Total revenues	5,844	29,080
Expenditures:		
TDA expenditures	362	304
Total expenditures	362	304
Excess (deficiency) of revenues over (under) expenditures	5,482	28,776
Other financing sources (uses):		
Transfers out to the City of Adelanto (Note 5)	-	(20,000)
Total other financing sources (uses)	-	(20,000)
Net change in fund balance	5,482	8,776
Fund balance at beginning of year	1,389,230	1,380,454
Fund balance at end of year	\$ 1,394,712	\$ 1,389,230

See accompanying notes to financial statements

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund Article 8, Section 99400(a) Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2021 and 2020

(1) **General Information**

The financial statements are intended to reflect the financial position and changes in financial position of the Transportation Development Act Article 8, Section 99400(a) Fund (TDA Fund) only. Accordingly, the financial statements do not purport to, and do not, present fairly the financial position of the City of Adelanto, California (City), as of June 30, 2021 and 2020, and the changes in financial position thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Article 8a

San Bernardino County Transportation Authority (SBCTA) receives and passes through Article 8a funding to the local claimants for the purposes of local streets and roads in accordance with Section 99400 of the California Public Utilities Code, which may include those purposes necessary and convenient to the development, construction, and maintenance of the city or county's streets and highways network, which further includes planning and contributions to the transportation planning process, acquisition of real property, construction of facilities and buildings. The fund may also be used for passenger rail service operations and capital improvements.

Article 8a subdivision C further allows payments to counties, cities, and transit districts for their administrative and planning cost with respect to transportation services. A claimant may also receive payments for capital expenditures to acquire vehicles and related equipment, bus shelters, bus benches, and communication equipment for the transportation services.

Payment of Article 8a to any entity that provides public transportation services under contract with the local county, city, or transit district for any group with special transportation assistance needs must be determined by SBCTA.

(2) **Summary of Significant Accounting Policies**

The accounting policies of the TDA Article 8a Fund of the City conform to accounting principles generally accepted in the United States of America. The following is a summary of significant accounting policies:

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2021 and 2020

(2) **Summary of Significant Accounting Policies (Continued)**

Fund Accounting

The accounts of the City are organized on the basis of funds and account groups. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related liabilities, obligations, reserves, and equity segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The City accounts for the activity of the Article 8a funds in its TDA Fund which is a Special Revenue Fund. Special Revenue Funds are used to account for and report on a particular source of revenue.

Measurement Focus and Basis of Accounting

Special Revenue Funds are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 90 days of the end of the fiscal year. Expenditures generally are recorded when a liability is incurred.

Revenue Recognition

Recognition of revenues arising from nonexchange transactions, which include revenues from taxes, certain grants, and contributions, is based on the primary characteristic from which the revenues are received by the City. For the City, funds received under TDA Article 8a possess the characteristic of a voluntary nonexchange transaction similar to a grant. Revenues under TDA Article 8a are recognized in the period when all eligibility requirements have been met.

Deferred Inflows of Resources

Deferred inflows of resources-unavailable revenues represent revenues earned during the period but unavailable to liquidate current liabilities. These amounts are deferred and recognized in the period that the amounts become available. Deferred inflows of resources in the financial statements represent amounts due from other governments at year-end, and not collected with a timeframe to finance current year expenditures.

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2021 and 2020

(2) **Summary of Significant Accounting Policies (Continued)**

Fund Balance

The components of the fund balances of governmental funds reflect the component classifications described below.

- Nonspendable Fund Balance – includes amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact.
- Restricted Fund Balance – includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.
- Committed Fund Balance – includes amounts that can be used only for the specific purposes determined by a formal action of the City.
- Assigned Fund Balance – includes amounts that are intended to be used by the City for specific purposes, but do not meet the criteria to be classified as restricted or committed.
- Unassigned Fund Balance – includes any deficit fund balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

When restricted and unrestricted resources are available for expenditure for the same purpose, the City expends restricted resources before unrestricted resources. Within unrestricted resources, the fund balance is depleted in the order of committed, assigned, and unassigned.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain amounts and disclosures. Accordingly, actual results could differ from those estimates.

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2021 and 2020

(3) **Cash and Investments**

The City has pooled its cash and investments in order to achieve a higher return on investments while facilitating management of cash. The balance in the pool account is available to meet current operating requirements. Cash in excess of current requirements is invested in various interest-bearing accounts and other investments for varying terms. The TDA Fund's cash and investments as of June 30, 2021 and 2020 was \$1,393,917 and \$1,389,230, respectively.

The TDA Fund's cash is deposited in the City's internal investment pool which is reported at fair value. Interest income is allocated on the basis of average cash balances. Investment policies and associated risk factors applicable to the TDA Fund are those of the City and are included in the City's basic financial statements.

See the City's basic financial statements for disclosures related to cash and investments including those disclosures relating to interest rate risk, credit rate risk, custodial credit risk, and concentration risk.

(4) **Accounts Receivable**

Accounts receivable of \$449,930 in both years 2021 and 2020 represent the TDA revenues which had not been received from SBCTA as of June 30, 2021 and 2020.

(5) **Transfers out to the City of Adelanto**

The City incurs street maintenance employee payroll costs in the City's General Fund. The TDA Article 8 Fund transfers amounts to the General Fund to fund its allocated portion of the payroll costs. The allocated charges were \$0 and \$20,000 as of June 30, 2021 and 2020, respectively.

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2021 and 2020

(6) Restrictions

Funds received pursuant to the California Public Utilities Code §99400(a) (TDA Article 8a) may only be used for facilities provided for exclusive use by bicycle and pedestrian facilities or bicycle safety education programs.

(7) Contingencies

See the City's basic financial statements for disclosures related to contingencies including those relating to various legal actions, administrative proceedings, or claims in the ordinary course of operations.

(8) Budgetary Data

The City adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current fiscal year expenditures are charged against appropriations. Accordingly, actual revenues and expenditures can be compared with related budget amounts without any significant reconciling items.

Required Supplemental Information

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Schedule of Revenues, Expenditures
and Changes in Fund Balance - Budget and Actual

Fiscal Year Ended June 30, 2021

	Budget		Actual	Variance From Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues:				
Interest income	\$ -	\$ -	\$ 5,844	\$ 5,844
Total revenues	-	-	5,844	5,844
Expenditures:				
TDA expenditures	650,000	650,000	362	649,638
Total expenditures	650,000	650,000	362	649,638
Excess (deficiency) of revenues over (under) expenditures	\$ (650,000)	\$ (650,000)	5,482	\$ 655,482
Fund balance at beginning of year			1,389,230	
Fund balance at end of year			\$ 1,394,712	

Attachment: City of Adelanto Prior Reports (11547 : Transit Operators and TDA Audits for Fiscal Year 2023/2024)

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Schedule of Revenues, Expenditures,
and Changes in Fund Balance - Budget and Actual

Fiscal Year Ended June 30, 2020

	Budget		Actual	Variance From Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues:				
TDA Allocation	\$ 449,930	\$ 449,930	\$ -	\$ (449,930)
Interest income	-	-	29,080	29,080
Total revenues	449,930	449,930	29,080	(420,850)
Expenditures:				
TDA expenditures	1,600,000	-	304	(304)
Total expenditures	1,600,000	-	304	(304)
Excess (deficiency) of revenues over (under) expenditures	(1,150,070)	449,930	28,776	(421,154)
Other financing sources (uses):				
Transfers out	-	(20,000)	(20,000)	-
Total other financing sources (uses)	-	(20,000)	(20,000)	-
Net change in fund balance	\$ (1,150,070)	\$ 429,930	8,776	\$ (421,154)
Fund balance at beginning of year			1,380,454	
Fund balance at end of year			\$ 1,389,230	

Attachment: City of Adelanto Prior Reports (11547 : Transit Operators and TDA Audits for Fiscal Year 2023/2024)

Supplemental Information

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Schedule of Allocations Received and Expended, by Project Year

Fiscal Year Ended June 30, 2021

<u>Article</u>	<u>Project/Use</u>	<u>Year</u> <u>Allocated</u>	<u>Allocation</u> <u>Amount</u>	<u>Unspent</u> <u>Allocation at</u> <u>6/30/2020</u>	<u>Expenditures</u>	<u>Unspent</u> <u>Allocation at</u> <u>6/30/2021</u>
Article 8	Streets & Road Maintenance	2015 - 16	\$ 635,989	\$ 370,212	\$ 362	\$ 369,850
Article 8	Streets & Road Maintenance	2016 - 17	528,228	508,228	-	508,228
Article 8	Streets & Road Maintenance	2017 - 18	470,946	470,946	-	470,946
Article 8	Streets & Road Maintenance	2018 - 19	449,930	449,930	-	449,930
			<u>\$ 2,085,093</u>	<u>\$ 1,799,316</u>	<u>\$ 362</u>	<u>\$ 1,798,954</u>

Attachment: City of Adelanto Prior Reports (11547 : Transit Operators and TDA Audits for Fiscal Year 2023/2024)



Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Transportation Development Act Local Transportation Fund pursuant to Article 8, Section 99400(a) ("TDA Fund") of the City of Adelanto, California ("City"), as of and for the years ended June 30, 2021 and 2020, and the related notes to the financial statements, and have issued our report thereon dated June 11, 2024. Our report included an emphasis of matter stating that the financial statements of the TDA Funds do not purport to, and do not, present fairly the financial position of the City as of June 30, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's TDA Fund financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a certain deficiency in internal

Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

control, described in the accompanying schedule of findings and responses as item **2021-01** to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements of the TDA Fund of the City are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including §6666 of Part 21 of the California Code of Regulations, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, including §6666 of Part 21 of the California Code of Regulations.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Lake Forest, California
June 11, 2024

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Schedule of Findings and Responses

Fiscal Year Ended June 30, 2021

**2021-01 Bank Account Reconciliation
Material Weakness*****Criteria:***

Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank account reconciliations should be performed monthly and reviewed and approved in a timely manner.

Condition:

During procedures over cash and investments, we noted the City's bank account reconciliation for June 2021 was not prepared until October 2023.

Cause:

The City did not perform a timely bank account reconciliation due to the City's lack of monthly closing procedures.

Effect:

The FY 2021 audit was delayed.

Recommendation:

We recommend that the City review the timing of its reconciliation procedures.

View of Responsible Officials:

The City agrees with the finding. The City has hired a team of accounting consultants in order to assist with monthly closing and other accounting services.

CITY OF ADELANTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Summary Schedule of Prior Audit Findings

Fiscal Year Ended June 30, 2021

The status of the prior year findings for fiscal year ended June 30, 2020, are below.

<u>Finding No.</u>	<u>Description</u>	<u>Status</u>
2020-001	Financial Closing and Reporting Controls	Implemented
2020-002	Stale Checks	Implemented
2020-003	Timeliness of Bank Account Reconciliation	Not Implemented, refer to Finding 2021-01



June 11, 2024

Mr. Jessie Flores
City of Adelanto
11600 Air Expressway
Adelanto, CA 92301

We have audited the financial statements of the Transportation Development Act ("TDA"), Article 8, Section 99400(a) Fund and Measure I Fund (collectively "Program Funds"), of the City of Adelanto ("City"), as of and for the year ended June 30, 2021, and have issued our report thereon dated June 11, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, Government Auditing Standards, certain provisions of laws, regulations, contracts, and grant agreements, including §6666 of Part 21 of the California Code of Regulations, as well as certain information related to the planned scope and timing of our audit. Professional standards also require we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City Program Funds are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no significant estimates affecting the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as

Mr. Jessie Flores
City of Sample City
Adelanto

a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 11, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Program Fund's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to budgetary comparison information, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on Schedule of Allocations Received and Expended, by Project Year, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Mr. Jessie Flores
City of Sample City
Adelanto

We were not engaged to report on the *Program Status: Comparison of 5 Year Plan Project Budget to Current Year Expenditures and Maintenance of Effort: Comparison of Base Level Amount to Annual Expenditures*, which accompany the financial statements but are not RSI. Such information has not been subjected to the audit procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

We identified the following matters involving accounting principles, internal control, and compliance with Federal Acquisition Regulation that came to the auditor's attention.

Deficiency 1: During the course of the audit, we noted that the TDA and MSI financials required multiple adjustments for the current and prior years. Additionally, the TDA and MSI final report for FY 2020 did not agree with the TDA and MSI amounts reported on the Annual Comprehensive Financial Report ("ACFR") for FY 2020.

Recommendation: The City should implement procedures to always reconcile the TDA and MSI financial statements and the ACFR prior to issuance of the final reports to ensure they agree.

Deficiency 2: During the course of the audit, we were made aware that the City management does not perform the following crucial activities:

1. Assess the risk that the City's financial statements might be materially misstated due to fraud, and there are no controls in place to prevent and detect such occurrences.
2. Communicate to employees the importance of ethical behavior and appropriate business practices.
3. Comply with laws, regulations, and provisions of contracts, grant agreements, and City policies.

Recommendation:

To address these deficiencies, we recommend the City take the following actions:

1. **Risk Assessment and Fraud Prevention:** Strengthen and implement procedures to assess the risk that could cause the financial statements to be materially misstated. This should include instituting robust controls to prevent and detect fraud. Regular risk assessments and updates to controls should be conducted to adapt to new and evolving risks.
2. **Ethical Behavior and Business Practices:** Establish a formal process to communicate to employees the importance of ethical behavior and appropriate business practices. This could include regular training sessions, a code of conduct, and the implementation of a fraud hotline where employees can report unethical behavior anonymously.
3. **Compliance with Laws and Regulations:** Ensure that all staff are educated on the laws, regulations, and provisions of contracts, grant agreements, and City policies applicable to their roles. Additionally, implement controls to ensure compliance with all applicable laws, regulations, and contractual provisions. Regular audits and compliance checks should be conducted to identify and address any areas of non-compliance promptly.

By taking these steps, the City can enhance the integrity and reliability of its financial reporting, foster a culture of ethical behavior, and ensure compliance with all relevant legal and contractual obligations.

Mr. Jessie Flores
City of Sample City
Adelanto

Restriction on Use

This information is intended solely for the use of those charged with governance and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Best regards,

Conrad LLP

Lake Forest, CA
June 11, 2024

**CITY OF ADELANTO, CALIFORNIA
TRANSPORTATION DEVELOPMENT ACT FUND**

FINANCIAL STATEMENTS

June 30, 2022 and 2021

CITY OF ADELANTO, CALIFORNIA
TRANSPORTATION DEVELOPMENT ACT FUND
FINANCIAL STATEMENTS
June 30, 2022 and 2021

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Transportation Development Act (TDA) Article 8 Fund (TDA Fund) of the City of Adelanto, California (City), as of and for the year ended June 30, 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the TDA Fund of the City, as of June 30, 2022, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The financial statements of the TDA Fund of the City for the year ended June 30, 2021, were audited by other auditors, who expressed an unmodified opinion on those statements on June 11, 2024.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the TDA Fund, a governmental fund of the City, and do not purport to, and do not, present fairly the financial position of the City as of June 30, 2022, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

(Continued)

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

(Continued)

Additional Information

Management is responsible for the accompanying schedule of allocations received and expended, by project year (the “additional information”), which is presented for purposes of additional analysis and is not a required part of the financial statements. Our opinion on the financial statements does not cover the additional information, and we do not express an opinion or any form of assurance thereon.

We read the additional information and considered whether a material inconsistency existed between the additional information and the financial statements, or the additional information otherwise appeared to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the additional information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 20, 2024 on our consideration of the City’s internal control over financial reporting of the TDA Fund and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City’s internal control over financial reporting and compliance, as it relates to the TDA Fund.



Crowe LLP

Los Angeles, California
November 20, 2024

CITY OF ADELANTO, CALIFORNIA
TRANSPORTATION DEVELOPMENT ACT FUND
BALANCE SHEETS
June 30, 2022 and 2021

	Article 8	
	<u>2022</u>	<u>2021</u>
ASSETS		
Cash and investments	\$ 1,971,564	\$ 1,393,917
Accounts receivable	-	449,930
Interest receivable	<u>1,828</u>	<u>795</u>
 Total assets	 <u>\$ 1,973,392</u>	 <u>\$ 1,844,642</u>
 DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE		
Deferred inflows of resources		
Unearned revenue	\$ -	\$ 449,930
 Fund balance - restricted		
Restricted for transportation	<u>1,973,392</u>	<u>1,394,712</u>
 Total deferred inflows of resources and fund balance	 <u>\$ 1,973,392</u>	 <u>\$ 1,844,642</u>

See notes to financial statements.

CITY OF ADELANTO, CALIFORNIA
 TRANSPORTATION DEVELOPMENT ACT FUND
 STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
 Years Ended June 30, 2022 and 2021

	Article 8	
	<u>2022</u>	<u>2021</u>
Revenues, net		
TDA allocation	\$ 590,134	\$ -
Investment income (loss)	<u>(11,122)</u>	<u>5,844</u>
Total revenues, net	579,012	5,844
 Expenditures		
Administrative cost	<u>332</u>	<u>362</u>
Total expenditures	<u>332</u>	<u>362</u>
 Net change in fund balance	578,680	5,482
 Fund balance at beginning of year	<u>1,394,712</u>	<u>1,389,230</u>
 Fund balance at end of year	<u><u>\$ 1,973,392</u></u>	<u><u>\$ 1,394,712</u></u>

Attachment: City of Adelanto Prior Reports (11547 : Transit Operators and TDA Audits for Fiscal Year 2023/2024)

(Continued)

CITY OF ADELANTO, CALIFORNIA
TRANSPORTATION DEVELOPMENT ACT FUND
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

NOTE 1 – GENERAL INFORMATION

Reporting Entity: The financial statements are intended to reflect the financial position and changes in financial position of the Transportation Development Act Article 8, Section 99400(a) Fund (TDA Fund) only. Accordingly, the financial statements do not purport to, and do not, present fairly the financial position of the City of Adelanto, California (City), as of June 30, 2022 and 2021, and the changes in financial position thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Article 8: San Bernardino County Transportation Authority (SBCTA) receives and passes through Article 8 funding to the local claimants for the purposes of local streets and roads in accordance with Section 99400 of the California Public Utilities Code, which may include those purposes necessary and convenient to the development, construction, and maintenance of the city or county's streets and highways network, which further includes planning and contributions to the transportation planning process, acquisition of real property, construction of facilities and buildings. The fund may also be used for passenger rail service operations and capital improvements.

Article 8, subdivision C further allows payments to counties, cities, and transit districts for their administrative and planning cost with respect to transportation services. A claimant may also receive payments for capital expenditures to acquire vehicles and related equipment, bus shelters, bus benches, and communication equipment for the transportation services.

Payment of Article 8 to any entity that provides public transportation services under contract with the local county, city, or transit district for any group with special transportation assistance needs must be determined by SBCTA.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

Fund Accounting: The accounts of the City are organized on the basis of funds and account groups. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related liabilities, obligations, reserves, and equity segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The City accounts for the activity of the Article 8 Fund in its TDA Fund which is a special revenue fund. Special revenue funds are used to account for and report on a particular source of revenue.

Measurement Focus and Basis of Accounting: The special revenue funds of the City are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the fiscal year. Expenditures generally are recorded when a liability is incurred.

(Continued)

CITY OF ADELANTO, CALIFORNIA
TRANSPORTATION DEVELOPMENT ACT FUND
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition: Recognition of revenues arising from nonexchange transactions, which include revenues from taxes, certain grants, and contributions, is based on the primary characteristic from which the revenues are received by the City. For the City, funds received under TDA Article 8 possess the characteristic of a voluntary nonexchange transaction similar to a grant. Revenues under TDA Article 8 are recognized in the period when all eligibility requirements have been met.

Deferred Inflows of Resources: Deferred inflows of resources-unavailable revenues represent revenues earned during the period but unavailable to liquidate current liabilities. These amounts are deferred and recognized in the period that the amounts become available. Deferred inflows of resources in the financial statements represent amounts due from other governments at year-end, and not collected with a timeframe to finance current year expenditures.

Fund Balance: Fund balance is reported according to the following classifications: nonspendable, restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

Restricted fund balance represents amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first.

Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 3 – CASH AND INVESTMENTS

The City has pooled its cash and investments in order to achieve a higher return on investments while facilitating management of cash. The balance in the pool account is available to meet current operating requirements. Cash in excess of current requirements is invested in various interest-bearing accounts and other investments for varying terms. The TDA Fund's cash and investments as of June 30, 2022 and 2021 was \$1,971,564 and \$1,393,917, respectively.

The TDA Fund's cash is deposited in the City's internal investment pool which is reported at fair value. The fair value measurements are based on the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The TDA Fund's deposits and withdrawals in the City's investment pool are made on the basis of \$1 and not fair value. Accordingly, the TDA Fund's investment in the City's investment pool is measured with inputs that are uncategorized and not defined as a Level 1, Level 2, or Level 3 input.

Interest income is allocated on the basis of average cash balances. Investment policies and associated risk factors applicable to the TDA Fund are those of the City and are included in the City's basic financial statements.

See the City's basic financial statements for disclosures related to cash and investments including those disclosures relating to interest rate risk, credit rate risk, custodial credit risk, and concentration risk.

(Continued)

CITY OF ADELANTO, CALIFORNIA
TRANSPORTATION DEVELOPMENT ACT FUND
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable of \$449,930 represent the TDA revenues which had not been received from SBCTA as of June 30, 2021. There were no accounts receivable as of June 30, 2022.

NOTE 5 – RESTRICTIONS

Funds received pursuant to the California Public Utilities Code §99400(a) (TDA Article 8) may only be used for facilities provided for exclusive use by bicycle and pedestrian facilities or bicycle safety education programs.

NOTE 6 – BUDGETARY DATA

The City adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current fiscal year expenditures are charged against appropriations. Accordingly, actual revenues and expenditures can be compared with related budget amounts without any significant reconciling items.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF ADELANTO, CALIFORNIA
TRANSPORTATION DEVELOPMENT ACT FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL – TDA ARTICLE 8 FUND
Year ended June 30, 2022

	Budget		Actual	Variance
	Original	Final		
Revenues, net				
TDA allocation	\$ 449,930	\$ 449,930	\$ 590,134	\$ 140,204
Investment loss	-	-	(11,122)	(11,122)
Total revenues, net	449,930	449,930	579,012	129,082
Expenditures				
Cost of capital infrastructure - streets & roads	650,000	650,000	-	650,000
Administrative cost	-	-	332	(332)
Total expenditures	650,000	650,000	332	649,668
Excess (deficiency) of revenues over (under) expenditures	(200,070)	(200,070)	578,680	778,750
Other financing uses				
Transfers to other City funds	(20,000)	(20,000)	-	20,000
Total other financing uses	(20,000)	(20,000)	-	20,000
Net change in fund balance	(220,070)	(220,070)	578,680	798,750
Fund balance at beginning of year	1,394,712	1,394,712	1,394,712	-
Fund balance at end of year	<u>\$ 1,174,642</u>	<u>\$ 1,174,642</u>	<u>\$ 1,973,392</u>	<u>\$ 798,750</u>

Attachment: City of Adelanto Prior Reports (11547 : Transit Operators and TDA Audits for Fiscal Year 2023/2024)

(Continued)

CITY OF ADELANTO, CALIFORNIA
 TRANSPORTATION DEVELOPMENT ACT FUND
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
 BUDGET AND ACTUAL – TDA ARTICLE 8 FUND
 Year ended June 30, 2021

	Budget		Actual	Variance
	Original	Final		
Revenues, net				
Investment income	\$ -	\$ -	\$ 5,844	\$ 5,844
Total revenues, net	-	-	5,844	5,844
Expenditures				
TDA expenditures	650,000	650,000	362	649,638
Total expenditures	650,000	650,000	362	649,638
Excess (deficiency) of revenues over (under) expenditures	(650,000)	(650,000)	5,482	655,482
Fund balance at beginning of year	1,389,230	1,389,230	1,389,230	-
Fund balance at end of year	<u>\$ 739,230</u>	<u>\$ 739,230</u>	<u>\$ 1,394,712</u>	<u>\$ 655,482</u>

See note to required supplementary information.

CITY OF ADELANTO, CALIFORNIA
TRANSPORTATION DEVELOPMENT ACT FUND
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
Years ended June 30, 2022 and 2021

NOTE 1 - BUDGETARY DATA

The City adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control is at the fund level.

ADDITIONAL INFORMATION

CITY OF ADELANTO, CALIFORNIA
 TRANSPORTATION DEVELOPMENT ACT FUND ACTIVITY
 SCHEDULE OF ALLOCATIONS RECEIVED AND EXPENDED, BY PROJECT YEAR
 Year ended June 30, 2022

<u>Article</u>	<u>Project/Use</u>	<u>Year Allocated</u>	<u>Allocation Amount</u>	<u>Unspent Allocations at June 30, 2021</u>	<u>Expenditures</u>	<u>Unspent Allocations at June 30, 2022</u>
Article 8	Streets & Road Maintenance	2015 - 16	\$ 635,989	\$ 369,850	\$ 332	\$ 369,518
Article 8	Streets & Road Maintenance	2016 - 17	528,228	508,228	-	508,228
Article 8	Streets & Road Maintenance	2017 - 18	470,946	470,946	-	470,946
Article 8	Streets & Road Maintenance	2018 - 19	449,930	449,930	-	449,930
Article 8	Streets & Road Maintenance	2021 - 22	140,204	-	-	140,204
			<u>\$ 2,225,297</u>	<u>\$ 1,798,954</u>	<u>\$ 332</u>	<u>\$ 1,938,826</u>



CROWE LLP
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Transportation Development Act (TDA) Article 8 Fund (TDA Fund) of the City of Adelanto, California (City) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the TDA Fund's basic financial statements, and have issued our report thereon dated November 20, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting of the TDA Fund (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and responses as items 2022-001 and 2022-002 that we consider to be material weaknesses.

(Continued)

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements of the TDA Fund of the City are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including Section 6666 of Part 21 of the California Code of Regulations and the allocation instructions of the San Bernardino County Transportation Authority (SBCTA), noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed one instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, including the requirements of Section 6666 of Part 21 of the California Code of Regulations and the allocation instructions of the SBCTA. This instance of noncompliance is described as item 2022-002 in the accompanying schedule of findings and responses.

The City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Crowe LLP

Los Angeles, California
November 20, 2024

CITY OF ADELANTO, CALIFORNIA
TRANSPORTATION DEVELOPMENT ACT FUND
SCHEDULE OF FINDINGS AND RESPONSES
Year Ended June 30, 2022

FINANCIAL STATEMENT FINDINGS

2022-001 – Financial Reporting (Material Weakness)

Criteria: Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank account reconciliations should be performed monthly and reviewed and approved in a timely manner. Management review over invoicing and expenditures should be in place to ensure the City has the ability to initiate, record, process, and report accurate financial data consistent with generally accepted accounting principles. If said functions are not segregated, additional monitoring review controls should be established to address and mitigate such risks.

Condition: Evidence of proper segregation of controls over revenue, expenditures, journal entries, and timely preparation and review of bank reconciliations were not present.

Questioned Costs: \$20,000

Cause: Due to the inadequate staffing within the finance department, management did not have an established and documented internal control to ensure proper management review over these processes.

Context: During our testing of operating effectiveness of controls over expenditures and walkthrough of internal controls, we noted a lack of review of interfund transfers, deposits, and journal entries.

Effect: Expenditures totaling \$20,000 were incorrectly charged to the Article 8 TDA Fund. The expenses were transfers to other City funds but lacked any substantiation (such as a cost allocation plan, for example) to substantiate the nature and allowability of such amounts.

Recommendation: We recommend that management establish a thorough system of internal controls, which are formally documented and implemented through policies and standard operating procedures. We recommend that management ensures manager approvals in place over all processes are formally documented in order to mitigate the risk of materially misstating the financial statements.

Views of responsible officials and planned corrective actions: The City concurs with the finding. As of May 2024, the City has hired an outside CPA firm in order to assist with the reconciliation of financial records, assist with compliance standards, and to assist in the implementation of internal controls to help prevent and detect future errors.

CITY OF ADELANTO, CALIFORNIA
TRANSPORTATION DEVELOPMENT ACT FUND
SCHEDULE OF FINDINGS AND RESPONSES
Year Ended June 30, 2022

COMPLIANCE FINDINGS

2022-002 – Unallowable Transactions (Noncompliance and Material Weakness)

Criteria: Funds allocated to and received by TDA claimants must be expended in conformance with the applicable statutes, rules, and regulations applicable to Section 6666 of Part 21 of the California Code of Regulations and the allocation instructions of the San Bernardino County Transportation Authority (SBCTA).

Condition: Quarterly interfund transfers were posted from the TDA Fund, but there was no review process over these entries. Furthermore, the entries lacked appropriate substantiation to qualify as allowable expenditures under the TDA guidelines.

Questioned Costs: \$20,000

Cause: Due to the inadequate staffing within the finance department, management did not have an established and documented internal control to ensure proper management review over these processes.

Context: During our testing of operating effectiveness of controls over expenditures, we noted that proper segregation of controls was not present. The preparer posted quarterly interfund transfers from the TDA Fund, but there was no review process over these entries. Per discussions with management, it was determined that proper approval was not present for this process.

Effect: Expenditures totaling \$20,000 were incorrectly charged to the Article 8 TDA Fund. The expenses were transfers to other City funds but lacked any substantiation (such as a cost allocation plan, for example) to substantiate the nature and allowability of such amounts.

Recommendation: We recommend that management review and strengthen their implementation of their internal controls in place for expenditures to ensure that only allowable costs are allocated to the TDA Fund.

Views of responsible officials and planned corrective actions: The City concurs with the finding. As of May 2024, the City has hired an outside CPA firm in order to assist with the reconciliation of financial records, assist with compliance standards, and to assist in the implementation of internal controls to help prevent and detect future errors.

CITY OF ADELANTO, CALIFORNIA
TRANSPORTATION DEVELOPMENT ACT FUND
SCHEDULE OF PRIOR YEAR FINDINGS
Year Ended June 30, 2022

2021-001 – Bank Account Reconciliation (Material Weakness)

The City's bank account reconciliation for June 2021 was not prepared until October 2023. The City did not perform a timely bank account reconciliation due to the City's lack of monthly closing procedures and the June 30, 2021 audit was delayed.

Status: Repeat finding reported in 2022 as part of financial statement finding 2022-01.

ATTACHMENT B**TOWN OF APPLE VALLEY, CALIFORNIA**

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Financial Statements

Fiscal Years Ended June 30, 2023 and 2022

TOWN OF APPLE VALLEY, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Fiscal Years Ended June 30, 2023 and 2022

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Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the accompanying financial statements of the Transportation Development Act ("TDA") Article 8, Section 99400(a) Fund ("TDA Fund") of the Town of Apple Valley, California ("Town"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the TDA Fund of the Town, as of June 30, 2023, and the respective changes in financial position of the TDA Fund of the Town for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities of the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matters

As discussed in Note 1, the financial statements present only the TDA Fund of the Town and do not purport to, and do not present fairly, the financial position of the Town as of June 30, 2023, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the TDA Fund of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Prior Year Comparative Information

The financial statements of the Town as of June 30, 2022, were audited by other auditors. Those auditors expressed an unmodified opinion on those financial statements in their report dated February 17, 2023.

Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Management is responsible for the other information included in the annual report. The other information comprises the *Schedule of Allocations Received and Expended by Project Year* but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 2, 2024 on our consideration of the Town's internal control over financial reporting for the TDA Fund and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.



Lake Forest, California
May 2, 2024

TOWN OF APPLE VALLEY, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Comparative Balance Sheets

June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
<u>Assets</u>		
Cash and investments (Note 3)	<u>\$ 1,331,462</u>	<u>\$ 897,966</u>
Total assets	<u>\$ 1,331,462</u>	<u>\$ 897,966</u>
<u>Liabilities and fund balance</u>		
Accounts Payable	<u>\$ 23,078</u>	<u>\$ 784</u>
Fund balance - restricted	<u>1,308,384</u>	<u>897,182</u>
Total liabilities and fund balance	<u>\$ 1,331,462</u>	<u>\$ 897,966</u>

See accompanying notes to financial statements

TOWN OF APPLE VALLEY, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Comparative Statement of Revenues, Expenditures, and Changes in Fund Balance

Fiscal Years Ended June 30, 2023 and 2022

	2023	2022
Revenues:		
TDA Article 8a funds	\$ 432,256	\$ 30,535
Other revenues	-	29,863
Interest revenues	10,232	2,664
Total revenues	442,488	63,062
Expenditures:		
Construction, maintenance, and engineering	31,286	16,771
Total expenditures	31,286	16,771
Net change in fund balance	411,202	46,291
Fund balance at beginning of year	897,182	850,891
Fund balance at end of year	\$ 1,308,384	\$ 897,182

See accompanying notes to financial statements

TOWN OF APPLE VALLEY, CALIFORNIA

Transportation Development Act Local Transportation Fund Article 8, Section 99400(a) Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2023 and 2022

(1) **General Information**

The financial statements are intended to reflect the financial position and changes in financial position of the Transportation Development Act Article 8, Section 99400(a) Funds (TDA Funds). Accordingly, the financial statements do not purport to, and do not, present fairly the financial position of the Town of Apple Valley, California (Town), as of June 30, 2023 and 2022, and changes in financial position thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Article 8a

San Bernardino County Transportation Authority (SBCTA) receives and passes through Article 8 funding to the local claimants for the purposes of local streets and roads in accordance with Section 99400 of the California Public Utilities Code, which may include those purposes necessary and convenient to the development, construction, and maintenance of the city, town, or county's streets and highway networks, which further includes planning and contributions to the transportation planning process, acquisition of real property, construction of facilities and buildings. The fund may also be used for passenger rail service operations and capital improvements.

Article 8 subdivision C further allows payments to counties, cities, towns, and transit districts for their administrative and planning cost with respect to transportation services. A claimant may also receive payments for capital expenditures to acquire vehicles and related equipment, bus shelters, bus benches, and communication equipment for the transportation services.

Payment of Article 8 to any entity that provides public transportation services under contract with the local county, city, town, or transit district for any group with special transportation assistance needs must be determined by SBCTA.

(2) **Summary of Significant Accounting Policies**

The accounting policies of the TDA Article 8a Fund of the Town conform to accounting principles generally accepted in the United States of America. The following is a summary of significant accounting policies:

Fund Accounting

The accounts of the Town are organized on the basis of funds and account groups. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related liabilities, obligations, reserves, and equity segregated for the purpose of carrying out specific

TOWN OF APPLE VALLEY, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2023 and 2022

(2) **Summary of Significant Accounting Policies (Continued)**

activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The Town accounts for the activity of the Article 8a funds in its TDA Fund which is a Special Revenue Fund. Special Revenue Funds are used to account for and report on a particular source of revenue.

Measurement Focus and Basis of Accounting

Special Revenue Funds are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the fiscal year. Expenditures generally are recorded when a liability is incurred.

Revenue Recognition

Recognition of revenues arising from nonexchange transactions, which include revenues from taxes, certain grants, and contributions, is based on the primary characteristic from which the revenues are received by the Town. For the Town, funds received under TDA Article 8a possess the characteristic of a voluntary nonexchange transaction similar to a grant. Revenues under TDA Article 8a are recognized in the period when all eligibility requirements have been met.

Deferred Inflows of Resources

Deferred inflows of resources-unavailable revenues represent revenues earned during the period but unavailable to liquidate current liabilities. These amounts are deferred and recognized in the period that the amounts become available. Deferred inflows of resources in the financial statements represent amounts due from other governments at year-end, and not collected with a timeframe to finance current year expenditures.

TOWN OF APPLE VALLEY, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2023 and 2022

(2) **Summary of Significant Accounting Policies (Continued)**

Fund Balance

The components of the fund balances of governmental funds reflect the component classifications described below.

- Nonspendable Fund Balance – includes amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact.
- Restricted Fund Balance – includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.
- Committed Fund Balance – includes amounts that can be used only for the specific purposes determined by a formal action of the Town.
- Assigned Fund Balance – includes amounts that are intended to be used by the Town for specific purposes, but do not meet the criteria to be classified as restricted or committed.
- Unassigned Fund Balance – includes any deficit fund balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

When restricted and unrestricted resources are available for expenditure for the same purpose, the Town expends restricted resources before unrestricted resources. Within unrestricted resources, the fund balance is depleted in the order of committed, assigned, and unassigned.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain amounts and disclosures. Accordingly, actual results could differ from those estimates.

TOWN OF APPLE VALLEY, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2023 and 2022

(3) **Cash and Investments**

The Town has pooled its cash and investments in order to achieve a higher return on investments while facilitating management of cash. The balance in the pool account is available to meet current operating requirements. Cash in excess of current requirements is invested in various interest-bearing accounts and other investments for varying terms. The TDA Fund's cash and investments as of June 30, 2023 and 2022 was \$1,331,462 and \$897,966, respectively.

The TDA Fund's cash is deposited in the Town's internal investment pool which is reported at fair value. Interest income is allocated on the basis of average cash balances. Investment policies and associated risk factors applicable to the TDA Fund are those of the Town and are included in the Town's basic financial statements.

See the Town's basic financial statements for disclosures related to cash and investments including those disclosures relating to interest rate risk, credit rate risk, custodial credit risk, and concentration risk.

(4) **Restrictions**

Funds received pursuant to the California Public Utilities Code §99400(a) (TDA Article 8a) may only be used for facilities provided for exclusive use by bicycle and pedestrian facilities or bicycle safety education programs.

(5) **Contingencies**

See the Town's basic financial statements for disclosures related to contingencies including those relating to various legal actions, administrative proceedings, or claims in the ordinary course of operations.

(6) **Budgetary Data**

The Town adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current fiscal year expenditures are charged against appropriations. Accordingly, actual revenues and expenditures can be compared with related budget amounts without any significant reconciling items.

Required Supplemental Information

TOWN OF APPLE VALLEY, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

Fiscal Year Ended June 30, 2023

	Budget		Actual	Variance From Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues:				
TDA Article 8a funds	\$ 70,000	\$ 70,000	\$ 432,256	\$ 362,256
Interest revenues	<u>9,000</u>	<u>9,000</u>	<u>10,232</u>	<u>1,232</u>
Total revenues	<u>79,000</u>	<u>79,000</u>	<u>442,488</u>	<u>363,488</u>
Expenditures:				
Construction, maintenance, and engineering	<u>132,000</u>	<u>654,500</u>	<u>31,286</u>	<u>623,214</u>
Total expenditures	<u>132,000</u>	<u>654,500</u>	<u>31,286</u>	<u>623,214</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ (53,000)</u>	<u>\$ (575,500)</u>	411,202	<u>\$ 986,702</u>
Fund balance at beginning of year			<u>897,182</u>	
Fund balance at end of year			<u>\$ 1,308,384</u>	

TOWN OF APPLE VALLEY, CALIFORNIA

Transportation Development Act Local Transportation Fund Article 8, Section 99400(a) Public Utilities Code

Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual

Fiscal Year Ended June 30, 2022

	Budget		Actual	Variance From Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues:				
TDA Article 8a funds	\$ 430,965	\$ 430,965	\$ 30,535	\$ (400,430)
Other revenues	-	-	29,863	29,863
Interest revenues	9,000	9,000	2,664	(6,336)
Total revenues	439,965	439,965	63,062	(376,903)
Expenditures:				
TDA expenditures	436,000	436,000	16,771	419,229
Total expenditures	436,000	436,000	16,771	419,229
Excess (deficiency) of revenues over (under) expenditures	\$ 3,965	\$ 3,965	46,291	\$ 42,326
Fund balance at beginning of year			850,891	
Fund balance at end of year			\$ 897,182	

Supplemental Information

CITY OF VICTORVILLE, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Schedule of Allocations Received and Expended, by Project Year

Fiscal Year Ended June 30, 2023

<u>Article</u>	<u>Project/Use</u>	<u>Year</u> <u>Allocated</u>	<u>Allocation</u> <u>Amount</u>	<u>Unspent</u> <u>Allocation at</u> <u>6/30/2022</u>	<u>Expenditures</u>	<u>Unspent</u> <u>Allocation at</u> <u>6/30/2023</u>
Article 8	Streets & Road Maintenance	2018-19	\$ 662,418	\$ 575,614	\$ 31,286	\$ 544,328
Article 8	Streets & Road Maintenance	2019-20	79,095	79,095	-	79,095
Article 8	Streets & Road Maintenance	2020-21	69,312	69,312	-	69,312
Article 8	Streets & Road Maintenance	2021-22	30,535	30,535	-	30,535
Article 8	Streets & Road Maintenance	2022-23	432,256	-	-	432,256
	Total current year article 8 allocations		\$ 1,273,616	\$ 754,556	\$ 31,286	\$ 1,155,526



Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Transportation Development Act Local Transportation Fund pursuant to Article 8, Section 99400(a) ("TDA Fund") of the Town of Apple Valley, California ("Town"), as of and for the year ended June 30, 2023 and the related notes to the financial statements, and have issued our report thereon dated May 2, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We identified certain deficiencies in internal control, described in the accompanying Schedule of Findings and Responses as item **2023-01** that we consider to be material weaknesses.

Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements of the TDA Fund of the Town are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including §6666 of Part 21 of the California Code of Regulations, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, including §6666 of Part 21 of the California Code of Regulations.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Lake Forest, California
May 2, 2024

TOWN OF APPLE VALLEY, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Schedule of Findings and Responses

Fiscal Year Ended June 30, 2023

2023-01 Bank Reconciliations Material Weakness

Criteria:

Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank reconciliations should be performed monthly and reviewed and approved in a timely manner.

Condition:

During procedures over cash and investments, we noted the Town's bank reconciliation for June 2023 was not prepared until April 2024. Further, the interest allocation to funds was not performed until April 2024.

Cause:

The Town did not perform a timely bank reconciliation or interest allocation due to significant staffing losses just prior to the commencement of the FY 2023 closing process. Additionally, the Town endured a forced bank transition during Q3/Q4 of FY 2022-23, as Union Bank merged with US Bank, and the Town was working diligently to sort out any residual issues resulting from this merger.

Effect:

The audit was delayed.

Recommendation:

We recommend that the Town review the timing of its reconciliation procedures.

View of Responsible Officials:

In addition to staff turnovers, the Town's bank (Union Bank) merged with US Bank in May 2023, that merger created significant delay in performing and completing bank reconciliation, particularly during May and June of 2023. With hiring efforts currently going in Finance, bank reconciliations will be completed in a timely manner.

TOWN OF APPLE VALLEY, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 8, Section 99400(a) Public Utilities Code

Summary Schedule of Prior Audit Findings

Fiscal Year Ended June 30, 2023

The status of the prior year findings for fiscal year 2021/22 are below.

Finding No.	Description	Status
2022-001	Timeliness of Bank Account Reconciliation	Not Implemented, Refer to 2023-01

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 3, Section 99234 Public Utilities Code

Financial Statements

Fiscal Years Ended June 30, 2023 and 2022

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 3, Section 99234 Public Utilities Code

Fiscal Years Ended June 30, 2023 and 2022

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Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the accompanying financial statements of the Transportation Development Act ("TDA") Article 3 Fund ("TDA Fund") of the City of Rialto, California ("City"), as of and for the years ended June 30, 2023 and 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the TDA Fund of the City, as of June 30, 2023 and 2022, and the respective changes in financial position of the TDA Fund of the City for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matters

As discussed in Note 1, the financial statements present only the TDA Fund of the City and do not purport to, and do not present fairly, the financial position of the City as of June 30, 2023 and 2022, the changes in its financial position, or, where applicable, its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the TDA Fund of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Prior Year Comparative Information

The financial statements of the City as of June 30, 2022, were audited by other auditors. Those auditors expressed an unmodified opinion on those financial statements in their report dated March 17, 2023.

Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The *Schedule of Allocations Received and Expended, by Project Year* is presented for the purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the *Schedule of Allocations Received and Expended, by Project Year* is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 6, 2024 on our consideration of the City's internal control over financial reporting for the TDA Fund and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Lake Forest, California
March 6, 2024

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund Article 3, Section 99234 Public Utilities Code

Comparative Balance Sheets

June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
<u>Assets</u>		
Cash and investments (Note 3)	\$ 20,960	\$ -
Accounts receivable (Note 4)	<u>-</u>	<u>387,021</u>
Total assets	<u>\$ 20,960</u>	<u>\$ 387,021</u>
<u>Liabilities, Deferred Inflows of Resources, and Fund Balance</u>		
Due to the City of Rialto (Note 5)	<u>\$ -</u>	<u>\$ 205,192</u>
Deferred inflows of resources		
Unavailable revenue	<u>-</u>	<u>387,021</u>
Fund (deficit) balance (Note 6)		
Restricted	20,960	-
Unassigned	<u>-</u>	<u>(205,192)</u>
Total liabilities and fund balance	<u>\$ 20,960</u>	<u>\$ 387,021</u>

See accompanying notes to financial statements

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund Article 3, Section 99234 Public Utilities Code

Comparative Statement of Revenues, Expenditures, and Changes in Fund Balance

Fiscal Years Ended June 30, 2023 and 2022

	2023	2022
Revenues:		
TDA Article 3 funds	\$ 226,000	\$ -
Investment Income	212	-
Total revenues	<u>226,212</u>	<u>-</u>
Expenditures:		
Construction, maintenance, and engineering	<u>-</u>	<u>226,000</u>
Total expenditures	<u>-</u>	<u>226,000</u>
Excess (deficiency) of revenues over (under) expenditures	<u>226,212</u>	<u>(226,000)</u>
Other financing sources (uses):		
Transfers out - Administrative expenses	<u>(60)</u>	<u>(64)</u>
Total other financing sources (uses)	<u>(60)</u>	<u>(64)</u>
Net change in fund balance	226,152	(226,064)
Fund (deficit) balance at beginning of year	<u>(205,192)</u>	<u>20,872</u>
Fund (deficit) balance at end of year	<u>\$ 20,960</u>	<u>\$ (205,192)</u>

See accompanying notes to financial statements

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 3, Section 99234 Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2023 and 2022

(1) **General Information**

The financial statements are intended to reflect the financial position and changes in financial position of the Transportation Development Act (TDA) Article 3 Fund only. Accordingly, the financial statements do not purport to, and do not, present fairly the financial position of the City of Rialto, California (City), as of June 30, 2023 and 2022, and changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Article 3

The City has entered into a Cooperative Agreement (TDA 3 Agreement) with San Bernardino County Transportation Authority (SBCTA) to enhance bicycle and pedestrian facilities in accordance with Section 99234 of the California Public Utilities Code (Code). According to the Code, TDA Article 3 monies may only be used for facilities provided for the exclusive use of pedestrians and bicycles, including the construction and related engineering expenditures of those facilities, the maintenance of bicycle trails (that are closed to motorized traffic) and bicycle safety education programs. TDA Article 3 Funds may also be used for transportation-related projects that enhance quality of life through the design of pedestrian walkways and bicycle facilities. TDA Article 3 projects may be stand-alone projects, such as projects that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots and transit terminals where other funds are available. TDA Article 3 projects may also be add-ons to normal transportation projects, such as additional sidewalk and bike lanes on a bridge, enhanced pedestrian lighting, and median refuge islands for pedestrians.

When an approved project is ready for construction, as evidenced by a contract award or commitment of the participating agency's resources, the participating agency submits a claim to SBCTA for disbursement of TDA Funds. The participating agency may submit the claim, either prior or subsequent to, incurring project expenditures. After review and approval of the claim, SBCTA issues the allocation disbursement instructions to the County Auditor-Controller. Following instruction from SBCTA, funds are disbursed from the County Local Transportation Fund to the participating agency. In accordance with the agreement, the City is required to provide matching funds equal to 10% of the project costs. The City satisfied the 10% match in the fiscal year by utilizing City funding for 10% of the total project costs incurred.

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 3. Section 99234 Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2023 and 2022

(2) Summary of Significant Accounting Policies

The accounting policies of the TDA Article 3 Fund of the City conform to accounting principles generally accepted in the United States of America. The following is a summary of significant accounting policies:

Fund Accounting

The accounts of the City are organized on the basis of funds and account groups. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related liabilities, obligations, reserves, and equity segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The City accounts for the activity of the Article 3 funds in its TDA Fund which is a Special Revenue Fund. Special Revenue Funds are used to account for and report on a particular source of revenue.

Measurement Focus and Basis of Accounting

Special Revenue Funds are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 90 days of the end of the fiscal year. Expenditures generally are recorded when a liability is incurred.

Revenue Recognition

Recognition of revenues arising from nonexchange transactions, which include revenues from taxes, certain grants, and contributions, is based on the primary characteristic from which the revenues are received by the City. For the City, funds received under TDA Article 3 possess the characteristic of a voluntary nonexchange transaction similar to a grant. Revenues under TDA Article 3 are recognized in the period when all eligibility requirements have been met.

Deferred Inflows of Resources

Deferred inflows of resources-unavailable revenues represent revenues earned during the period but unavailable to liquidate current liabilities. These amounts are deferred and recognized in the period that the amounts become available. Deferred inflows of resources in the financial statements represent amounts due from other governments at year-end, and not collected with a timeframe to finance current year expenditures.

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 3. Section 99234 Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2023 and 2022

(2) **Summary of Significant Accounting Policies (Continued)**

Fund Balance

The components of the fund balances of governmental funds reflect the component classifications described below.

- *Nonspendable Fund Balance* – includes amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact.
- *Restricted Fund Balance* – includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.
- *Committed Fund Balance* – includes amounts that can be used only for the specific purposes determined by a formal action of the City.
- *Assigned Fund Balance* – includes amounts that are intended to be used by the City for specific purposes, but do not meet the criteria to be classified as restricted or committed.
- *Unassigned Fund Balance* – includes any deficit fund balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

When restricted and unrestricted resources are available for expenditure for the same purpose, the City expends restricted resources before unrestricted resources. Within unrestricted resources, the fund balance is depleted in the order of committed, assigned, and unassigned.

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 3, Section 99234 Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2023 and 2022

(2) Summary of Significant Accounting Policies (Continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain amounts and disclosures. Accordingly, actual results could differ from those estimates.

(3) Cash and Investments

The City has pooled its cash and investments in order to achieve a higher return on investments while facilitating management of cash. The balance in the pool account is available to meet current operating requirements. Cash in excess of current requirements is invested in various interest-bearing accounts and other investments for varying terms. The TDA Fund's cash and investments as of June 30, 2023 and 2022 was \$20,960 and \$0, respectively.

The TDA Fund's cash is deposited in the City's internal investment pool which is reported at fair value. Interest income is allocated on the basis of average cash balances. Investment policies and associated risk factors applicable to the TDA Fund are those of the City and are included in the City's basic financial statements.

See the City's basic financial statements for disclosures related to cash and investments including those disclosures relating to interest rate risk, credit rate risk, custodial credit risk, and concentration risk.

(4) Accounts Receivable

Accounts receivable of \$0 and \$387,021 represent the TDA revenues which had not been received from SBCTA as of June 30, 2023 and 2022, respectively.

(5) Due to the City of Rialto

Due to the City of Rialto of \$0 and \$205,192 represents the amounts paid by the City on behalf of the TDA Fund for expenditures incurred for which reimbursements had not yet been received as of June 30, 2023 and June 30, 2022, respectively.

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 3. Section 99234 Public Utilities Code

Notes to Financial Statements

Fiscal Years Ended June 30, 2023 and 2022

(6) Fund Balance

The TDA Fund reported a fund balance of \$20,960 as of June 30, 2023, and a deficit fund balance of \$205,192 as of June 30, 2022. Article 3 revenues may be spent on projects, and then reimbursed after completion. As such, the timing difference between the expenditures and receipt of Article 3 revenues in fiscal year 2022 created a deficit fund balance. The obligation of the negative unassigned fund balance was paid by the fiscal year 2023 Article 3 revenues from SBTCA.

(7) Restrictions

Funds received pursuant to the California Public Utilities Code §99234 (TDA Article 3) may only be used for facilities provided for exclusive use by bicycle and pedestrian facilities or bicycle safety education programs.

(8) Contingencies

See the City's basic financial statements for disclosures related to contingencies including those relating to various legal actions, administrative proceedings, or claims in the ordinary course of operations.

(9) Budgetary Data

The City adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control is at the fund level.

Required Supplemental Information

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 3, Section 99234 Public Utilities CodeSchedule of Revenues, Expenditures
and Changes in Fund Balance - Budget and Actual

Fiscal Year Ended June 30, 2023

	Budget		Actual	Variance From Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues:				
TDA Article 3 funds	\$ 265,460	\$ 1,433,948	\$ 226,000	\$ (1,207,948)
Investment Income	200	200	212	12
Total revenues	265,660	1,434,148	226,212	(1,207,936)
Expenditures:				
Construction, maintenance, and engineering	-	1,182,950	-	1,182,950
Total expenditures	-	1,182,950	-	1,182,950
Excess (deficiency) of revenues over (under) expenditures	265,660	251,198	226,212	(24,986)
Other financing sources (uses):				
Transfers out - Administrative expenses	(60)	(60)	(60)	-
Total other financing sources (uses)	(60)	(60)	(60)	-
Net change in fund balance	\$ 265,600	\$ 251,138	226,152	\$ (24,986)
Fund (deficit) balance at beginning of year			(205,192)	
Fund balance at end of year			\$ 20,960	

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 3, Section 99234 Public Utilities CodeSchedule of Revenues, Expenditures,
and Changes in Fund Balance - Budget and Actual

Fiscal Year Ended June 30, 2022

	Budget		Actual	Variance From Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues:				
TDA Article 3 funds	\$ -	\$ 1,168,518	\$ -	\$ (1,168,518)
Total revenues	-	1,168,518	-	(1,168,518)
Expenditures:				
Construction, maintenance, and engineering	-	1,408,949	226,000	1,182,949
Total expenditures	-	1,408,949	226,000	1,182,949
Excess (deficiency) of revenues over (under) expenditures	-	(240,431)	(226,000)	14,431
Other financing sources (uses):				
Transfers out - Administrative expenses	(64)	(64)	(64)	-
Total other financing sources (uses)	(64)	(64)	(64)	-
Net change in fund balance	\$ (64)	\$ (240,495)	(226,064)	\$ 14,431
Fund balance at beginning of year			20,872	
Fund (deficit) balance at end of year			\$ (205,192)	

Supplemental Information

CITY OF RIALTO, CALIFORNIA

Transportation Development Act Local Transportation Fund
Article 3, Section 99234 Public Utilities Code

Schedule of Allocations Received and Expended, by Project Year

Fiscal Year Ended June 30, 2023

Article	Project/Use	Year Allocated	Allocation Amount	Unspent Allocation at 06/30/2022	Expenditure	Unspent Allocation at 06/30/2023
Article 3	Easton Sidewalk Improvements	2019	\$ 226,000	\$ -	\$ -	\$ -
Article 3	Merrill Safe Routes to School	2021	639,405	639,405	-	639,405
Article 3	Sycamore Safe Routes to School	2021	457,616	457,616	-	457,616
Totals			<u>\$ 1,323,021</u>	<u>\$ 1,097,021</u>	<u>\$ -</u>	<u>\$ 1,097,021</u>

Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Transportation Development Act Local Transportation Fund pursuant to Article 3 ("TDA Fund") of the City of Rialto, California ("City"), as of and for the years ended June 30, 2023 and 2022, and the related notes to the financial statements, and have issued our report thereon dated March 6, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements of the TDA Fund of the City are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including §6666 of Part 21 of the California Code of Regulations, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, including §6666 of Part 21 of the California Code of Regulations.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Lake Forest, California
March 6, 2024

Minute Action

AGENDA ITEM: 8

Date: May 7, 2025

Subject:

Fiscal Year 2024/2025 Budget Amendments and Contract No. 25-1003291 for an Enterprise Resource Planning Solution

Recommendation:

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

A. Approve an amendment to the Fiscal Year 2024/2025 Budget for Task No. 0313 – Transit Right-of-Way Management to add expenditures in the amount of \$12,500 to move fund balance from the Special Revenue Fund (Fund 2840) to the General Fund (Fund 1096) for Right-of-Way operations.

B. Approve an amendment to the Fiscal Year 2024/2025 Budget for Task No. 0605 – Public Affairs to add expenditures in the amount of \$500,000 in Local Transportation Funds (Fund 1040) for educational support for Measure I, including consultants, surveys, and collateral materials.

C. Approve an amendment to the Fiscal Year 2024/2025 Budget for Task No. 0430 – Risk Management to substitute \$80,000 Local Projects Funds (Fund 6010) and \$21,000 Indirect Cost Funds (Fund 7001) with Rail Assets funds (Fund 1080) in the amount of \$101,000, for a zero net increase to the fiscal year budget.

D. Approve an amendment to the Fiscal Year 2024/2025 Budget for Task No. 0430 – Risk Management to increase Rail Assets funds (Fund 1080) in the amount of \$186,000, to cover the operating transfer from the prior fiscal years.

E. Approve an amendment to the Fiscal Year 2024/2025 Budget for Task No. 0310 – Transit Allocations/Pass-throughs to add expenditures in the amount of \$3,500,000 in State of Good Repair Pass-through funds (Fund 3610) for allocation disbursements to transit operators.

F. Authorize the Executive Director, or his designee, to finalize and execute Contract No. 25-1003291 with Oracle Corporation for software as a service to include NetSuite for Government for a not-to-exceed amount of ~~\$300,000~~ **\$600,000**, to be funded with Measure I administration funds, for a three-year term through May 31, 2028, subject to approval as to form by SBCTA General Counsel.

Background:

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

In order to identify any major budgetary changes during the fiscal year, the Finance Department compares actual expenditures and revenues to the budget. All other departments are responsible for identifying other budget adjustments necessary as a result of: 1) programmatic adjustments required to maintain compliance with applicable federal and state law and internal policies such

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 7, 2025

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as Measure I Policies; 2) additional funds made available from allocations or grants; 3) unforeseen costs; or 4) other unexpected changes.

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

Recommendation A:

Electric Vehicle Charging revenues were recorded in the Special Revenue Fund through fiscal year 2022 (Fund 2840). In fiscal year 2023, these revenues have been accounted for in the General Fund (Fund 1096) as the revenues generated are not sufficient to fully support the activities associated. This adjustment is to allow the transfer of the residual balance of \$12,500 from the Special Revenue Fund to the General Fund for use in the Transit Right-of-Way Management task.

Recommendation B:

In preparation for the 2026 election cycle, this item is intended to provide educational support for Measure I, including consultants, surveys, and collateral materials. An adjustment in the amount of \$500,000 for Task 0605 – Public Affairs will be funded by Local Transportation Fund (Fund 1040).

Recommendation C:

SBCTA's property insurance includes coverage of core station assets such as the platforms, canopies and pedestrian grade crossing structures located at Metrolink Stations throughout the county, in addition to the Arrow Maintenance Facility, a Rail Crew House located at the San Bernardino Transit Center, and the Historic Santa Fe Depot which hosts SBCTA's offices. Through various cooperative agreements with each of the cities the cities are responsible for half of the cost to insure the core station assets located at their respective Metrolink Stations. The requested funding swap is necessary to fund SBCTA's half of the property insurance cost for insuring the core station assets and other rail related assets out of the Rail Assets fund to be paid for using the Rail Assets fund (fund 1080) instead of Local Projects Fund (Fund 6010) and the Indirect Cost Fund (Fund 7001).

Recommendation D:

Similar to Recommendation C, this recommendation is to recognize the cost associated with insurance premiums in the Rail Assets funds (Fund 1080). The requested budget increase is necessary to fund the operating transfer for Fiscal Year 2022/2023 and Fiscal Year 2023/2024.

Recommendation E:

SBCTA disburses Senate Bill 1 State of Good Repair Funds to transit operators as they are received from the State, except for allocations to Southern California Regional Rail Authority (SCRRA), which are disbursed on a reimbursement basis. The Fiscal Year 2024/2025 apportionment was higher than anticipated during preparation of the budget, and SCRRA has requested reimbursements at a higher rate than anticipated, resulting in a need to increase the anticipated expenditures for Fiscal Year 2024/2025 by \$3.5 million.

Board of Directors Agenda Item

May 7, 2025

Page 3

Recommendation F:

In accordance with Policy No. 11000 Section VI. B., Cooperative Procurements (piggybacking), SBCTA is able to “piggyback” off of the National Association of State Procurement Officials procurement of a contract with Oracle Corporation for an Enterprise Resource Planning (ERP) solution. The solution is NetSuite for Governments utilizing the cloud platform for software as a solution. SBCTA’s current Eden accounting software will not be supported as of March 2027 and needs to be replaced.

This item is to request the Executive Director, or his designee, to execute Contract No. 25-1003291 with Oracle Corporation for the implementation of an ERP solution and an agreement term of 3 years. The budget for this will be included in the Fiscal Year 2025/2026 budget under the Finance task.

Financial Impact:

Budget amendments are required as described in Recommendations A, B, C, D, and E and described in the Background section of this item. The budget for Recommendation F will be included in the proposed Budget for Fiscal Year 2025/2026 and funded with Measure I Administration funds in Program 01, General.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 9, 2025.

Responsible Staff:

Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

Contract No:	<u>25-1003291</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Finance</u>
Vendor No.:	<u>Unknown</u>	Vendor Name:	<u>Oracle Corporation</u>
Description:	<u>Software as a service - NetSuite for Government</u>		
List Any Related Contract Nos.:			

Dollar Amount							
Original Contract		\$	600,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	600,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	600,000.00

Board of Directors	Date: 05/07/2025	Board	Item # 11543
Contract Management (Internal Purposes Only)			

Board of Directors Date: 05/07/2025 Board Item # 11543

Other Contracts	Sole Source?	No	N/A
Local	Services		N/A

[illegible]

Lisa Lazzar

Task Manager (Print Name)

Additional Notes:

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Master Agreement #: AR2487

Contractor: ORACLE AMERICA INC.

Participating Entity: STATE OF XXXXX

The following products or services are included in this contract portfolio:

- Removable Example: All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

The following products or services are not included in this agreement:

- Removable Example: Product modifications.
- Removable Example: Installation services.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** led by the State of Utah for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

[Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.]

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of [xxxxxxx]. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Contractor

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Participating Entity

Name:	
Address:	
Telephone:	
Fax:	
Email:	

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

[Removable Instruction: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the box above and delete this paragraph.]

6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of [xxxxxx], as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

**Please email fully executed PDF copy of this document
to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.**

Minute Action

AGENDA ITEM: 9

Date: May 7, 2025

Subject:

Award Contract No. 25-1003210 and Contract No. 25-1003277 for On-Call Audit and Price Review Services

Recommendation:

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

- A. Award Contract No. 25-1003210 to Crowe LLP, to provide On-Call Audit and Price Review Services for a five-year term for an amount described in Recommendation C.
- B. Award Contract No. 25-1003277 to Vasquez & Company LLP, to provide On-Call Audit and Price Review Services for a five-year term for an amount described in Recommendation C.
- C. Approve a total not-to-exceed amount of \$800,000 for both Crowe LLP, (25-1003210) and Vasquez & Company LLP, (25-1003277).

Background:

On December 5, 2024, San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 25-1003210 for On-Call Audit and Price Review Services, which was sent electronically to approximately 210 consultants registered on PlanetBids. 17 firms downloaded the solicitation.

On January 16, 2025, two proposals were received and found to be responsive by the Procurement Analyst. The Evaluation Committee was comprised of three staff from SBCTA. Evaluators concluded their individual review of the proposals and convened to review and discussed the proposals. The committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience, and References--20 points; Proposed Staffing and Project Organization--30 points; Work Plan--20 points; and Price--30 points.

The Evaluation Committee considered both firms qualified to perform the work specified in the RFP. Based on the scoring of the technical proposal, both firms are qualified to conduct the scope of work and were selected to sit on the bench of on-call firms. Both Crowe LLP and Vasquez & Company LLP were able to successfully demonstrate a thorough understanding of the scope of work and proposed a qualified team and work plan.

Work under the on-call contracts will be issued on a Contract Task Order (CTO) basis and in accordance with SBCTA's On-Call CTO policies and procedures. Per SBCTA's procedures, once the scope of work for a CTO is defined, it is released to the prequalified firms requesting a proposal. SBCTA staff evaluates the proposals and assigns the CTO to the firm that best meets the project requirements based on criteria that includes, but is not limited to, schedule, cost, proposed staff experience, expertise, availability, and proven success. Requesting proposals from each prequalified firm maintains the integrity of a competitive process, ensuring the best overall value to SBCTA for each CTO.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 7, 2025

Page 2

Financial Impact:

On-Call Audit and Price Review Services are included in the adopted Budget for Fiscal Year 2024/2025 and funding will be determined based on the services requested on each Contract Task Order.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 9, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.

Responsible Staff:

Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

Contract No:	<u>25-1003210</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Finance</u>
Vendor No.:	<u>03291</u>	Vendor Name:	<u>Crowe LLP</u>
Description:	<u>On-Call Audit and Price Review Services</u>		

Dollar Amount							
Original Contract		\$	400,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	400,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	400,000.00

Board of Directors	Date: 05/07/2025	Board	Item # 11545
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Other Contracts		Sole Source?	No	N/A
Local	Professional Services (Non-A&E)			Monthly

Estimated Start Date:	05/07/2025	Expiration Date:	04/30/2030	Revised Expiration Date:
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NHS: N/A

QMP/QAP:

QMP/QAP: N/A

Prevailing Wage: N/A

N/A

[illegible]

Lisa Lazzar

Project Manager (Print Name)

Lisa Lazzar

Task Manager (Print Name)

Additional Notes: Shares the NTE amount of \$800,000 with 25-1003277 - Vasquez & Company LLP. The account string will depend on the services in each CTO.

CONTRACT NO. 25-1003210**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****CROWE LLP****FOR****ON-CALL AUDIT AND PRICE REVIEW 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 Crowe LLP ("CONSULTANT"), whose address is 801 S. Figueroa Street, Suite 1750, Los Angeles, CA 90017. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties."

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. 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; issuing, executing and amending CTOs; and 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 or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through April 30, 2030, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to the Bench of CONSULTANTS is Eight Hundred Thousand Dollars (\$800,000). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal for Time and Materials" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B.
- 3.3 As audit and price review services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 INTENTIONALLY OMITTED.
- 3.5 INTENTIONALLY OMITTED
- 3.6 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.

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

ap@gosbcta.com

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

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's

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

4.7 INTENTIONALLY OMITTED

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA and/or its authorized representatives access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

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

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

ARTICLE 10. REPORTING AND DELIVERABLES

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

ARTICLE 11. TECHNICAL DIRECTION

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

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

11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:

11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.

12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

12.3 Notwithstanding anything herein this Agreement to the contrary, if, at any time during the Term, after being notified of a change to the Work, CONSULTANT determines in CONSULTANT's sole discretion that implementation of such a change would impair CONSULTANT's independence in accordance with professional standards, and CONSULTANT declines to so comply with the change in Work, CONSULTANT shall provide SBCTA with timely written notice of such election. SBCTA may then timely choose to waive in writing the requirement for compliance with the change to CONSULTANT, or to terminate the applicable this Agreement, for convenience, without liability or penalty to either party.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and

policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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

ARTICLE 14. CONFLICT OF INTEREST

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

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Bert Nuehring	Engagement Partner
Jennifer Richards	Concurring Partner
Kathy Lai	Concurring Partner
Sam Twyman	Lead Project Manager

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

ARTICLE 18. TERMINATION

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

- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.
- 18.4 CONSULTANT's termination for cause. If CONSULTANT determines that auditors' professional standards would be violated by CONSULTANT's continuing Work for SBCTA due to action or inaction by SBCTA, CONSULTANT shall provide SBCTA written notice of such determination including the specific facts or circumstances and standards underlying and supporting such determination. Immediately, SBCTA shall commence curing such action or inaction to enable CONSULTANT to avoid violating such professional standards, and shall diligently prosecute such cure to completion within a reasonable time under the circumstances. If SBCTA fails to commence or prosecute such cure in accordance with this section, CONSULTANT may give SBCTA written notice of termination of this Contract specifying the date of Contract termination.

18.4.1 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 of 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 For Cause" above.

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$5,000,000 per claim
- An annual aggregate limit of not less than \$5,000,000

- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.

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

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence with 7,000,000 aggregate.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$5,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The SBCTA contract number and a brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).

- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$2,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.

- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Cyber Liability Insurance. Shall be appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

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

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

by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate.

- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article (excluding Technology/Cyber) to waive all rights of subrogation against the

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

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

not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

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

ARTICLE 22. INDEMNITY

22.1 Intentionally omitted.

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

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract, subject to section 17.1, shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's financial, time and expense data related to tasks under this Contract 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). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CROWE LLP	To SBCTA
801 S. Figueroa Street, Suite 1750	1170 W. 3rd Street, 2nd Floor
Los Angeles, CA 90017	San Bernardino, CA 92410-1715
Attn: Bert Nuehring	Attn: Lisa Lazzar
Email: Bert.Nuehring@crowe.com	Email: llazzar@gosbcta.com
Phone: (630) 706-2071	Phone: (909) 884-8276
2nd Contact: Jennifer Richards	Copy: Procurement Manager
Email: Jennifer.richards@crowe.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

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

of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have fifteen (15) business 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. CONSULTANT may suspend performance at any time, without liability or penalty, if doing so is, in CONSULTANT's reasonable judgment, required by professional standards or continued performance would result in an independence violation thereunder.

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

CONSULTANT will issue written reports upon completion of their audits in scope of this agreement. Circumstances may arise in which the CONSULTANT's reports may differ from its expected form and content based on the results of their audits. Depending on the nature of these circumstances, it may be necessary for CONSULTANT to modify their opinion(s) or add an emphasis-of-matter paragraph or other-matter paragraph to their auditor's reports.

If circumstances arise relating to the condition of the auditees' records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements or compliance because of error, fraudulent financial reporting, or misappropriation of assets which, in the CONSULTANT's professional judgment, prevents them from completing the audit or forming an opinion, the CONSULTANT retains the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

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

Intentionally Omitted

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

CROWE LLP

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Bert Nuehring
Partner

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”**

SCOPE OF WORK ON-CALL INTERNAL AUDIT AND PRICE REVIEW SERVICES

BACKGROUND

The San Bernardino County Transportation Authority (SBCTA) is the transportation planning agency for San Bernardino County. SBCTA manages joint regional planning efforts and works to develop an efficient multi-modal transportation system across the county.

SBCTA supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts, and long-term planning studies. SBCTA administers major programs funded by Measure I, the half-cent sales tax collected throughout San Bernardino County to fund transportation upgrades. Voters approved the measure in 1989 and in 2004 overwhelmingly voted to extend it until 2040.

SERVICES

SBCTA is looking for one or more qualified firms to provide on-call support to help staff implement Board-adopted policies and Federal regulations concerning the procurement of goods and services.

Pre-Award Price Review Requirements

- 1) Ensuring that the proposed labor rates, overhead rate (home and field), other direct costs, and fixed fees are reasonable, allowable, allocable, and compliant with the Federal Acquisition Regulations (FAR) Part 31.2;
 - A California Department of Transportation (Caltrans) Acceptance ID is acceptable if it matches the proposed rate. Documentation from Caltrans showing the accepted rate is required.
- 2) Evaluating if the pricing or cost data is up-to-date, accurate, and complete. Additionally, assess whether the Contractor's accounting system is sufficient for identifying, recording, and tracking costs; separating direct and indirect costs; and ensuring consistent accounting practices.
- 3) Requesting Caltrans Local Assistance Procedures Manual (LAPM) Consultant Annual Certification of Indirect Costs and Financial Management System (form 10K) from Prime contractors and Subcontractors.

SBCTA will perform pre-award price reviews for competitive procurements exceeding \$150,000 when the proposal is assessed based on technical merit rather than cost. These procurements generally are for:

- Architectural and Engineering Services

Additionally, SBCTA may conduct pre-award price reviews of the following types of procurements:

- Single bid procurements
- Sole source procurements

Approximately 5 - 10 pre-award price reviews are required to be performed each fiscal year. Other services may include audits and agreed-upon procedures to review reimbursement requests for programs, such as Project Advance Agreements and other pre-expenditures.

Audits Conforming to LAPM

LAPM Chapter 10 Consultant Selection

10.1.3 A&E Consultant Audit and Review Process, page 12, January 2024 or current equivalent.

This section outlines the audit and review process for A&E contracts that at any time use state or federal funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government.

Applicable Standards

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

Local agencies, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. Local agencies are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- LAPM
- State and Federal agreements between local agencies and Caltrans, (i.e., Master Agreements);
- Project Program Supplemental Agreements;
- 23 United States Code (U.S.C.), Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11-- the Brooks Act;
- 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1 - Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Chapter 1, Part 31 - Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards (CAS);
- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4525-4529;
- Proposed contract terms and conditions; and
- American Association of State Highway and Transportation Officials Audit Guide

Pre-Award Price Reviews

All pre-award price reviews shall be conducted following Government Auditing Standards issued by the Comptroller General of the United States as well as the cost principles identified in 48 CFR part 31. Auditing Firms will be selected from a pre-established or on-call list of firms to perform the pre-award price reviews on a sequential basis. Each of the pre-award price reviews should include some or all of the following objectives:

- a. To ensure that the proposer's proposed labor rates, overhead rates, other direct costs, and fixed fee are reasonable, allowable, and allocable and in conformity with the Federal Acquisition Regulations;
- b. To ensure the proposer(s) complied with applicable prevailing wage rates;
- c. To ascertain that the pricing or cost data are current, accurate, and complete;
- d. To determine whether the proposer(s) is financially sound and stable; and
- e. To determine the adequacy of the proposer's accounting systems in order to identify, account for, record, and accumulate costs; to identify and segregate direct and indirect costs; and to determine consistency in accounting treatment of costs.

Written Reports

Independent Accountant's Report for Applying Agreed-Upon Procedures (AUP) will be issued for each pre-award price review performed. In addition to AUP exceptions, all issues or concerns arising while performing the AUPs, such as internal control issues, should be provided in the report. Reports will be submitted to SBCTA's Chief Financial Officer.

Other Services

SBCTA may request, on an as-needed basis, other auditing services relative to the finance and procurement functions, such as closeout audits for capital construction projects or other service contracts. For example, review of expenditures covered by Measure I revenue for compliance with the expenditure plan and program policies. Also, a review of internal control procedures and policies based on criteria outlined in Internal Control-Integrated Framework published by the Committee of Sponsoring Organizations of the Treadway Committee (the COSO Report), as well as the criteria for effective financial management systems established by the DTA, based on 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements on State and Local Governments (which was superseded by 2 CFR Part 200 and 2 CFR Part 1201 (for exceptions that the Department of Transportation received), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

EXHIBIT “B”
“PRICE PROPOSAL FOR TIME AND MATERIALS”

Contract No:	<u>25-1003277</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Finance</u>
Vendor No.:	<u>04015</u>	Vendor Name:	<u>Vasquez & Company LLP</u>
Description:	<u>On-Call Audit and Price Review Services</u>		

Dollar Amount							
Original Contract		\$	400,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	400,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	400,000.00

Board of Directors	Date: 05/07/2025	Board	Item # 11545
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Other Contracts		Sole Source?	No	N/A
Local	Professional Services (Non-A&E)			Monthly

Estimated Start Date:	05/07/2025	Expiration Date:	04/30/2030	Revised Expiration Date:
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NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

[illegible]

Lisa Lazzar

Project Manager (Print Name)

Lisa Lazzar

Task Manager (Print Name)

Additional Notes: Shares the NTE amount of \$800,000 with 25-1003210 - Crowe LLP. The account string will depend on the services in each CTO.

CONTRACT NO. 25-1003277**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****VASQUEZ & COMPANY LLP****FOR****ON-CALL AUDIT AND PRICE REVIEW 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 Vasquez & Company LLP ("CONSULTANT"), whose address is 655 N. Central Avenue, Glendale, CA 91203. 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, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. 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; issuing, executing and amending CTOs; and 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 or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through April 30, 2030, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to the Bench of CONSULTANTS is Eight Hundred Thousand Dollars (\$800,000). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal for Time and Materials" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B.
- 3.3 As audit and price review services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 INTENTIONALLY OMITTED.
- 3.5 INTENTIONALLY OMITTED
- 3.6 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.

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

ap@gosbcta.com

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

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's

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

4.7 INTENTIONALLY OMITTED

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA and/or its authorized representatives access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

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

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

ARTICLE 10. REPORTING AND DELIVERABLES

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

ARTICLE 11. TECHNICAL DIRECTION

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

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

11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:

11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.

12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

12.3 Notwithstanding anything herein this Agreement to the contrary, if, at any time during the Term, after being notified of a change to the Work, CONSULTANT determines in CONSULTANT's sole discretion that implementation of such a change would impair CONSULTANT's independence in accordance with professional standards, and CONSULTANT declines to so comply with the change in Work, CONSULTANT shall provide SBCTA with timely written notice of such election. SBCTA may then timely choose to waive in writing the requirement for compliance with the change to CONSULTANT, or to terminate the applicable this Agreement, for convenience, without liability or penalty to either party.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and

policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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

ARTICLE 14. CONFLICT OF INTEREST

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

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Roger A. Martinez, CPA	Project Manager/ Lead Partner
Christy a Canieda, CPA, CGMA	Quality Control Partner
Isidro (Cid) Conde, CPA	Audit 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; provided, however, CONSULTANT's working papers and audit opinions shall remain the property of CONSULTANT.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT or its employees or agents. 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.
- 17.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information (“PII”) and/or Sensitive Security Information (“SSI”) will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

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

- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.
- 18.4 CONSULTANT's termination for cause. If CONSULTANT determines that auditors' professional standards would be violated by CONSULTANT's continuing Work for SBCTA due to action or inaction by SBCTA, CONSULTANT shall provide SBCTA written notice of such determination including the specific facts or circumstances and standards underlying and supporting such determination. Immediately, SBCTA shall commence curing such action or inaction to enable CONSULTANT to avoid violating such professional standards, and shall diligently prosecute such cure to completion within a reasonable time under the circumstances. If SBCTA fails to commence or prosecute such cure in accordance with this section, CONSULTANT may give SBCTA written notice of termination of this Contract specifying the date of Contract termination.
- 18.4.1 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 of 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 For Cause" above.

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$5,000,000 per claim
- An annual aggregate limit of not less than \$5,000,000

- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.

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

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence with 7,000,000 aggregate.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$5,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The SBCTA contract number and a brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).

- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$2,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.

- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Cyber Liability Insurance. Shall be appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

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

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

by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate.

- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article (excluding Technology/Cyber) to waive all rights of subrogation against the

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

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

not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

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

ARTICLE 22. INDEMNITY

22.1 Intentionally omitted.

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

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract, subject to section 17.1, shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's financial, time and expense data related to tasks under this Contract 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). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To VASQUEZ & COMPANY LLP	To SBCTA
655 N. Central Avenue	1170 W. 3rd Street, 2nd Floor
Glendale, CA 91203	San Bernardino, CA 92410-1715
Attn: Roger A. Martinez	Attn: Lisa Lazzar
Email: ram@vasquezcpa.com	Email: llazzar@gosbcta.com
Phone: (213) 873-1703	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 fifteen (15) business 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. CONSULTANT may suspend performance at any time, without liability or penalty, if doing so is, in CONSULTANT's reasonable judgment, required by professional standards or continued performance would result in an independence violation thereunder.

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

CONSULTANT will issue written reports upon completion of their audits in scope of this agreement. Circumstances may arise in which the CONSULTANT's reports may differ from its expected form and content based on the results of their audits. Depending on the nature of these circumstances, it may be necessary for CONSULTANT to modify their opinion(s) or add an emphasis-of-matter paragraph or other-matter paragraph to their auditor's reports.

If circumstances arise relating to the condition of the auditees' records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements or compliance because of error, fraudulent financial reporting, or misappropriation of assets which, in the CONSULTANT's professional judgment, prevents them from completing the audit or forming an opinion, the CONSULTANT retains the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

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

Intentionally Omitted

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

VASQUEZ & COMPANY LLP

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Roger A. Martinez
Partner

Date: _____

By: _____
Ray Marquez
President, Board of Directors

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”**

SCOPE OF WORK

ON-CALL INTERNAL AUDIT AND PRICE REVIEW SERVICES

BACKGROUND

The San Bernardino County Transportation Authority (SBCTA) is the transportation planning agency for San Bernardino County. SBCTA manages joint regional planning efforts and works to develop an efficient multi-modal transportation system across the county.

SBCTA supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts, and long-term planning studies. SBCTA administers major programs funded by Measure I, the half-cent sales tax collected throughout San Bernardino County to fund transportation upgrades. Voters approved the measure in 1989 and in 2004 overwhelmingly voted to extend it until 2040.

SERVICES

SBCTA is looking for one or more qualified firms to provide on-call support to help staff implement Board-adopted policies and Federal regulations concerning the procurement of goods and services.

Pre-Award Price Review Requirements

- 1) Ensuring that the proposed labor rates, overhead rate (home and field), other direct costs, and fixed fees are reasonable, allowable, allocable, and compliant with the Federal Acquisition Regulations (FAR) Part 31.2;
 - A California Department of Transportation (Caltrans) Acceptance ID is acceptable if it matches the proposed rate. Documentation from Caltrans showing the accepted rate is required.
- 2) Evaluating if the pricing or cost data is up-to-date, accurate, and complete. Additionally, assess whether the Contractor's accounting system is sufficient for identifying, recording, and tracking costs; separating direct and indirect costs; and ensuring consistent accounting practices.
- 3) Requesting Caltrans Local Assistance Procedures Manual (LAPM) Consultant Annual Certification of Indirect Costs and Financial Management System (form 10K) from Prime contractors and Subcontractors.

SBCTA will perform pre-award price reviews for competitive procurements exceeding \$150,000 when the proposal is assessed based on technical merit rather than cost. These procurements generally are for:

- Architectural and Engineering Services

Additionally, SBCTA may conduct pre-award price reviews of the following types of procurements:

- Single bid procurements
- Sole source procurements

Approximately 5 - 10 pre-award price reviews are required to be performed each fiscal year. Other services may include audits and agreed-upon procedures to review reimbursement requests for programs, such as Project Advance Agreements and other pre-expenditures.

Audits Conforming to LAPM

LAPM Chapter 10 Consultant Selection

10.1.3 A&E Consultant Audit and Review Process, page 12, January 2024 or current equivalent.

This section outlines the audit and review process for A&E contracts that at any time use state or federal funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government.

Applicable Standards

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

Local agencies, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. Local agencies are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- LAPM
- State and Federal agreements between local agencies and Caltrans, (i.e., Master Agreements);
- Project Program Supplemental Agreements;
- 23 United States Code (U.S.C.), Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11-- the Brooks Act;
- 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1 - Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Chapter 1, Part 31 - Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards (CAS);
- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4525-4529;
- Proposed contract terms and conditions; and
- American Association of State Highway and Transportation Officials Audit Guide

Pre-Award Price Reviews

All pre-award price reviews shall be conducted following Government Auditing Standards issued by the Comptroller General of the United States as well as the cost principles identified in 48 CFR part 31. Auditing Firms will be selected from a pre-established or on-call list of firms to perform the pre-award price reviews on a sequential basis. Each of the pre-award price reviews should include some or all of the following objectives:

- a. To ensure that the proposer's proposed labor rates, overhead rates, other direct costs, and fixed fee are reasonable, allowable, and allocable and in conformity with the Federal Acquisition Regulations;
- b. To ensure the proposer(s) complied with applicable prevailing wage rates;
- c. To ascertain that the pricing or cost data are current, accurate, and complete;
- d. To determine whether the proposer(s) is financially sound and stable; and
- e. To determine the adequacy of the proposer's accounting systems in order to identify, account for, record, and accumulate costs; to identify and segregate direct and indirect costs; and to determine consistency in accounting treatment of costs.

Written Reports

Independent Accountant's Report for Applying Agreed-Upon Procedures (AUP) will be issued for each pre-award price review performed. In addition to AUP exceptions, all issues or concerns arising while performing the AUPs, such as internal control issues, should be provided in the report. Reports will be submitted to SBCTA's Chief Financial Officer.

Other Services

SBCTA may request, on an as-needed basis, other auditing services relative to the finance and procurement functions, such as closeout audits for capital construction projects or other service contracts. For example, review of expenditures covered by Measure I revenue for compliance with the expenditure plan and program policies. Also, a review of internal control procedures and policies based on criteria outlined in Internal Control-Integrated Framework published by the Committee of Sponsoring Organizations of the Treadway Committee (the COSO Report), as well as the criteria for effective financial management systems established by the DTA, based on 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements on State and Local Governments (which was superseded by 2 CFR Part 200 and 2 CFR Part 1201 (for exceptions that the Department of Transportation received), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

EXHIBIT “B”
“PRICE PROPOSAL FOR TIME AND MATERIALS”

Minute Action

AGENDA ITEM: 10

Date: May 7, 2025

Subject:

Amendment No. 2 to Contract No. 23-1002833 for Development of an Operations Model for Toll Operations

Recommendation:

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

Approve Amendment No. 2 to Contract No. 23-1002833 with PFM Financial Advisors, LLC, for financial advisory services for the development of an operations model for toll operations to increase the amount by \$40,000, for a total not-to-exceed amount of \$146,687, and amend the Scope of Work to incorporate ongoing maintenance of the operations model and assistance with meeting the reporting requirements of the trustee and Transportation Infrastructure Finance and Innovation Act.

Background:

On March 1, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved Contract No. 23-1002833 with PFM Financial Advisors, LLC (PFM), in the amount of \$71,125, to create an operations model for toll operations. The operations model enables staff to generate reports required by the Transportation Infrastructure Finance and Innovation Act (TIFIA) and also track various reserve requirements.

On August 30, 2024, the SBCTA Executive Director approved Amendment No. 1 to Contract No. 23-1002833 with PFM to increase the contract amount by \$35,562 (which is 50% of the original contract value). The amendment was requested due to changes in the completion timeline for the Interstate 10 (I-10) Express Lanes.

The I-10 Express Lanes Contract 1 Project was opened to vehicular traffic on August 28, 2024. SBCTA has been working with PFM to process actual data through the operations model.

This amendment will increase the contract not-to-exceed amount by \$40,000 for a revised contract not-to-exceed amount of \$146,687. The amendment to increase the not-to-exceed amount is needed to allow for additional work associated with the operations model. The additional work includes ongoing maintenance and troubleshooting of the model and for PFM to provide assistance with meeting the reporting requirements of the trustee and TIFIA.

Financial Impact:

The Operations Model is included in the adopted Budget for Fiscal Year (FY) 2024/2025 and included in the Proposed FY 2025/2026 Budget funded with Express Lanes revenue in Program 70, Express Lanes Operations.

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 10, 2025.

Responsible Staff:

Lisa Lazzar, Chief Financial Officer

Entity: San Bernardino County Transportation Authority

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Page 2

Approved
Board of Directors
Date: May 7, 2025
Witnessed By:

San Bernardino County Transportation Authority

Contract No:	<u>23-1002833</u>	Amendment No.:	<u>2</u>
Contract Class:	<u>Payable</u>	Department:	<u>Finance</u>
Vendor No.:	<u>03546</u>	Vendor Name:	<u>PFM Financial Advisors</u>
Description:	<u>Financial advisory services for the development of an operations model for toll operations</u>		
List Any Related Contract Nos.:			

Dollar Amount							
Original Contract		\$	71,125.00	Original Contingency		\$	-
Prior Amendments		\$	35,562.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	40,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	146,687.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	146,687.00

Board of Directors	Date: 05/07/2025	Board	Item # 11546
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Other Contracts	Sole Source?	N/A	N/A
Local	Professional Services (Non-A&E)		N/A

Estimated Start Date: 03/01/2023 Expiration Date: 03/01/2026 Revised Expiration Date:

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

Total Contract Funding: Total Contingency:

[illegible]

Lisa Lazzar

Project Manager (Print Name)

Lisa Lazzar

Task Manager (Print Name)

Additional Notes:

AMENDMENT NO. 2 TO CONTRACT NO. 23-1002833**FOR****FINANCIAL ADVISORY SERVICES FOR THE DEVELOPMENT OF AN OPERATIONS****MODEL FOR TOLL OPERATIONS****(PFM FINANCIAL ADVISORS, LLC)**

This AMENDMENT NO. 2 to Contract No. 23-1002833 ("Amendment") is made by and between PFM Financial Advisors, LLC ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

- A. On March 1, 2023, SBCTA, under Contract No. 23-1002833, engaged CONSULTANT to provide Financial Advisory Services for the Development of an Operations Model for Toll Operation ("Contract"); and
- B. On August 30, 2024, SBCTA and CONSULTANT entered into Amendment No. 1, which increased the contract amount by \$35,562 for a revised total not-to-exceed amount of \$106,687; and
- C. SBCTA and CONSULTANT now desire to amend the CONTRACT to expand the scope of work and increase the contract amount by \$40,000 for a revised not-to-exceed amount of \$146,687.

NOW THEREFORE, the Parties mutually agree to amend Contract No. 23-1002833 as follows:

- 1. Delete paragraph 3.2 of Article 3 "COMPENSATION" in its entirety and replace with the following:
 - 3.2 The total Contract Not -To -Exceed Amount is One Hundred Forty-Six Thousand, Six Hundred Eighty-Seven Dollars (\$146,687.00). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibits B. Any travel expenses must be preapproved 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 for any expenses unless those expenses are included in Exhibit B or otherwise agreed to in writing and approved by SBCTA as required under this Contract.
- 2. The Scope of Work for Contract No. 23-1002833 (Exhibit A) shall be amended to include the additional services described in Exhibit A-1 to this Amendment No. 2, which shall augment the original Scope of Work.
- 3. Exhibit A-1, Scope of Work is attached hereto and incorporated herein.
- 4. Except as amended by this Amendment No. 2, all other provisions of Contract 23-1002833 as previously amended shall remain in full force and effect.

5. The Recitals set forth above are incorporated herein by this reference.
6. This Amendment No. 2 shall be effective upon execution by SBCTA.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 2 below.

PFM FINANCIAL ADVISORS, LLC

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Peter Schellenberger
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-1 Additional Scope of Work

Deliverables

I-10 Corridor Contract 1 Substantial Completion

5. Provide ongoing maintenance on the operations model:
 - a. Continuously updating data and reviewing results, as needed,
 - b. Troubleshooting support to address any issues,
 - c. Refine and improve the model.
6. Provide support in meeting the reporting requirements to the trustee and TIFIA.
7. Provide other ad hoc model assistance.

EXHIBIT B - PRICE PROPOSAL for Time and Materials

Key Personnel

Name	Classification/Title	Job Function	No. of Hours	Hourly Rate	
Peter Shellenberger	Managing Director	Engagement Manager	20	\$	350
Liang Shan	Director	Project Support	10	\$	325
Mudra Patel	Sr. Managing Consultant	Project Lead	90	\$	300
Dominic Scattini	Sr. Analyst	Project Support	11	\$	250
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
		TOTAL:	131	\$	40,000

Attachment: 23-1002833 Exhibit B - Price Proposal_03202025 (11546 : Amendment No. 2 to Contract No. 23-1002833 for Development of

Minute Action

AGENDA ITEM: 11

Date: May 7, 2025

Subject:

Renewal of Annual Insurance Policies & New Interstate 10 Express Lanes Property Insurance

Recommendation:

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

A. Authorize the Enterprise Risk Manager or the Deputy Executive Director to approve and execute binding insurance coverage for the existing coverages and limits through the policies and premiums up to 10% over the estimate of \$921,093, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$1,013,202 for the periods of July 1, 2025 through June 30, 2026, for Cyber Liability, Workers' Compensation, Auto Physical Damage, Property, and Employee Crime; and September 29, 2025 through September 28, 2026, for Commercial General Liability and Excess Liability.

B. Authorize the Enterprise Risk Manager or the Deputy Executive Director to approve and execute binding property insurance coverage for the Interstate 10 Express Lanes through the policies and premiums up to 10% over the estimate of \$144,303, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$158,734, for the period of ~~July 1, 2025 through June 30, 2026~~ **of May 7, 2025 through July 1, 2026.**

C. Authorize the issuance of Purchase Orders to process payments for securing the insurance policies.

Background:

The San Bernardino County Transportation Authority (SBCTA) utilizes a Board-approved insurance broker for procurement of insurance related products. The current Board-approved broker is Alliant Insurance Services, Inc., (Alliant) under Contract No. 23-1002957. Alliant assists SBCTA with marketing and securing the annual insurance policies.

The majority of SBCTA's insurance program renews every July 1st and the following insurance policies are set to expire on June 30, 2025: Cyber Liability, Workers' Compensation, Auto Physical Damage, Property, and Employee Crime. SBCTA's Commercial General Liability and Excess Liability policies will not expire until September 29, 2025. For this renewal, SBCTA has directed Alliant to obtain premium indicators for the same program structure as purchased last year, which includes Workers' Compensation, Commercial General Liability, Excess General Liability, Automobile Liability, Cyber Liability, Employment Practices Liability, Employee Crime Liability, coverage for Public Officials Errors and Omissions Liability, and to explore risk pools and insurance products available in the current market.

As of today, premium quotes are not yet available for SBCTA's Cyber Liability, Workers' Compensation, Auto Physical Damage, Property, or Employee Crime policy renewals, nor for the Commercial General Liability and Excess Liability policy renewals. Alliant is estimating the renewal premiums at \$921,093 to renew the existing program. Alliant's estimate is based on their knowledge of the current market, their experience with the renewals of other public sector clients, as well as conversations with the underwriting community. The estimate represents a *Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

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15% increase from last year's premium of \$798,091. The increase can be attributed to an overall continued tightening of the insurance market, reduced market capacity, upward trends in national jury verdicts, the number of times SBCTA is named a defendant, an increase in the number of SBCTA employees, and carriers' desire to shy away from California public entities. Included in this year's insurance package is an additional \$144,303 for Interstate 10 (I-10) Express Lanes property insurance, bringing the total estimated insurance premiums for Fiscal Year 2025/2026 to \$1,065,396.

Alliant is conducting a marketing effort for SBCTA's insurance program. Carriers that have been approached for bids were selected based on their historical premium rates, coverage criteria, and underwriting background. In addition, carriers were required to have experience with public agencies, adequate financial reserves, and a rating by AM Best Company of excellent or better.

The table below provides a summary of the current year premiums and estimates for Fiscal Year 2025/2026.

San Bernardino County Transportation Authority			
2025 - 2026 Premium Comparison (as of 3/25/2025)			
	2024/2025	2025/2026 High Projection	
Liability			
Total Limit: \$25 Million			
Total Liability Premium	\$ 497,600	\$ 572,239	10% - 15%
Cyber Liability (Information Security/Tech E&O, Data Breach)			
Policy Limits: \$18 Million Per Member Limit of Liability			
Premium:	\$ 14,062	\$ 18,300	Per PRISM V2 Estimate Feb 2025
Workers Compensation			
Policy Limits: Statutory for WC and \$1 Million for Employers Liability			
Premium:	\$ 45,032	\$ 49,648	5% Payroll Increase Flat - 5% Rate
Property			
Premium:	\$ 196,341	\$ 232,883	TIV Increase of 7.83% Flat - 10% Rate
Interstate 10 Corridor Premium:	Not Applicable	\$ 144,303	New
Crime (Employee Dishonesty, Employee Theft)			
Premium	\$ 9,200	\$ 10,580	5% - 15%
Alliant Mobile Vehicle Program			
Premium:	\$ 857	\$ 942	5% - 10%
Subtotal Premium:			
Broker Fee:	\$ 35,000	\$ 36,500	
Total Premium & Broker Fee:	\$ 798,091	\$ 1,065,396	

SBCTA staff recommends securing these insurance policies as they are necessary to protect the agency from significant losses and proper insurance coverage is a requirement of the

San Bernardino Council of Governments
San Bernardino County Transportation Authority

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Transportation Infrastructure Finance and Innovation Act loan that was secured for the I-10 corridor.

Due to the changing insurance market conditions, these estimated premiums may be exceeded; therefore, staff is requesting to bind the coverages equal to the existing program even if the cost exceeds the estimate of \$921,093. Further, staff is requesting authority to bind property insurance for the I-10 Express Lanes, for an additional premium of \$144,303. If the premium(s) exceed the estimate of \$1,065,396 by more than 10%, binding will require approval from the Executive Director. Staff will work to stay within the lower limit, but it is critical that coverage continues uninterrupted. If the lower limit estimate is exceeded, staff will return to the Board and report the actual cost, and all of the efforts undertaken to minimize said cost.

Financial Impact:

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

The recommended amounts are included in the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:

This item was reviewed by the General Policy Committee on April 9, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item.

Responsible Staff:

Alicia Bullock, Procurement Manager

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 12

Date: May 7, 2025

Subject:

Interstate 215 University Parkway Interchange Project Amendment No. 3 to Design Services Contract No. 20-1002271

Recommendation:

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

- A. Approve Amendment No. 3 to Design and Environmental Services Contract No. 20-1002271 with HDR Engineering, Inc., to extend the contract termination date from July 1, 2025, to December 31, 2026.
- B. Approve an exception to the Contracting and Procurement Policy No. 11000, Section IV.B.4 and extend the termination date of Contract No. 20-1002271 to December 31, 2026, which is approximately 2.5 years beyond the standard five-year contract term.

Background:

The Interstate 215 (I-215) University Parkway Interchange project (Project) proposes to improve traffic operations and reduce congestion at I-215 and University Parkway in the City of San Bernardino. The Project will replace the existing tight diamond interchange configuration into a Diverging Diamond Interchange configuration, which will address forecasted increases in traffic volumes in the area. The Project is currently in construction with a planned completion in late 2025 and a subsequent one-year Plant Establishment (PE) period.

San Bernardino County Transportation Authority (SBCTA) engaged the services of HDR Engineering, Inc. (HDR) through Design Services Contract No. 20-1002271 (Contract) for environmental studies and preparation of the design plans of the Project. Amendment No. 1 to the Contract extended the contract term through July 1, 2025.

The design certification of the project towards the end of the design phase of the Project experienced minor schedule delays due to time it took to incorporate changes related to the California Department of Transportation (Caltrans) standard plans and specifications, final minor adjustments to the Project design, and a new Caltrans procedure to address new and existing utility access within its access control limits. Additionally, Caltrans landscape staff required planting of new trees to replace the mature trees that would be removed by the Project since they conflicted with the improvements. Because new plants were being installed by the Project, Caltrans also asked for a one-year PE period to ensure the trees were healthy before Caltrans assumes maintenance of the interchange. The delay in design certification and the additional year for the PE period were not accounted for when the contract term was last extended. Accordingly, staff is recommending that the Board approve Amendment No. 3 to the Contract to extend the term through December 31, 2026. This time extension will allow HDR to continue its design support during construction and assist with any closeout procedures after the completion of the PE period.

This termination date places the Contract duration beyond the five-year contract term under SBCTA's Contracting and Procurement Policy No. 11000, Section IV.B.4. HDR was selected through a competitive procurement process as the most qualified firm to perform design services for this Project based on a review of their proposal and an interview by a panel consisting of

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 7, 2025

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SBCTA, City, and Caltrans staff. HDR has been providing competent services in execution of the contract. This amendment will allow for continued provision of needed design services during PE and closeout without disruption to the overall project delivery. To date, HDR's qualifications and performance support the processing of this amendment to allow HDR to perform their work through project completion. This amendment is consistent with Contracting and Procurement Policy No. 11000, V.C.3.d., as HDR is the best firm positioned to perform this work due to their unique knowledge of the Project.

Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2024/2025 and funded with Valley Interchange Measure I funds, City of San Bernardino funds, and Federal Surface Transportation Program and Highway Improvement Program funds in Program 40, Project Delivery under Task 0830 Interchange Projects, Sub Task 0853 I-215 University Parkway.

Reviewed By:

This item was reviewed and recommended for approval (21-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 10, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:

Paul Melocoton, Project Manager

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

General Contract Information

Contract No: 20-1002271 Amendment No.: 3

Contract Class: Payable Department: Project Delivery

Vendor No.: 00982 Vendor Name: HDR Engineering, Inc.

Description: I-215 University Parkway Interchange Project Design and Environmental Services

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	650,461.79	Original Contingency		\$	76,046.00
Prior Amendments		\$	499,227.00	Prior Amendments		\$	-
Prior Contingency Released		\$	72,950.90	Prior Contingency Released (-)		\$	(72,950.90)
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,222,639.69	Total Contingency Value		\$	3,095.10
	Total Dollar Authority (Contract Value and Contingency)					\$	1,225,734.79

Contract Authorization

Board of Directors Date: 05/07/2025 Board Item # 11563

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____

Federal/Local _____ Design _____ Monthly _____

Accounts Payable												
Estimated Start Date:		09/04/2019			Expiration Date:		07/01/2025		Revised Expiration Date:		12/31/2026	
NHS:		Yes		QMP/QAP:		No		Prevailing Wage:		Yes		
								Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	1,222,639.69	\$	3,095.10	
GL: 2010	40	0830	0853	52005	42101017	3	STP		992,008.69		3,095.10	
GL: 2082	40	0830	0853	52005	42106847	3	HIP		71,404.00		-	
GL: 6010	40	0830	0853	52005	42421010	3	City ofSan Bernardino		25,157.87		-	
GL: 4120	40	0830	0853	52005	41100000	3	MSI Interchange		134,069.13		-	
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Paul Melocoton

Project Manager (Print Name)

Kristi Harris

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 20-1002271-03 (11563 : I-215 University Parkway Interchange Project Amendment No. 3 to Contract No. 20-1002271)

AMENDMENT NO. 3 TO CONTRACT NO. 20-1002271

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING INC.

FOR

I-215 UNIVERSITY PARKWAY INTERCHANGE DESIGN AND ENVIRONMENTAL SERVICES

I. PARTIES:

- A. This AMENDMENT No. 3 (AMENDMENT) to Contract No. 20-1002271 (CONTRACT) is made by and between HDR Engineering, Inc. (CONSULTANT) and the San Bernardino County Transportation Authority (SBCTA). SBCTA and CONSULTANT are each a “Party” and collectively the “Parties” herein.

II. RECITALS:

- A. SBCTA engaged the services of CONSULTANT by CONTRACT to provide professional services for preliminary engineering, environmental services, and preparation of plans, specifications, and estimates for the I-215 University Parkway Interchange Project (PROJECT).
- B. In April 2021, contingency in the amount of \$5,670.50 was authorized to allow CONSULTANT to prepare an exhibit to evaluate and seek approval to use California Department of Transportation (Caltrans) owned property to improve access and circulation for two properties.
- C. In March 2022, contingency in the amount of \$67,280.40 was authorized to allow CONSULTANT to address additional unanticipated design work resulting from comments received on the review of the 65% Plans, Specifications, and Estimates package.
- D. On June 1, 2022, Amendment 1 to CONTRACT was approved increasing the contract amount by \$400,000 and revising the termination date to July 1, 2025.
- E. On November 13, 2024, Amendment 2 to CONTRACT was approved to increase the contract amount by \$99,227.00.
- F. Parties desire to further amend CONTRACT to extend the contract expiration date to December 31, 2026 to allow CONSULTANT to provide construction design support through the Plant Establishment period of PROJECT.

NOW THEREFORE, the Parties agree to amend CONTRACT as follows:

1. Section II. C is deleted in its entirety and replaced with the following:

“This CONTRACT shall be effective as of July 1, 2019, contingent upon approval by SBCTA’s Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA’s Procurement Analyst. The CONTRACT shall end on December 31, 2026, unless extended by written amendment.”

2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this AMENDMENT, all other provisions of CONTRACT as previously amended shall remain in full force and effect.
4. This AMENDMENT is effective on the date executed by SBCTA.

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

DRAFT

IN WITNESS WHEREOF, Parties have duly executed
Amendment No. 3 to Contract No. 20-1002271 below

HDR ENGINEERING, INC.

By: _____
Thomas T. Kim
Senior Vice President

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Ray Marquez
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Attachment: [PDF] 20-1002271-03 (11563 : I-215 University Parkway Interchange Project Amendment No. 3 to Contract No. 20-1002271)

Minute Action

AGENDA ITEM: 13

Date: May 7, 2025

Subject:

State Route 62 Sage Avenue to Airway Avenue - Request for Proposals for the Professional Services

Recommendation:

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

Authorize the release of Request for Proposals No. 25-1003264 for preparation of a Project Initiation Document and Project Approval/Environmental Document, for the State Route 62 Sage Avenue to Airway Avenue Project in the Town of Yucca Valley.

Background:

San Bernardino County Transportation Authority (SBCTA) staff requests approval for the release of a Request for Proposals (RFP) for professional services for the preparation of a Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED), for the State Route (SR) 62 from Sage Avenue to Airway Avenue Improvement Project (Project).

The Project is located in the Town of Yucca Valley. The intersection of SR 62 and SR 247 is located within the limits of the Project. The Project proposes to address a traffic bottleneck along an approximately three-quarters of a mile segment of SR 62 along the Town of Yucca Valley's commercial segment. The Project will add an outside channelization lane along both directions and improve three existing intersections.

On December 4, 2024, the SBCTA Board of Directors (Board) approved Cooperative Agreement No. 25-1003191 with the Town of Yucca Valley for the development of the project in the PID and PA/ED phases. Under the cooperative agreement, SBCTA agreed to lead the project for both phases. On September 5, 2024, SBCTA submitted a letter of intent to the California Department of Transportation (Caltrans) to initiate the project.

According to State requirements, to initiate the Caltrans project delivery process, preparation of a PID is required. The PID identified by Caltrans will be a Project Study Report-Project Development Support (PSR-PDS) document. Reimbursement for Caltrans oversight costs during the PID phase will be determined during the development of the cooperative agreement, which staff plans to take to the Board for review and approval in the summer of this year. The PSR-PDS will identify the purpose and need of the project, the scope of the improvements, estimated costs, the schedule for subsequent project delivery phases, and estimated capital costs for right-of-way and construction. Completion of the PSR-PDS will enable the project to advance to the next development stage of project delivery, the preparation of the PA/ED phase.

Staff recommends the release of this RFP to maintain the Project delivery schedule with the plan to bring a contract to the Board for approval in the fall. Funding of the PID, PA/ED, and potential Caltrans oversight will be funded through the Morongo Basin Measure I Major Local Highway Program funds, and SBCTA project management costs will be funded with Town of Yucca Valley funds.

Entity: San Bernardino County Transportation Authority

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Financial Impact:

This item is consistent with the adopted Budget for Fiscal Year 2024/2025 under Task 0860, Arterial Projects, Sub-Task 0860, SR-62 Sage to Airway, and funded with MSI Morongo Basin Measure I - Major Local Highway and Town of Yucca Valley funds in Program 40 (Project Delivery).

Reviewed By:

This item was reviewed by the Mountain/Desert Policy Committee on April 18, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Responsible Staff:

Paul Melocoton, Project Manager

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

ATTACHMENT A - SCOPE OF WORK

RFP No. 25-1003264

State Route 62 from Sage Avenue to Airway Avenue Operational and Channelization Project

The San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the preparation of Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) for the State Route 62 (SR 62) Operational and Channelization Project ("PROJECT") which would provide operational and safety improvements along SR-62, between Sage Avenue and Airway Avenue in the Town of Yucca Valley.

SBCTA Sales Tax Measure I fund will be used to cover the cost of the preparation of the PID and PA/ED phase. Funding for the next phases is currently not finalized, but state and/or federal funds could be utilized. As such, the PID and PA/ED shall comply with applicable state and federal requirements.

The proposed improvements include the following:

- Operational and lane channelization improvements at the following intersections:
 - Sage Avenue
 - Dumosa Avenue
 - SR-62 (Old Woman Springs Road)
 - Airway Avenue
- New traffic signal at Barberry Avenue.
- Signal interconnection from Sage Avenue to Warren Vista Avenue.
- New Right-of-Way including utility relocation.
- Landscaping replacement.

These improvements would accommodate current and future traffic demands, relieve congestion, and will be consistent with the Regional Transportation Plan. The proposed improvements would upgrade safety features.

I. APPLICABLE STANDARDS

All support documents shall be prepared in accordance with current SBCTA and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

Attachment: RFP25-1003264 Scope of Work_Draft - PDF (11566 : SR 62 Release RFP for PID and PA/ED)

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PID and PA/ED for the Project.
- C. The deliverables list for the PID and PA/ED phase will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule shall be presented monthly to the PDT meeting. A deliverables matrix shall accompany the schedule. The deliverables matrix shall highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. Prime contract terms and conditions shall be incorporated into the subcontract agreements.
- H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities shall be performed in accordance with the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- I. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.
- J. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

III. ASSUMPTIONS

- A. The Consultant will develop and evaluate at least one-build and one no-build alternative to address the deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative.
- B. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- C. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- D. Assume one SBCTA peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- E. The National Environmental Policy Act (NEPA) Environmental Document is assumed to have a Categorical Exclusion (CE).
- F. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be CEQA Initial Study and Mitigated Negative Declaration (MND).
- G. Assume lead and asbestos testing of the soils, structures and paint is required.
- H. Assume that all proposed improvements will be maintained within State right-of-way.
- I. Assume a Design Standard Decision Document (DSDD) will be prepared during the PA/ED phase and only a discussion of non-standard features is required during the PID phase.
- J. Assume District 8 level Geometric Approval Drawings (GADs) will be required during the PA/ED Phase.

IV. SCOPE OF SERVICES

CONSULTANT will prepare a PSR-PDS and PA/ED in accordance with CALTRANS Guidelines and Procedures, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The purpose of the PSR-PDS is to scope the PA/ED phase relative to CEQA/NEPA and program the project for funding relative to construction and capital supports costs for Project. All deliverables will be provided electronically for SBCTA and CALTRANS project records.

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

1.100.15 PROJECT MANAGEMENT

1.100.15 Project Management

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

Deliverables:

Monthly Progress Reports 1.100.15-1 Coordination and Meetings

CONSULTANT will be responsible for overall project management, liaison with Caltrans and other affected agencies, and progress monitoring and maintenance of PROJECT files.

CONSULTANT will supervise, coordinate, monitor and review project for conformance with Caltrans and County standards, policies, and procedures. CONSULTANT will develop a project schedule for delivery of major milestones of the PSR-PDS, PA/ED (Begin Environmental, Circulate ED, and PA/ED), Design and Construction. An 18-month schedule is anticipated for scoping purposes. CONSULTANT will attend a kick-off meeting, lead monthly Project Development Team (PDT) meetings, coordinate with sub-consultants as needed, coordinate with the Caltrans, utility companies, and all other pertinent stakeholders as needed. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *Monthly (18) PDT Meetings Notices, Agendas, Handouts/Exhibits, and Minutes*
- *Two (2) Stakeholder Meetings and Presentations*
- *Project Baseline Schedule*
- *Deliverables Matrix*
- *Monthly Progress Reports and Invoices*

1.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews.

CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns.

CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in electronic format.

CONSULTANT Project Manager will prepare and implement a Quality Management Plan (QMP). CONSULTANT will prepare a responsibilities matrix outlining responsibilities of independent Quality Control on respective tasks within this scope of work herein. Refer to Chapter 5, Article 9 of the PDPM Appendix S for general guidance on the Quality Management Plan. The CONSULTANT will be responsible for incorporating SBCTA's Quality Assurance Plan and confirming that all the processes and procedures are met and incorporated into the CONSULTANT'S Quality Management Plan.

Deliverables:

- *Project Schedule Updates with accompanying narrative to explain changes in milestone dates*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*
- *Project Management Plan/Communication Plan*

1.100.15-3 Risk Assessment

CONSULTANT will prepare the Risk Register in accordance with PDPM Appendix S. Since the reduced amount of data that is required for the PSR-PDS transfers risks to future phases and it is important to identify the risk, define the probability, define the severity, identify who or what the risk will impact, and identify the ownership of the risk. CONSULTANT will coordinate with the SBCTA, Caltrans, and project team members to jointly identify, assess, quantify, prepare a response to, monitor, and control capital project risks within the Risk Register. Potential risks will be evaluated and discussed by the PDT, and ownership of the risks will be identified. CONSULTANT will summarize project risks in the PSR-PDS and PA/ED.

Deliverables:

- *Risk Assessment Matrix*
- *Summary of Risks in PSR-PDS and PA/ED*

2-150 DEVELOP PROJECT INITIATION DOCUMENT (PID)

CONSULTANT will prepare a draft, final and signature ready document for each deliverable listed in PID Phase. It is assumed that SBCTA reviews are in advance of the CALTRANS reviews.

2-150.05 Transportation Problem Definition and Needs Assessment

CONSULTAN shall analyzing the available information and department policies and directives to identify resolve the project's need and purpose and general scope. In the case of a highway project this would include determining the existing and future transportation needs to include but not limited to: Vehicle Miles Travelled (VMT), Level of Service (LOS) for evaluation of build to no build scenario, a corridor analysis to determine deliverable volumes, multimodal opportunities, determining the general perimeters such as the required number of lanes, and analyzing traffic accident history. Information regarding future climate change projections and transportation resilience to climate stressors should be considered in conjunction with project scope development.

Deliverables:

- *Purpose and Need Statement*

2-150.05.05 Review of Existing Caltrans Policies, Reports, Studies

CONSULTANT will be responsible for obtaining all available existing reports, studies, and other information for the PROJECT. CONSULTANT will review all provided information and obtain any other available and necessary information for preparation of PSR-PDS.

CONSULTANT will obtain as-builts, utility information (conducted via Dig Alert search), Transportation Concept Report/Route Concept Report (TCR/RCR), Corridor System Management Plan (CSMP), Regional Transportation Plan (RTP), Congestion Management Program (CMP), 10-Year SHOPP, the State Implementation Plan, County of San Bernardino General Plan, City General Plan, local development plans, other reports.

Deliverables:

- *Photographs, Exhibits, Inventory List of related studies, mapping, reports, and as-built plans*

2-150.05.15 Utility Search

CONSULTANT will review existing plans/as-builts/record drawing and field review the project area.

Deliverables:

- *Utility Portion of the Right of Way Data Sheet*

2-150.05.25 Traffic Forecasts/Modeling

Per the PSR-PDS guidelines the Traffic Engineering Performance Assessment (TEPA) will be limited to an assessment of readily available information. The TEPA will be based on information obtained from the Regional Model Data.

Data collected and found in various reports are representative of Project conditions and

considered the most comprehensive available data for use in the PSR-PDS. Other additional and available data will be referenced if needed.

Analysis Scenario

- Existing Conditions (2025)
- Opening Year (2032)
- Design Year (2055) Conditions – No-Build Alternative
- Design Year (2055) Conditions – Build Alternative

Intersections

- Sage Avenue
- Barberry Avenue (New Signal Location)
- Dumosa Avenue
- Old Woman Spring Road
- Airway Avenue
- Warren Vista Drive

Deliverables:

- *Traffic Forecast Volumes*
- *Level of Service*
- *Induced Travel Demand Analysis*

2-150.05.30 Survey and Maps for PID (Optional Task)

CONSULTANT will prepare aerial topographic mapping and utilize available GIS right of way mapping. New aerial mapping, surveys, topographic mapping, or right of way mapping for the PROJECT will be required for this phase of the work. CONSULTANT will obtain CALTRANS Encroachment Permit for general field and non-ground disturbing activities to obtain information for the project, such as field photography, traffic data, etc.

Deliverables:

- *Topographic Mapping*

2-150.05.35 Transportation Problem Definition and Site Assessment

CONSULTANT will establish the PROJECT need and purpose, including CAPTI elements, identification of logical termini and independent utility, in accordance with CALTRANS guidelines in the PDPM and Environmental Documentation requirements.

The analysis will summarize the information on capacity and operational deficiencies, congestion levels, future traffic levels of service (LOS), queuing analysis, potential for

auxiliary lanes, and accident data provided by CALTRANS and PROJECT scoping. CONSULTANT will complete the Scoping Tools including the Transportation Planning Scoping Information Sheet (TPSIS attachment) and Design Scoping Index as outlined in Section 5, Article 2 and 4 of the PSR-PDS guidelines (Appendix S) within the Project Development Procedures Manual (PDPM).

Deliverables:

- *Problem Definition*
- *Transportation Planning Scoping Information Sheet (attachment to PSR-PDS)*
- *Design Scoping Index*
- *Project Determination Letter*

2-150.10.45 As-Built Centerline and Existing Right of Way

CONSULTANT will review the existing data and preliminary surveys as necessary, to locate existing facility centerline and right of way lines. Locate existing record information such as plans, As-builts, survey files and mapping, etc. Minimal surveys as necessary to locate right of way and centerline.

Deliverables:

- *A Design Software Project File and/or CADD Drawing File Containing Preliminary Centerline and/or Right of Way Line Locations Based on Record Data and Field Surveys.*

2-150.10.50 Transportation Climate Risk/Adaptation Evaluation

CONSULTANT shall identify potential risks to multimodal transportation network due to future climate hazards for incorporation in the project needs evaluation/identification.

Deliverables:

- *Identification and inclusion of the potential risk from climate stressors to include, but not limited to: Sea Level Rise, erosion, change in precipitation, flooding, extreme heat, and wildfires.*

2-150.15 Initial Alternatives Development and Concept Alternative Development

CONSULTANT, in coordination with SBCTA and Caltrans, will identify up to two (2) alternatives for the PSR-PDS. The two (2) alternatives will be agreed upon through a concept screening process. The concept screening process will consist of comparing up to five (5) concepts through various criteria that will be developed and coordinated with CALTRANS and SBCTA. One (1) concept screening workshop will be held to determine the alternatives that will be considered in the PSR-PDS and future phases. Each alternative studied will go through a constructability review to determine feasibility.

CONSULTANT will prepare layout schematics in 11x17 format at 1" = 100' scale for the alternatives as CALTRANS standard cut sheets including title block. The layout schematics will illustrate proposed lane configurations and include ramp, shoulders, and right of way for each alternative. Right of way requirements, retaining wall and potential sound wall locations may be shown (if applicable).

Deliverables:

- *Concept Screening Matrix with up to two (2) concepts*
- *One (1) concept screening workshop*
- *Layout schematic and typical section sheet (8 total) for the two (2) recommended alternatives.*

2-150.10.05 Public/Local Agency Input

CONSULTANT shall use available information as collected from other involved agencies to prepare a compatible design with existing and future conditions. Involved agencies include, but will not necessarily be limited to the following:

- California Department of Transportation (CALTRANS)
- San Bernardino County Transportation Authority (SBCTA)
- United States Fish and Wildlife Service
- United States Forestry Service
- California Department of Fish and Wildlife
- San Bernardino County Transportation Department & Flood Control District
- Town of Yucca Valley

2-150.10-01 Perform Public and Community Outreach

The CONSULTANT will support SBCTA's Public Outreach Consultant for the execution of an abbreviated but strategic public outreach program at established venues/sessions by the SBCTA to explain the proposed project, understand community/business concerns, offer opportunities for community feedback and two-way dialogue, and discuss the purpose and need for the project at either a local council or board meeting. CONSULTANT personnel will be available to provide technical details for the SBCTA Public Outreach Consultant in their deliver of materials designed to be bi-lingual and "user friendly" to confirm that the public understands the Project Initiation Document (PID) phase and how to provide valuable input to the delivery team.

CONSULTANT personnel will be available to assist the SBCTA's Public Outreach Consultant in the development of clear and concise project information, produced through an equity lens, and distributed at meetings, through mailings, and electronically through email, web, and social media as necessary.

CONSULTANT personnel will be available to assist SBCTA's Public Outreach Consultant to facilitate developing an online Fact Sheet in English and Spanish for the SBCTA website. The English/Spanish Fact Sheet will be prepared in close collaboration with the technical team. The information produced will be provided to SBCTA staff to be uploaded on the existing SBCTA hosted website for additional ongoing public access during the project's planning phase.

The informational materials will explain and illustrate the potential conceptual design alternatives to be studied further in PA/ED, the purpose and need, anticipated project delivery timeline, potential funding sources, and ways to obtain more information and provide feedback on the proposed project.

CONSULTANT personnel will assist SBCTA's Public Outreach Consultant to produce a brief presentation for stakeholder meetings and as visuals for use at the public outreach workshop. It is expected that any public outreach sessions will occur either online or at a SBCTA provided facility, at SBCTA's discretion.

Deliverables:

- *Attendance and participation at one (1) Public Outreach Webinar or Meeting*
- *Availability to assist SBCTA's Public Outreach Consultant with any and all Project-related communications*
- *Provide technical assistance needed by SBCTA's Public Outreach Consultant to support inquiries from the public"*

Task 2-150.15 Alternative Analysis

CONSULTANT is required to develop the necessary scope and cost of each alternative to be presented in the PID. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs. Also included in this activity are tasks required to assess the adequacy of the alternatives to meet the project's need and purpose.

Deliverables

- *Establish Project Scope, Cost, and Feasibility for Presentation in the PID.*
- *Review and Presumably Prepare a List of Issues*

2-150.15.05 Right of Way Data Sheet

CONSULTANT will summarize the anticipated right of way, and utilities impacts for the build alternatives within the PSR-PDS using the Conceptual Cost Estimate Request/Right of Way Component in accordance with Section 5, Article 7 of the PSR-PDS guidelines (Appendix S) within the PDPM.

CONSULTANT will utilize available GIS preliminary mapping showing the property boundaries and right of way requirements to estimate the number, area, and magnitude

of parcels required for acquisition and the likely number of easements needed. CONSULTANT will identify existing utilities and potential relocation activities using existing, available information (e.g., permit search, as-built drawings, field review). CONSULTANT will prepare “Conceptual Cost Estimate – Right- of-Way Component” to develop an order of magnitude cost estimate and to identify additional studies that may be needed during PA/ED. CONSULTANT will coordinate with the San Bernardino County Assessor records to assess per square foot unit costs and associated right of way costs relative to impacts to adjacent properties. The square foot unit costs will be developed in coordination with San Bernardino County Assessor records and comparable properties within the vicinity of the project.

Deliverables:

- *Preliminary Right of Way Requirement Exhibits for the build alternatives*
- *Utility Assessment (not a formal CALTRANS deliverable)*
- *Conceptual Cost Estimate – Right-of -Way Component*
- *Right of Way Data Sheet*

2-150.15.20 Preliminary Geotechnical Assessment and Life Cycle Cost Analysis

Using available Geotechnical information, the CONSULTANT will assess the existing data in the area. CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) for the PID phase of the proposed project. A Preliminary Materials Report (PMR) is not anticipated to be required for the PID phase of work and excluded from the scope of work at the PID Phase. The LCCA will be divided into three different pavement scenarios:

- Pavement Scenario 1 – worst case ramp 20/40-year Flexible & Rigid
- Pavement Scenario 2– worst case Local Interchange Roads 20/40-year Flexible & Rigid
- Pavement Scenario 3– worst case truck lane 20/40-year Flexible & Rigid

CONSULTANT will review existing geotechnical maps and reports in order to develop preliminary pavement sections based on highly simplified pavement assumptions. It is assumed that CALTRANS Mechanistic-Empirical calculations will not be required for this preliminary planning phase. CONSULTANT will also perform geotechnical analysis of the collected data and develop LCCA calculations and prepare a preliminary LCCA report presenting findings and preliminary pavement recommendations for the proposed improvements.

Deliverables:

- *Preliminary Geotechnical Report*
- *Preliminary Material Report*
- *Preliminary Foundation Report*
- *LCCA Assessment*

2-150.15.35 Multimodal/Complete Streets Review

CONSULTANT should address temporary construction and permanent impacts as well as possible improvements to:

- Pedestrian facilities
- Bicycle facilities
- Transit facilities
- Park and Rides
- Equestrian Facilities
- Weight/Inspection Facilities
- Rest Area Facilities

Deliverables:

- *Engineering Planning Data Supporting or Rejecting Various Multimodal Proposals for the PID.*
- *Multi-Modal/Complete Streets Decision Document, if required*

2-150.15.40 Preliminary Drainage Assessment

Freeway, County, and/or City existing drainage systems and master planned drainage facilities will be reviewed and the impacts of the proposed build alternatives on these facilities will be assessed. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the cost estimates. Detailed hydraulic/hydrologic calculations are outside the scope of this scope of work. CONSULTANT will identify permits for design, construction, and operations of drainage facilities.

Deliverables:

- *Preliminary Drainage Assessment (not a formal CALTRANS deliverable)*
- *Preliminary cost estimates to affected major drainage facilities*

2-150.15.45 Traffic Capacity Analysis (If required)

CONSULTANT will evaluate the project in accordance with CALTRANS Traffic Operations Policy Directive 13-02: Intersection Control Evaluation. CONSULTANT will evaluate intersection variations based on the first step of the screening process. CONSULTANT will document evaluation in an ICE Technical Memorandum to identify the preferred intersection control for the build alternatives within the PSR-PDS.

Deliverables:

- *Intersection Control Evaluation Technical Memorandum (Step 1)*

2-150.15.50 Traffic Engineering Performance Assessment

CONSULTANT will utilize available transportation reports for the corridor, performance monitoring systems, local agency transportation studies to complete the Traffic Engineering Performance Assessment (TEPA) as required within Section 5, Article 5 of the PSR-PDS guidelines (Appendix S) within the PDPM. CONSULTANT will estimate the scope and magnitude of the Traffic Engineering studies (i.e., Travel Forecasting; Traffic Analysis; Infrastructure Evaluation; Warrant Analysis; and Safety Review) that need to be performed during the subsequent PA/ED phase. To meet the purpose of the PSR-PDS, it is intended that the preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis and evaluation. This effort will produce preliminary traffic engineering findings and estimates to inform and advise the PDT on:

- The potential scope of work and features (especially the traffic "elements" referenced above)
- Potential performance benefits and deficiencies
- The scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis, and evaluation) to be performed during the PA/ED phase

CONSULTANT will identify the traffic forecasting and traffic engineering studies needed to analyze, evaluate, and more accurately predict or estimate operational and safety performance of the proposed improvements during the future PA/ED phase. Future studies may require new data collection and forecasting.

CONSULTANT will perform a macro-level analysis at the study intersections and locations using Synchro software and HCM methodology, if necessary. Microsimulation is not assumed under this task. Traffic analysis will be conducted under existing conditions, opening year, design year (2055) no-build conditions, and design year (2055) with build alternative conditions. The analysis will present delay and level of service at each study intersection, if necessary, and freeway mainline. The analysis will be used to determine build alternative for the PSR-PDS. Detailed analysis (FREQ, CORSIM, VISSIM, etc.) will not be performed as part of this scope of work. CONSULTANT will summarize the assessment and key findings and estimates and incorporated into the PSR-PDS document.

Deliverables:

- *Traffic Engineering Performance Assessment*
- *Preliminary traffic assessment of build alternatives*
- *Summary of traffic engineering studies and scope for PSR-PDS*

2-150.15.50A10 Vehicle Miles of Travel Decision Document (VMTDD) (If required)

CONSULTANT will prepare the VMTDD that is now required as part of the PSR/PDS phase of the project. CONSULTANT will include preliminary forecasting to assist in estimating VMT and coordination with the project team to derive information needed for

the document. CONSULTANT to prepare information for, coordinate on, and respond to comments.

Deliverables:

- *VTM Decision Document*
- *Preliminary VMT determination and mitigation options for inclusion in the Risk Register, if necessary*

2-150.15.55 Construction Estimates

CONSULTANT will prepare a “Capital Outlay Project Estimate” in accordance with Section 4 of the PSR-PDS guidelines (Appendix S) within the PDPM. The cost estimate will be in the format of Appendix AA of the PDPM to support the PSR-PDS. A cost estimate will be prepared for build alternatives within the PSR-PDS. For the PSR-PDS capital cost estimates, an order of magnitude cost estimate will be prepared. CALTRANS will prepare the “Capital Outlay Support Estimate” to identify level of staff support for PA/ED.

Deliverables:

- *Capital Outlay Project Estimates for the build alternative(s)*

2-150.15.65 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

CONSULTANT will consider and document methods to reduce GHS and incorporate considerations of future climate conditions. Activities under this task should include evaluation of proposed project potential GHG emissions contribution and methods of reduction, evaluation or potential risk to the transportation system due to project climate stressors, and identification of the potential need for Nature based Solutions/Alternatives for consideration to address potential risk.

Deliverables:

- *Risk evaluation of potential climate stressors to impact transportation system and associated resources.*
- *Identification of potential sources of GHG emissions and strategies for reduction.*

2-150.20 Preliminary Environmental Analysis (PEAR)

2-150.20.60 PEAR Preparation

CONSULTANT will prepare a draft and final Preliminary Environmental Analysis Report (PEAR), per CALTRANS Standard Environmental Reference Guidelines and the PEAR Handbook.

CALTRANS guidelines for the PEAR will follow the guidance available as of contract date. The PEAR will identify the anticipated Environmental Document, anticipated impacts, the

future technical studies, and anticipated mitigations. The PEAR will also estimate the scope, schedule and preliminary costs associated with completing environmental compliance. The PEAR will also present and discuss the results of preliminary environmental studies in order to identify environmental analyses that may affect design. The information contained in the PEAR will serve as a foundation to begin studies for the PA/ED phase.

In addition, cumulative impacts and context sensitive solutions will be summarized in the Technical Summaries section of the PEAR but will not have a separate technical memorandum prepared.

The PEAR will also include:

- Purpose and Need Statement
- A discussion of environmental resources and a description of the potential PROJECT issues or impacts, which could delay the PROJECT or affect any PROJECT alternative.
- Description of studies that are needed to complete an environmental evaluation (noting as necessary any seasonal constraints for these studies).
- A recommended environmental determination/documentation and a tentative schedule for its completion.
- Required or anticipated permits or approvals.

Deliverables:

- *Initial Noise, Scenic Resource, Biology, Cultural, Air Quality, Water Quality, Floodplain, Paleontology Assessments (not formal CALTRANS deliverables)*
- *Initial Site Assessment Checklist*
- *Draft and Final PEAR*

2-150.25 PSR-PDS and Storm Water Data Report (SWDR)-PID

2-150.25.05 Draft PSR-PDS

CONSULTANT will prepare a Draft PSR-PDS Report to document the geometric assumptions, initial studies, methodology, alternatives, findings, FHWA coordination and involvement, anticipated design exceptions with general PROJECT strategy of how to address within PA/ED phase (no fact sheets anticipated), stakeholder meetings and involvement and results in accordance with the requirements outlined as outlined within PDPM Appendix S.

Deliverables:

- *Draft PSR-PDS (including Preliminary Geometric Drawings for build alternatives)*
- *TMP Data Sheets*

2-150.25.10 Documentation and Exceptions to Design Standards

Fact Sheets for exceptions to advisory and mandatory Highway Design Manual standards are not required and excluded from this scope of work. CONSULTANT will evaluate the build alternatives using Design Information Bulletin 82-01 "Design Checklist". Deviations from design standards will be identified and described in the PSR-PDS. CONSULTANT will perform a non-standard feature risk assessment to indicate a level of risk for conceptual acceptability of the build alternatives. The design standards risk assessment is a list of design standards that will likely not be met for each alternative and the probability of approval for each proposed non-standard feature. CONSULTANT will attend a Design Exception Risk Assessment meeting with CALTRANS design staff to obtain approval of risk assessment.

Deliverables:

- *List of non-standard features for build alternatives*
- *Design Exception Risk Assessment for approval for non-standard features*

2-150.25.20 Final PSR-PDS

CONSULTANT will prepare the Final PSR-PDS based on any comments received from CALTRANS and schedule a focus meeting on first review comments. Response to comments will be prepared to address all the CALTRANS comments received on the Draft PSR-PDS. The Final PSR-PDS will establish the scope, schedule, and estimated costs of the alternative concepts to the PROJECT. The document will also include a tabulation of estimated project support costs and capital costs by project phase and fiscal year. CONSULTANT will coordinate and obtain final approvals of the PSR-PDS. CONSULTANT will update the FTIP and coordinate with SBCTA on the project description, funding, and schedule.

Deliverables:

- *Approved Final PSR-PDS*
- *Cost Estimates for Alternatives*
- *Updated FTIP Description*

2-150.25.25 Storm Water Data Report-PID

CONSULTANT will prepare stormwater documentation in accordance with Section 5, Article 3 of the PSR-PDS guidelines (Appendix S) within PDPM. Since the main purpose of the PSR-PDS is only to estimate the resources needed to complete PA/ED, the expected level of stormwater information for a PSR-PDS is much less than a regular Project Study Report or Project Report. The PSR-PDS evaluation will mainly focus on determining if there will be any significant impacts to the build alternatives, right-of-way needs, or PROJECT costs due to the need to incorporate treatment Best Management Practices (BMPs) for compliance with stormwater requirements.

Deliverables:

- *Draft and Final Storm Water Data Report-PID*

3-160 PERFORM PRELIMINARY ENGINEERING & DRAFT PROJECT REPORT3-160.05 Review Updated Project Information

CONSULTANT shall request, collect, assemble, and review pertinent project information, including, but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

3-.160.10 Engineering Studies

CONSULTANT shall perform necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining right of entry permits required for field work from Caltrans and private properties willing to grant entry, SBCTA will assist in obtaining ROW entry permits when necessary.

3-160.10-05 Refine Project Alternative

CONSULTANT shall evaluate project alternatives and variations and develop refinements to improve conformance to standards, minimize impacts to Right of Way, and improve constructability.

3-160.10.10 Traffic Studies

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps. Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for each build alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and a design horizon year.

Deliverables:

- *Traffic Studies*
 - *Draft/Final Traffic Forecasting and Analysis Assumptions and Methodologies Memorandum*
 - *Draft/Final Traffic Volumes Report*
 - *Draft/Final Traffic Operations Analysis Report*

3-160.10.15 Geometric Plans for Project Alternative

CONSULTANT shall prepare Geometric Plans for Project Build Alternative. This includes horizontal and vertical alignments, cross sections, typical sections, utility plans, and construction staging/detours plans.

Deliverables:

- *Geometric Plans for Project Build Alternative.*

3-160.10.20 Value Analysis

CONSULTANT shall conduct prepare a Value Analysis (VA) study to comply with Caltrans requirements. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers. The list of VA Study participants will be developed by CONSULTANT and SBCTA. Once the Draft report has been reviewed by the project stakeholders, an implementation meeting will be conducted to resolve the disposition of the VA Alternatives presented in the report.

Deliverables:

- *Value Analysis Report*

3-160.10.25 Hydraulics/Hydrology Studies

CONSULTANT shall perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for each of the project build alternatives. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- *Preliminary Drainage Report (Hydrology Report)*
- *Storm Water Data Report-PA/ED*

3-160.40 Right of Way (ROW) Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for each build alternative. This task shall include preliminary utility location work which includes, but not limited to, review of utility as-build

plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *ROW Data Sheets*

3-160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall perform all activities needed for Utility Locations Determined for Preliminary Engineering per Caltrans ROW manual and other requirements.

Deliverables:

- *Utility Relocation Estimate*
- *Utility correspondence*

3-160.10.55 Multi-Modal Study (If required)

CONSULTANT shall prepare Multi-modal Study. This review should address temporary construction and permanent impacts as well as possible improvements to Pedestrian, Bicycle, and Transit facilities.

Deliverables:

- *Draft / Final Multi-Modal Study*

3-160.10.80 Geotechnical Studies

CONSULTANT shall prepare a Preliminary Foundation Report (PFR), Preliminary Geotechnical Design Report (PGDR), and Preliminary Materials Report (PMR). Preliminary Materials Report which shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs.

Deliverables:

- *Preliminary Geotechnical Design Report*
- *Preliminary Materials Report*

3-160.10.95 Preliminary Transportation Management Plan (TMP)

CONSULTANT shall prepare the Preliminary TMP per the latest Caltrans guidelines and requirements.

Deliverables:

- *Draft and Final TMP*

3-160.15 Draft Project Report

CONSULTANT shall prepare a Draft Project Report following the Caltrans format. The Project Report shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features will be closely coordinated with the SBCTA Project Manager and designee to confirm acceptability by the SBCTA.

Deliverables:

- *Draft Project Report*

3-160.15.05 Cost Estimates for Alternatives

CONSULTANT shall prepare the Cost Estimates (11-page format) for each alternative for the Draft Project Report per the latest Caltrans guidelines and requirements.

Deliverables:

- *Cost Estimate (11-page format)*

3-160.15.10 Design Standard Decision Document (DSDD)

CONSULTANT shall prepare the DSDD for both mandatory and advisory standards. The report will be prepared per the latest Caltrans guidelines and requirements. It is assumed that there is only one build alternative, so the DSDD can be drafted once the geometrics are defined for the PA/ED phase.

Deliverables:

- *Draft and Final Fact Sheets for Exceptions to Design Standards (Mandatory and Advisory)*

3-160.15.25 Draft Project Report Circulation Review and Approval

CONSULTANT shall circulate the DPR for review and comment. CONSULTANT shall address and incorporate Caltrans and SBCTA comments into the Final Project Report.

Deliverables:

- *Final Project Report*

3-160.15.99 Stage Construction Concept

CONSULTANT shall prepare stage construction concept to be included in the Project Report.

Deliverables:

- *Draft and Final Stage Construction Exhibit*

3-160.45 Geometric Approval Drawings (GADs), Base Maps and Plan Sheets for PA/ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the preferred build alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

Deliverables:

- *Draft / Final GADs*
- *Plans Sheets for PA/ED*

3.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

3-165.10 General Environmental Studies

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternatives and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SBCTA Project Manager or designee. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans Project Development Procedures Manual, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

For this scope of work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information and a preliminary review of the project site. If additional studies are identified during the environmental phase of the project a scope of work and cost price proposal will be submitted for approval prior to their initiation.

Deliverables:

- *Draft / Revised Draft / Final Technical Studies*

3-165.10.15 Community Impact Analysis Land Use and Growth Studies

CONSULTANT shall perform activities related to socioeconomic, land use, and growth impact technical studies for use in the environmental document and prepare a technical report documenting study results.

Deliverables:

- *Community Impact Analysis Report*

3-165.10.20 Visual Impact Assessment and Scenic Resource Evaluation

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis report which will be referenced in the environmental document. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual analysis will be prepared under the direction of a licensed Landscape Architect and based on FHWA's Visual Impact Assessment for Highway Projects. Based on the Visual Impact Assessment (VIA) Questionnaire it is assumed that a Visual Impact Assessment Memorandum (VIAM) would be appropriate. A short VIAM will be prepared following the Caltrans VIAM outline, so no simulations would be required

Deliverables:

- *Draft / Final Visual Impact Analysis Report including visual simulations and exhibits*

3-165.10.25 Noise Study (If required)

CONSULTANT shall prepare a Noise Study Report evaluating the noise impacts and potential noise abatement/mitigation measures, if any, associated with the proposed project. Because federal and Caltrans oversight is involved, the report will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

Based on a preliminary review of the alignment, noise impacts are not predicted, therefore, a Noise Abatement Decision Report (NADR) will not be required.

Deliverables:

- *Draft / Final Noise Study Report*

3-165.10.30 Air Quality Study

CONSULTANT shall prepare an Air Quality Study Report. The report will provide the following discussion and analyses:

- Regulatory Setting and Existing Conditions.
- Evaluation of Construction Emissions.

- Evaluation of Operations-Period Mass Emissions.
- Localized Carbon Monoxide Hot Spot Analysis.
- Localized PM2.5/PM10 Hot Spot Analysis.
- Mobile Source Air Toxics.
- Climate Change/Greenhouse Gas Emissions.
- Mitigation Measures.
- Air Quality Conformity Analysis Report and Checklist.

Deliverables:

- *Draft / Final Air Quality Study Report*

3-165.10.35 Water Quality Studies

A Scoping Questionnaire for Water Quality Issues (SQWQI) will be prepared for the proposed project using the current SQWQI template available on the Caltrans SER. As required, this will address existing conditions, project description and impacts, and construction (temporary) impacts. It is assumed that the SQWQI will be sufficient, and a full Water Quality Assessment will not be required.

Deliverables:

- *Scoping Questionnaire for Water Quality Issues (SQWQI)*

3-165.10.40 Energy Studies

CONSULTANT will perform all activities related to energy impact analysis for use in the environmental document and prepare a technical report, if required, documenting study results.

Deliverables:

- *Energy Study Report, if required.*

3-165.10.60 Location Hydraulic and Floodplain Study Report

CONSULTANT will perform all activities related to preparing a Location Hydraulic Study, including structures hydraulics, for use in the environmental document and Draft Project Report and a Flood Plain Study for use in the Environmental Document; prepare a technical report or reports documenting study results.

Deliverables

- *Location Hydraulic Study*
- *Floodplain Study Report*
- *Technical Report Abstract for Use in Environmental Document Text*

3-165.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area.

The following tasks shall be performed to evaluate paleontological resources:

- Document review
- Records search
- Paleontological resource assessment
- Field survey
- Preparation of technical report(s)

Based on preliminary review, a Paleontological Mitigation Plan (PMP) will be required for the proposed project. The PMP will be prepared under the supervision of a qualified Principal Paleontologist and will follow the PMP format as defined on the Caltrans SER.

Deliverables:

- *Draft / Final Combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER)*
- *Draft / Final Paleontological Mitigation Plan (PMP)*

3-165.10.75 Environmental Commitments Record (ECR)

CONSULTANT will prepare or update the ECR and its associated documentation.

Deliverables

- *Draft and Final ECR*

3-160.10.80 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report.

The ISA shall be prepared in general accordance with the Caltrans Initial Site Assessment Guidance Document, dated September 2006. Project specific scoping considerations include evaluations of right-of-way acquisition parcels and construction easements, proper management of any identified waste materials, and construction worker and public exposure to any identified onsite contaminants.

Review of local, state and federal regulatory databases and files in performance of the ISA. Based on these findings, additional information may be obtained from direct contact with regulatory agencies including the City Colton, San Bernardino County, California

Regional Water Quality Control Board, California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

Deliverables:

- *Draft / Final Initial Site Assessment Report*

3-160.10.85 Hazardous Waste Preliminary Site Investigations

CONSULTANT shall perform an Aerially Deposited Lead (ADL) Survey. A report shall be prepared to transmit the field observations, laboratory data, data evaluation and statistics, and conclusions. The report will include diagrams of sample locations and laboratory results presented in tabular format. CONSULTANT will input the analytical data into a Caltrans format MS Access database and provide an electronic copy to the Client. A professional geologist (PG) will review/sign the investigation report. Hard copies and or an electronic (.pdf file) of the final report will be submitted after the Client provides written draft report review comments.

Deliverables:

- *Draft / Final Aerial Deposited Lead Survey*

2-160.10.90 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

CONSULTANT will address all efforts to prepare the climate change evaluation and analysis. The quality review for the Climate Change Analysis is included here.

Deliverables:

- *Climate Change Analysis*

3-165.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies perform shall support the environmental determination made in the Environmental Document and shall be used to demonstrate with all applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

3.165.15.20 Natural Environment Study

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external

agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

CONSULTANT shall conduct a literature search, perform field surveys, and prepare a Natural Environmental Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES/MI annotated outline that is available at the time that the NES/MI is initiated. A full NES is not assumed or included. The following tasks will be performed during the preparation of the reports:

- Review of Project Information and Applicable Literature
- Field Evaluation for Biological Resource Constraints
- Technical Report Preparation-A draft NES/MI will be developed based on results of the biological surveys and analysis and will describe:

Based on a preliminary review, the following can be assumed:

1. The project footprint includes over 10 drainages, including Cleghorn Creek. Five of these drainages appear in the United States Fish and Wildlife Service (USFWS) National Wetlands Inventory. Impacts to these drainages will trigger a series of regulatory permits including:
 - a. U.S. Army Corps of Engineers Section 404 Permit
 - b. California Department of Fish & Wildlife Section 1602 Streambed Alteration Agreement
 - c. Regional Water Quality Control Board Section 401 Water Quality Certification
2. A portion of the project footprint intersects with USFWS critical habitat for the Federally listed endangered *arroyo toad*. A Habitat Assessment for toad and potentially focus surveys would be required to confirm presence/absence.
3. The project is located 0.86 miles from the Federally listed endangered *San Bernardino Merriam's kangaroo rat* (SBKR) critical habitat. Focused surveys would be expected to be required for this species as well.
4. The Arroyo Toad critical habitat will trigger a USFWS Section 7 Biological Opinion, and if found, SBKR would also need to be covered in the Biological Opinion. SBKR is also a State listed endangered species and if found, a CDFW Incidental Take Permit or a Section 2081 would be required.
5. Over 20 species have been recorded within 2 miles of the project site on the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB). Habitat assessments for these species will be required and may trigger CEQA mitigation if present and impacted.
6. A survey will be required for the CDFW emergency listed Crotch's Bumble Bee. If found, an Incidental Take Permit would be required.
7. All the permits identified above will trigger mitigation requirements. Impacts to drainages and SBKR could likely be mitigated at a local mitigation bank. Should arroyo toad be impacted, these would be a much heavier mitigation burden.

Deliverables:

- *Draft / Final Natural Environment Study Report*
- *Draft / Final Focus Surveys*

3-165.15.99 Jurisdictional Delineation

For Projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW, a formal jurisdictional delineation is required utilizing resource agency standard delineation methods. CONSULTANT will delineate aquatic resources within the study area utilizing routine on-site methods. A pedestrian-based field survey of the study area will be conducted using sub-meter GPS accuracy to precisely delineate the boundaries of agency jurisdiction. The field delineation will be augmented through aerial photo review and GIS analysis. The study area will include the Project footprint plus a 100-foot buffer. For the delineation, CONSULTANT will utilize procedures and practices in the following publications and agency guidance documents: USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and USACE and Environmental Protection Agency's (EPA) Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States & Carabell v. United States* guidance document (2007) as well as standard practices to delineate CDFW lake and stream resources and associated riparian vegetation.

The field survey results will be compiled and presented in a Jurisdictional Delineation Report prepared for the Project that will identify and quantify the limits of USACE wetland and non-wetland waters of the U.S., RWQCB wetland and non-wetland waters of the State, CDFW stream features and associated riparian areas, and MSHCP Riparian/Riverine habitats within the study area boundaries, where present. It will also include figures and maps showing the location of potential jurisdictional resources and a photolog that documents site conditions of specific drainage features. The Jurisdictional Delineation Report will not quantify impacts to jurisdiction resources; rather, impacts will be quantified and included within the NES/MI. The purpose of excluding impacts from the Jurisdictional Delineation Report is to avoid revisiting a final JD document should the Project impact footprint change during subsequent design revisions.

Deliverables:

- *Draft / Final Jurisdictional Delineation Report*

3-165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

This scope of work assumes that no archaeological sites will be identified in the Area of Potential Effect (APE) and that no testing and/or evaluation will be required. It is anticipated that an Archaeological Survey Report (Finding of No Archaeological Resources Present) will be prepared and no additional documentation will be required.

Based on a review of the anticipated APE, it is assumed that a Historical Resources Evaluation Report (HRER) will not be needed and no built environment resources will need to be evaluated. If any resources are identified as part of the record search then a scope and fee will be provided for approval prior to conducting this effort.

Following completion and approval of the APE, research, survey, outreach and reporting, a summary document (the HPSR) with attached Archaeological Survey Report (ASR) shall be generated. It is anticipated that the proposed project shall result in an HPSR with a finding that no properties eligible for listing on the NRHP or CRHR are present within the project's APE.

Deliverables:

- *Draft / Final Archaeological Survey Report*
- *Draft / Final Area of Potential Effects/Study Area Map*
- *Native American Consultation*
- *Draft / Final Historical Property Survey Report*
- *Draft / Final Historic Resources Compliance Report*

3-165.25 Draft Environmental Document

3-165.25 Section 4(f)/6(f) Evaluation

CONSULTANT will perform all activities related to preparing a Section 4(f)/6(f) property evaluation, as appropriate.

Deliverables

- *Section 4(f)/6(f) property Evaluation*
- *Documentation of Coordination, if appropriate*

3-165.25.A Public Outreach

CONSULTANT shall coordinate with SBCTA Public Outreach consultant but will take the lead in providing the public notice about the project and coordinating public meetings, if necessary. CONSULTANT shall provide all Public Outreach collateral materials including notices, handouts, and exhibits. CONSULTANT may serve as initial point of contact for public inquiries and shall be expected to maintain a Public Outreach file, which shall include a project mailing list, correspondence log, and records of public meetings. Public Outreach coordination shall be performed in consultation with the SBCTA Project Manager or designee and the SBCTA Public Affairs Office.

Deliverables:

- *Public Outreach collateral materials/Electronic Media*
- *Public Outreach File*

3-165.25.15 Draft Environmental Document (DED)

CONSULTANT shall consider the scope of the project and results of the environmental technical studies to recommend and obtain direction from Caltrans and SBCTA on the appropriate environmental document to comply with CEQA and NEPA. Based on conceptual design and preliminary information, an Initial Study/Environmental Assessment (IS/EA) appears to be the appropriate CEQA and NEPA environmental document. If an IS/EA is appropriate, CONSULTANT shall prepare a draft environmental document following available templates on the SER. CONSULTANT shall prepare a screen check IS/EA for an initial review. Following concurrence on the screen check IS/EA, CONSULTANT shall prepare a Draft IS/EA.

CONSULTANT shall prepare a Notice of Completion (NOC) and circulate the IS/EA pursuant to SER and the California Office of Planning and Research, State Clearinghouse guidelines. CONSULTANT shall prepare an Environmental Commitment Record (ECR) and will be responsible for the incorporation of applicable environmental conservation measures into the project final design.

Deliverables:

- *DED (IS/EA) including circulation*
- *Notice of Completion*
- *Environmental Commitment Record*

3.170 – PERMITS & AGREEMENTS3.170.05 Determine Required Permits

CONSULTANT shall perform work to identify all necessary permits to construction the project and obtain all necessary permits and agreements needed for environmental approval. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identify funds necessary for the permit application and submitting the permit. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Various Environmental Resource Agency Permits Determination*

3-170.20 Freeway Agreements

If the Freeway Agreement needs to be updated, CONSULTANT should assist with the local agency reviews, coordination with Caltrans, and revision to the map.

Deliverables:

- *Executed Copies of the Freeway Agreement and Map*

3.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

3-180.05.10 Final Project Report

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

Deliverables:

- *Final Project Report*

3-180.05.15 Storm Water Data Report (SWDR)-PA/ED

CONSULTANT shall update and prepare the SWDR according to the latest Caltrans guidelines and procedures.

Deliverables:

- *Draft / Final SWDR – PA/ED*

3-108.10 Final Environmental Document (FED)

CONSULTANT shall update the DED to identify the rational for selection of the Preferred Alternative. Subsequent to circulation of the FED, CONSULTANT shall prepare responses to comments received from the public and reviewing agencies. Preparation of the responses shall be conducted in consultation with the SBCTA Project Manager or designee. Responses to comments received shall be processed according to Caltrans guidelines. CONSULTANT shall prepare a Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI) or Categorical Exclusion (CE) for Caltrans approval.

Deliverables:

- *Responses to Comments*
- *FED Quality Control Review Certification*
- *FED (MND/FONSI or CE)*

Minute Action

AGENDA ITEM: 14

Date: May 7, 2025

Subject:

San Bernardino County Transportation Authority and San Bernardino Council of Governments Grant Team Framework

Recommendation:

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

Approve the SBCTA/SBCOG Grant Team Framework.

Background:

On January 3, 2024, the San Bernardino Council of Governments (SBCOG) Board of Directors (Board) approved an increase in SBCOG's work capacity, including additional staff and an expanded budget. This decision followed the adoption of Amendment No. 4 of the Joint Powers Agreement by all 25 member agencies, which adjusted SBCOG's funding structure by incorporating a 50% split between population and General Fund Tax Revenues in determining member dues.

Leading up to this decision, the Council of Governments Ad Hoc Committee (Ad Hoc) met regularly throughout 2023 to provide guidance on SBCOG's priorities and explore potential service expansions. These discussions included presentations from other regional Councils of Governments, considerations of expanded services, budget evaluations, and cost allocation strategies. The work of the Ad Hoc Committee culminated in a recommendation to the Board to increase SBCOG's capacity to better support member agencies.

As part of this expanded capacity, SBCOG identified the need to strengthen its role in grant funding support. San Bernardino County Transportation Authority (SBCTA) has been aggressively pursuing grant opportunities for a number of years, in support of its transportation projects and sustainability initiatives. The expansion of SBCOG services has put the joint entities in a position to leverage the mutual SBCTA/SBCOG strengths to support local jurisdictions further in bringing funds to our local area. Hence, SBCTA/SBCOG staff has developed a framework to improve grant-related resources and assistance, especially for local jurisdictions. The focus of the framework is on identifying key funding opportunities, supporting project development, and enhancing regional coordination to expand access to transportation and infrastructure investments and regional programs across San Bernardino County.

Key Components:

- Internally, the Grant Team will focus on:
 - Identifying key grant opportunities.
 - Managing SBCTA/SBCOG-led applications.
 - Ensuring compliance and tracking reporting requirements.
- Externally, the team will assist jurisdictions by:
 - Providing grant education.

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

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- Sharing funding opportunities and linkages to regional strategies.
- Refining project concepts and providing supportive material to improve their competitiveness.
- Potentially providing an increased level of involvement for grant opportunities that are multi-jurisdictional in nature. It is not the intent to take over local jurisdiction-level grant opportunities but instead to be more involved with projects and programs that have broader geographic reach. However, each opportunity that falls within this general framework will need to be viewed in light of how well the project/program fits grant criteria, probability of success, and effort/cost of putting the grant together.
- Deliverables:
 - Monthly Grant Opportunity Table to keep agencies informed.
 - Tracking systems to monitor grant activity.
 - Annual Grant Program Update to keep the Board informed of progress, challenges, and strategic recommendations.

This effort reflects SBCTA/SBCOG's commitment to providing meaningful support to its member agencies and broadening access to funding opportunities across the region.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the City/County Managers' Technical Advisory Committee on March 6, 2025, the Planning and Development Technical Forum on March 26, 2025, the Transportation Technical Advisory Committee on April 7, 2025, and the General Policy Committee on April 9, 2025.

Responsible Staff:

Dulce Spencer, Grants Analyst

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

SBCTA/COG Grant Team Framework

Purpose

The San Bernardino Transportation Authority (SBCTA)/Council of Governments (COG) Grant Framework establishes a structured and proactive approach to identifying, applying for, and managing grant opportunities supporting SBCTA/COG departments and San Bernardino County jurisdictions. The framework ensures that SBCTA/COG maintains ample internal resources for internal grant applications. At the same time, there is the desire and need to provide local jurisdictions with the support necessary to identify funding opportunities, support competitive applications, and comply with grant reporting requirements. Both internal and external grant opportunities benefit the region. The Grant Team focuses on managing SBCTA/COG grant applications, ensuring compliance, and tracking reporting requirements. To support local jurisdictions, the team provides education (e.g., grant workshops, funding updates), scoping assistance, and support of targeted grant writing assistance. As the organization evolves and as the grant landscape changes, the grant function will continue to adapt and expand, strengthening its capacity to secure funding and support the Board of Directors' (Board) priorities.

Scope of Work

Grant Opportunity Identification & Prioritization

- Creates an annual Grant Program strategy to document the Board's grant application priorities, including program or project emphasis areas that support SBCTA/COG's core mission.
- Works with local jurisdictions and internal SBCTA/COG Project Managers to develop and maintain an inventory of projects, plans, and programs eligible for SBCTA/COG grant writing assistance.
- Regularly informs agency members of grant opportunities.
- Prepares and submits SBCTA/COG grant applications that align with the Board's priorities and/or the financial framework outlined in the 10-Year Delivery Plan.
- Develops and maintains a jurisdictional request process. This will involve a structured system to track grant writing support requests from jurisdictions and the type of assistance that can be offered by the SBCTA/COG Grant Team. Preference will be given to multijurisdictional applications, and the level of support provided depends on the SBCTA/COG grant workload and alignment with the Board-approved Grant Program strategy.

Grant Application Preparation & Submission

- Supports both internal and external Project Managers throughout the application process, gathering data, project details, and stakeholder input as needed.
- Provides internal grant application support to the Project Delivery and Transit/Rail Departments as capacity allows, assisting with complex funding applications when feasible and accessing consultant resources when necessary.
- Submits complete, competitive applications for SBCTA/COG-led grants ahead of deadlines.

Grant Reporting & Compliance

- Tracks and manages grant reporting deadlines to ensure compliance.
- Notifies SBCTA/COG Project Managers of upcoming grant report deadlines in a timely manner.
- Review reports for completeness, including all required information and updating deadlines provided by SBCTA/COG Project Managers.
- Serves as a backup for report submissions if an SBCTA/COG Project Manager is unavailable.
- Maintains a Grant Management Tracking Log to record grant application deadlines, progress, and awarded funds.

Deliverables

- **Annual Grant Program Update** – Provides the Board with an annual update on the previous year's grant strategy, outcomes, and recommendations for the upcoming year. Mid-year status reports may also be provided on an as-needed basis.
- **Grant Matching Fund Approval** – Prepares and presents funding requests and recommendations for Board approval when grant applications require SBCTA/COG matching funds for projects not already included in board-approved plans such as the 10- Year Delivery Plan.
- **Monthly Table of Grant Opportunities** – Regularly updates and disseminates information internally and externally on upcoming grant opportunities.
- **Jurisdictional Request Process** – Maintains a structured system to track grant writing support requests from jurisdictions and the type of assistance committed to by the SBCTA/COG Grant Team.
- **Grant Applications** – Prepares well-developed, competitive submissions aligned with the Board of Directors' priorities.
- **Grant Reports** – Assist in ensuring Project Managers submit required grant reports accurately and on time.
- **Grant Tracking System** – Continuously monitoring applied funding opportunities and application progress through the Grant Management Tracking Log.

Minute Action

AGENDA ITEM: 15

Date: May 7, 2025

Subject:

San Bernardino County Transportation Authority Vehicle Miles Traveled Mitigation Bank Pilot Program Update

Recommendation:

Receive report on the development of the proposed San Bernardino County Transportation Authority Regional Vehicle Miles Traveled Mitigation Bank Pilot Program.

Background:

In 2018, the California Environmental Quality Act (CEQA) guidelines shifted the assessment of an infrastructure project's transportation impacts from traffic congestion-based metrics to Vehicle Miles Traveled (VMT). The change was driven by Senate Bill (SB) 743, a law passed in 2013, to align transportation planning with the state's climate goals by prioritizing reductions in driving, over easing traffic congestion. According to the guidelines, project proponents must calculate the estimated amount of VMT attributable to their new projects and incorporate VMT mitigation strategies to minimize their impact. Since the shift to VMT-based analysis, agencies and policymakers have explored a wide range of strategies to support VMT mitigation; however, the search for innovative and effective solutions continues as communities strive to balance development with climate and mobility goals.

To address the challenging issue of VMT mitigation at San Bernardino County Transportation Authority (SBCTA), in December 2018, the Board of Directors (Board) directed staff to work on a countywide SB 743 implementation study. The countywide study was funded primarily by proportional contributions from cities and the County of San Bernardino (County), with a small contribution from SBCTA. SBCTA staff embarked on this Phase 1 SB 743 implementation assistance effort in February 2019. Although the Phase I effort led to the development of various tools and the adoption of quantifiable thresholds by the jurisdictions in the County, it left an important question of mitigation unanswered.

Thus, in July 2020, the Board authorized staff to *develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas reduction benefits of telework and other Transportation Demand Management options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County.* With the Board direction, SBCTA staff received a Sustainability Award grant from Southern California Association of Governments (SCAG) to further develop SB 743 implementation mechanisms in a second phase of work, with particular emphasis on VMT mitigation strategies. This was an area where many questions remained as related to both land development projects and transportation projects.

In August 2021, the General Policy Committee received a presentation on the second-phase study, which concluded that mitigating VMT impacts remains one of the most significant challenges of SB 743 implementation. This was approved on consent by the Board in September 2021. However, the study did confirm that capturing VMT credits through reductions in individual commute choices could be a viable and cost-effective mitigation measure. After further studying the concept, staff identified a VMT Mitigation Bank/crediting option as a preferred strategy to meet CEQA guidelines in the region. Subsequently, in August 2022, staff

Entity: San Bernardino County Transportation Authority

presented the idea to the Metro Valley Study Session and the Mountain/Desert Policy Committee, both of which unanimously recommended the Board approve the submittal of a proposal to SCAG for funding. The Board authorized staff to submit a grant application to SCAG for the Regional Early Action Planning (REAP) 2.0 grants to develop a SB 743 VMT mitigation crediting program under the County Transportation Commission (CTC) Partnership Program. The project was awarded funding in July 2023 by SCAG and the subsequent grant Memorandum of Understanding was signed with SCAG in July 2024. The project officially began in November 2024, with HNTB Corporation as the project consultant.

Overview of the SBCTA VMT Mitigation Bank Program

A VMT Mitigation Bank enables the exchange of monetary value for the reduction of VMT in the form of credits. Through funding secured from the SCAG REAP 2.0 grant, SBCTA is pilot testing a VMT Mitigation Bank to facilitate the generation and purchase of VMT credits. The bank will store VMT reduction credits (credits) generated by VMT-mitigating programs and projects, allowing land developers and sponsors of roadway projects to purchase credits to offset a project's expected VMT production. It should be noted that when the word "Developer" is used, it typically refers to entities that may be seeking VMT reduction credits, whether for land development or roadway projects. The bank will also store monetary value gained from credit sales for distribution to projects and programs that can mitigate VMT. For example, funds from the sale of credits can be directed to the San Bernardino Regional Housing Trust (SBRHT) to further reduce VMT. As the administrator of the bank, SBCTA seeks a system to support its administration, the management of credit purchasing, and the generation of credits through the commuter VMT mitigation program.

The proposed SBCTA VMT Mitigation Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (compared to a baseline auto-based commute), with participants voluntarily choosing to work from home (telework), take transit, ride a vanpool or carpool, or commute via bike and walk, among other options. In a nutshell, the VMT reduction credits would be deposited into each commuter's VMT "bank account." Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation.

Using a smartphone app, participants will establish a "VMT baseline" and generate credits whenever they choose a travel mode other than a single occupancy vehicle. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual's account once the credits are sold to development or transportation projects that need to reduce VMT impacts under CEQA. To "jump-start" the bank prior to the sale of credits, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local or regional VMT reduction programs or projects, such as housing-specific projects included in the SBRHT.

Currently, there are no active regional VMT mitigation programs in the County or in the Southern California region. Consequently, developers and transportation project lead agencies in the County must mitigate their own impacts that exceed the local threshold. As jurisdictions continue to transition to VMT as the primary metric for transportation impact, many are seeking new, more cost-effective ways to comply with VMT regulatory requirements. The project

provides a viable mitigation option that is more practical and cost-effective than other costly mitigation programs.

Need for a Regional VMT Mitigation Bank

Even after eight years of implementing SB 743, the options for VMT mitigation remain unclear, with no established framework or comprehensive programs in place by any state, regional, or local agencies. Transportation Demand Management (TDM) strategies have traditionally been employed to change travel behavior and reduce VMT. These strategies are generally most effective in urban areas where a project site is accessible through multiple travel modes (i.e., walking, bicycling, transit, and personal micro-mobility vehicles), offering similar travel times and convenience. These strategies are less effective in low-density suburban and rural areas where travel modes are more reliant upon personal automobiles. Much of the County falls into this latter category and needs a coordinated regional approach.

Due to the context in which communities are situated in the County, lead agencies transitioning to VMT mitigation are recognizing the challenges of mitigating significant VMT impacts. TDM strategies are less effective in lower-density suburban and rural areas where modes are limited to personal vehicles. Program-based approaches to mitigation can be more effective than project-site strategies. Programs can pool development mitigation contributions to pay for larger and more effective VMT reduction strategies that may not be feasible for individual projects.

Furthermore, the development of VMT mitigation programs becomes more efficient at a regional level. Regional agencies can utilize existing programs, such as the IE Commuter Program, to market to individuals and influence travel behavior that may reduce VMT. A VMT Mitigation Bank allows for a variety of measures to be considered as part of the Program, ranging from infrastructure projects (such as transit expansion or the implementation of active transportation facilities) to travel behavior modifications (such as teleworking, ridesharing, or vanpooling). The establishment of a VMT Mitigation Bank provides maximum flexibility while creating cost certainty for establishing VMT credits.

In addition, staff is beginning to see VMT mitigation cost increases from large transportation projects around the State that, in some cases, are becoming significant. For example, the Innovate 680 Express Lane Completion Project in Contra Costa County shows a VMT mitigation cost of \$143 million for 20 years, while the total project capital cost is \$310 million. In Orange County, the California Department of Transportation (Caltrans) Interstate 5 Managed Lane Project's environmental document indicates that to mitigate 26.2% of the total VMT increases, \$442 million in mitigation measure costs are required. The mitigation measures employed in these two projects include transit pass subsidies, the introduction of new transit services, enhancements to existing services, the development of new active transportation projects, and the funding of affordable housing initiatives. Most of the mitigation measures employed in these projects with VMT impacts are project-based approaches that require substantial capital investment. Hence, SBCTA has been exploring an innovative approach to VMT mitigation for projects, sometimes referred to as a "Mode-Choice Based VMT Mitigation Bank".

Another key advantage of having a San Bernardino County-specific regional VMT Mitigation Bank Program is that the County can establish standards and rules for implementing the mitigation program. Several agencies are beginning to develop and implement VMT-related mitigation programs. For example, Riverside County Transportation Commission and Western Riverside Council of Governments are exploring a VMT Mitigation Exchange Program, where VMT-increasing projects could exchange or build VMT-reducing projects offsite to offset San Bernardino County Transportation Authority

some of their project's VMT increases. The Los Angeles County Metropolitan Transportation Authority has explored the option of providing transit passes to increase ridership on their transit system. At the local level, some cities in the state have adopted a VMT mitigation fee system, where projects pay their VMT fees based on a fee schedule established by the jurisdiction. The State is beginning to establish a Mitigation Bank Program, focusing on infill and affordable housing.

As new programs are projected to come online, staff believes it would be much more beneficial for the County to take a proactive approach by establishing its own program with tailored rules. This is important to prevent the development of conflicting programs that may not take into account the specific context of the County. Furthermore, the various entities mentioned above are relying on "future" credits to mitigate VMT. In contrast, SBCTA's VMT Mitigation Bank offers the most cost-effective and practical solution for reducing VMT, as it focuses on actual, verified credits rather than hypothetical future VMT reduction credits based on assumptions and modeling.

The following summarizes three common program-based approaches that may be established to enable mitigation options for projects required to implement VMT mitigation:

- **VMT Impact Fee Program:** A traditional Impact Fee Program in compliance with the Mitigation Fee Act. The nexus for the fee program is a VMT reduction goal consistent with the CEQA threshold established by a lead agency for SB 743 purposes. The main difference from a fee program based on a metric, such as vehicle Level of Service is that the VMT reduction nexus results in a capital improvement program consisting largely of transit, bicycle, and pedestrian projects (impact fees must pay for capital improvements and therefore are not appropriate for travel behavior programs). These types of fee programs are time-consuming to develop, tend to have a higher cost per unit of VMT reduced, and require ongoing monitoring and administration to ensure compliance; however, they are recognized as an acceptable form of CEQA mitigation. Additionally, Impact Fee Programs are typically required for all developments, independent of whether mitigation is needed for the project.
- **VMT Mitigation Exchange:** A VMT Mitigation Exchange relies on a development or infrastructure project sponsor agreeing to fund, implement, or acquire a set of predetermined VMT reducing measures or propose a new one. The project may be located in the vicinity of the project needing VMT mitigation or elsewhere in the geographic scope of the program. The exchange is the facilitating entity that can match the entity that reduces VMT with the entity needing the VMT reduction to mitigate a project impact. This option provides flexibility for mitigation project selection and is also the least complex to set up. Implementation is completed on a project-by-project basis, similar to typical mitigation measures. One observed challenge with a VMT Mitigation Exchange is that, while a broad array of VMT-reducing measures can be incorporated, sponsors purchasing credits typically select the measure that yields the greatest VMT reduction at the lowest cost, potentially prioritizing cost efficiency over broader transportation or environmental benefits. This type of program is often efficient early when low-cost options are available for purchase, but becomes more expensive over time as the low-cost options are implemented and only higher-cost options remain.
- **VMT Mitigation Bank:** A VMT Mitigation Bank assigns a monetary value for VMT reduction such that a Project Developer (land use or transportation) could purchase VMT

reduction credits. The money exchanged for credits could be applied to local, regional, or state-level VMT reduction projects or programs. Like all VMT mitigation, substantial evidence is necessary to demonstrate that the projects covered by the VMT Mitigation Bank would achieve expected VMT reductions and some form of monitoring may be required. This is more complicated than what is required in an exchange and requires more time and effort to administer. In particular, some VMT Mitigation Bank structures require that the VMT credits be generated and verified prior to being added to the bank. The VMT Mitigation Bank; however, can include other VMT reducing efforts (such as rideshare, telecommute programs or even VMT-reducing infrastructure programs) that cannot be implemented in a VMT Impact Fee Program and would be more difficult to implement in a VMT Mitigation Exchange Program. The verification of how much VMT reduction is associated with each dollar of credit and the tracking of mitigation are more difficult in a VMT Mitigation Bank, introducing the need for a specific process to baseline, monitor, and verify the actual VMT reduction associated with travel behavior changes. The ability to do so is paramount to the defensibility of the program.

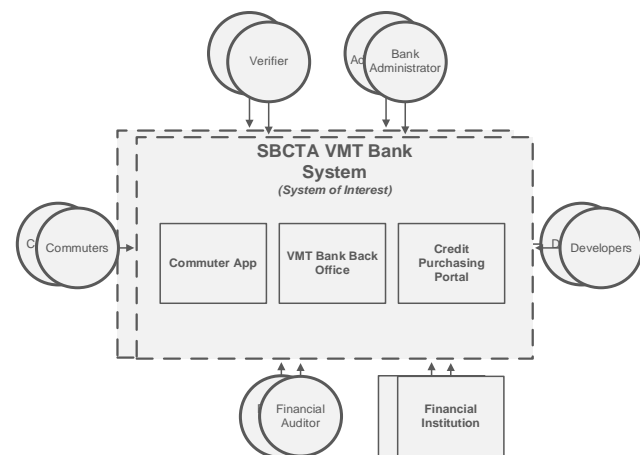
Current Status of the Project

The process to establish the bank and its relevant administrative and technological components began in December 2024. The bank is expected to be operational to the public as a pilot by the beginning of 2026. Staff is currently working with the consultant team to develop an Administrative Plan and a Concept of Operations (ConOps) document for the program, in conjunction with future Ordinances, identifying the planned operational policies for the bank during its operations as well as the plan, schedule, and budget associated with establishing the bank.

Concept of Operations

The ConOps technical memo addresses key components of the operating procedures for the SBCTA VMT Bank System (System). Specifically, the memo identifies user classes, assumptions, and dependencies, operational policies and constraints, and user needs. The ConOps is a vital document that translates stakeholder goals into a clear and actionable vision for system design and implementation.

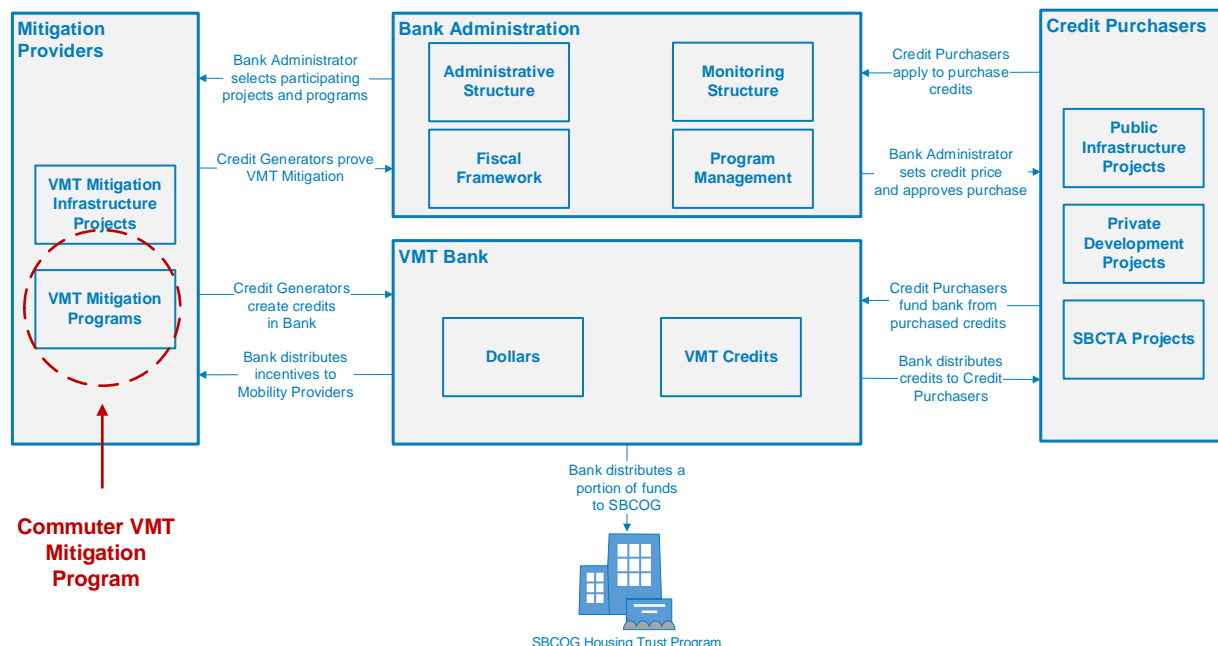
Identifying and validating user needs, operational policies, and assumptions at this stage ensures that the System is built to address real-world requirements and operates within practical constraints. Highlighting dependencies early also enables proactive coordination and risk management, reducing the potential for issues during later development phases. By starting the development of ConOps content early, staff aims to establish alignment on operational expectations and key considerations before advancing to more detailed sections, such as operational scenarios and the proposed system architecture.



Administrative Plan

The purpose of the Administrative Plan is to establish the policies and procedures that will guide SBCTA's establishment and administration of the SBCTA VMT Mitigation Bank Pilot Program (Program). The policies in this Administrative Plan cover key components of the Program, providing SBCTA with some level of flexibility to adjust the Program as needed to ensure its successful implementation. Staff aims to adhere to its Administrative Plan in administering the bank, but the document is considered a "living document" that will be updated as the Program is implemented and further defined with the approval of the SBCTA Board.

SBCTA's administration of the VMT Mitigation Bank Pilot Program comprises two primary areas of responsibility: administering the participants in the commuter-based program and managing the project proponent's purchases of VMT credits available in the bank. Users of the commuter app program will generate VMT credits, which will be available for sale at the bank, by incentivizing users to shift their travel mode and reduce their VMT. SBCTA's responsibilities for managing the purchase of credits involves interfacing with project proponents who are interested in purchasing credits to offset their VMT impacts and demonstrating the legitimacy of the VMT credits generated by the bank to lead agencies. The Administrative Plan will include guidelines and policies to govern operations, as well as business rules for credit purchases.



Funding

Funding for the VMT Bank Pilot Program is being sourced from the Housing and Community Development (HCD)/SCAG REAP 2.0 CTC Partnership Program and the Federal Carbon Reduction Program (CRP), totaling \$5 million to establish the mitigation bank (\$3 million of REAP 2.0 funding and \$2 million of CRP funding). The HCD/SCAG CTC Partnership Program is a funding program under REAP 2.0, administered by SCAG that collaborates with CTCs to support projects integrating housing, transportation, and sustainability goals to VMT and support housing production in Southern California. The CRP was established to provide funds for projects designed to reduce transportation-related emissions, specifically carbon dioxide emissions. CRP funds have been allocated by formula through Caltrans and SCAG. Staff has obtained initial concurrence from Caltrans in the usage of the funds for the Program. These funds

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are allocated toward the development of the Administrative Plan, costs to administer the Program, system and application development, contingency funding, and initial seed money in the VMT Mitigation Bank. Once the Program is operational, funds generated from the sale of credits will be deposited back into the bank, providing sustainable funding for continued implementation and growth.

Technology Behind the Program

During the ConOps development process, the project team conducted an industry review of vendors and software systems currently available on the market. The project team met with a variety of vendors providing location tracking, mode detection, travel surveys, trip planning, behavioral influencing for mode shift, incentive distribution, payment transactions, tolling and Road Usage Charges, carpool program facilitation, gamification, and other functionality. The system design was informed by existing programs and systems as well as lessons learned from pilots shared by industry representatives. The consultant team is working to onboard a vendor to develop the app specifically for SBCTA.

Next Steps and Schedule

Next Steps – Short Term Tasks	Timeline
Finalize System Requirements and Concept of Operations	March 2025
Approve contracts with selected vendor	April 2025
Finalize Administrative Plan	April 2025
Gain Board approval of Administrative Plan	May 2025
Begin Solution Development with vendor	May 2025

Project Schedule and Phase	Timeline
Systems Engineering and Vendor Selection	December 2024 – April 2025
Solution Development/ Iterative Release Testing	May 2025 – December 2025
Beta Testing	January 2026 – February 2026
Beta Testing Resolutions	February 2026 – March 2026
VMT Mitigation Bank Pilot Program Go Live	April 2026 – April 2027

Financial Impact:

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

Reviewed By:

This item was received by the General Policy Committee on April 9, 2025.

Responsible Staff:

Josh Lee, Deputy Director of Planning

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

SBCTA VMT Mitigation Bank Pilot Program



This Project is funded and managed by the Southern California Association of Governments (SCAG) with Regional Early Action Program (REAP) 2.0 grant funding from the State of California Department of Housing and Community Development.

San Bernardino County Transportation Authority

Background

- **SB 743 - Shift from LOS to VMT:** Changes how transportation impacts are evaluated under CEQA from Level of Service (LOS) to Vehicle Miles Traveled (VMT).
 - SBCTA Action: Local VMT implementation assistance: Cities established project-level thresholds that will give each project exact VMT reduction requirements under CEQA.
- **Implementation Issues on Mitigation:** Lack of options for mitigating VMT-increasing projects.
 - SBCTA Action: Project and regional level VMT mitigation study with identification of possible regional programs.
- **Finding the Right One - July 1, 2020 Board Action:** *"Authorize staff to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other TDM options..."*
 - SBCTA Action: Development of Regional VMT Mitigation Pilot Program (REAP 2.0 and CRP Funding).



San Bernardino County Transportation Authority

Benefits of a Regional VMT Mitigation Bank Program

- **Cost Effective Compliance for Project Developers (Land & Transportation):** Provides developers with a streamlined and predictable method for offsetting VMT. (Cost of VMT mitigation for transportation can be very high, e.g. Contra Costa County & Orange County).
- **Simplified Administration and Tracking:** Reduces administrative burden on local jurisdictions by centralizing the management of tracking and reporting on VMT reductions.
- **Maximized VMT Reductions:** Pooled resources at the regional level can be directed toward larger-scale projects that provide the greatest long-term reduction in VMT.
- **Advantage of Being Proactive:** SBCTA Board can set the program policies and rules for the program. Multiple agencies are developing programs, including the State.

While preference may be for no VMT mitigation at all, this is likely our optimal path.



San Bernardino County Transportation Authority

Basic Features of SBCTA Approach

- This is a “Mode-Choice Based” VMT Mitigation Bank.
- Volunteer commuters participate by agreeing to make VMT-reducing choices for their trip to work: Modes include transit, carpool, vanpool, bike, walk, and telework.
- Their “alternate mode” VMT is logged through a phone app and compared to the VMT from their auto-based commute (“baseline trip”), producing VMT credits.
- These VMT reduction credits are banked and made available to project developers (land use and transportation) who need mitigation for the VMT under CEQA.
- Commuters who live or work in San Bernardino County would be eligible for the program.
- Several other conditions will apply for participation.



San Bernardino County Transportation Authority

VMT Mitigation Bank Operating Approach

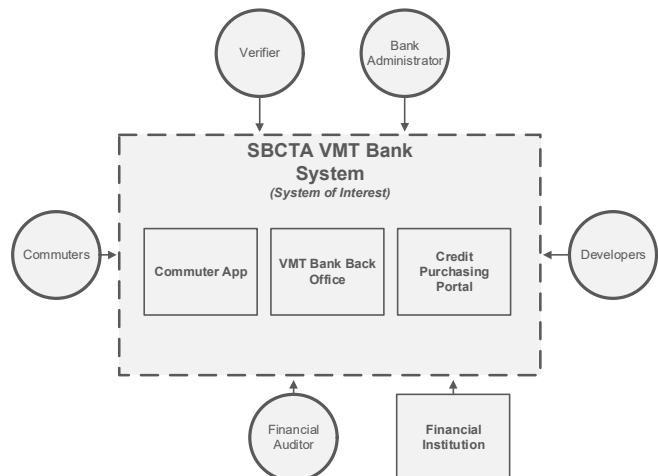
- **Automate as many processes as feasible:** To minimize operating costs and keep mitigation costs as low as possible.
- **Make it as easy as possible for commuters to participate.** Thousands of commuters will be needed to generate significant volume of VMT credits.
- **Build in as many self-verifying features as possible:** To minimize fraud and fraud protection costs.
- **Commuters who live or work in San Bernardino County would be eligible for the program.**
- **Priority for credit purchasing will be San Bernardino County projects.**
- **Commuters sign up voluntarily:** The expectations/obligations will be fully explained.



San Bernardino County Transportation Authority

Concept of Operations | System Components

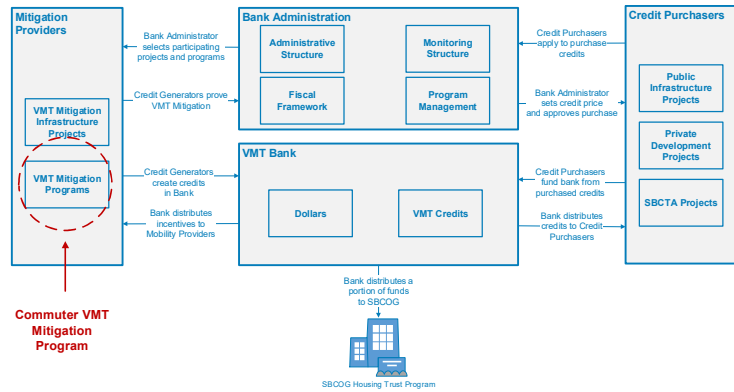
- **Commuter Phone App**
- **VMT Bank Back Office**
- **Credit Purchasing**
- **Financial Institution**
- **Commuters**
- **Verification**
- **Bank Administration**
- **Project Developers**
- **Financial Auditing**



San Bernardino County Transportation Authority

Administrative Plan (How the Bank Interacts with the Internal SBCTA Organizational Structure)

- **Chapter 1:** Introduction
- **Chapter 2:** VMT Bank Pilot Overview
- **Chapter 3:** Administrative Structure
- **Chapter 4:** Fiscal Framework
- **Chapter 5:** Monitoring Structure
- **Chapter 6:** Commuter VMT Mitigation Program Management
- **Chapter 7:** Bank Implementation (Schedule, Budget, and Evaluation)



San Bernardino County Transportation Authority

SBCTA VMT Bank Pilot Schedule

Project Schedule and Phase	Timeline
Systems Engineering and Vendor Selection	December 2024 – April 2025
Solution Development / Iterative Release Testing Complete Admin & ConOps Papers	May 2025 – December 2025
Beta Testing	January 2026 – February 2026
Beta Testing Resolutions	February 2026 – March 2026
VMT Bank Pilot Go Live	April 2026 – April 2027



San Bernardino County Transportation Authority

Next Step

Next Steps – Short Term Tasks	Timeline
Finalize System Requirements and Concept of Operations	March 2025
Finalize contracts with an app vendor (sub to HNTB)	April 2025
Finalize Administrative Plan	April 2025
Gain Board approval of Administrative Plan	May 2025
Begin Solution Development with Vendor	May 2025



San Bernardino County Transportation Authority

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Transportation Authority

Minute Action

AGENDA ITEM: 16

Date: May 7, 2025

Subject:

Funding Agreement No. 25-1003256 for the Upland Parking Structure

Recommendation:

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

Approve Funding Agreement No. 25-1003256 with the City of Upland for the design and construction of a mixed used parking structure for an amount not-to-exceed \$500,000 funded by proceeds from the sale of Assessor's Parcel Numbers 1046-605-01, 02, and 03, known as the Upland Surplus Properties.

Background:

On November 6, 2024, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the allocation of \$500,000 to the City of Upland (City) from the sales proceeds of the Upland Surplus Properties, Assessor's Parcel Numbers (APN) 1046-605-01, 02, & 03, along the north side of Stowell Street, to defray the City's estimated cost to prepare construction documents for a mixed used parking structure located at the southeast corner of 1st Avenue and C Street.

Funding Agreement No. 25-1003256 has been prepared pursuant to Board action taken on November 6, 2024, and establishes terms and conditions upon which SBCTA provides funding to the City, including:

- SBCTA to provide funding on an actual costs reimbursement basis in response to invoices provided by the City with adequate supporting documentation to establish cost eligibility.
- Requires City to complete construction of the parking structure on or before December 31, 2034, or return to SBCTA funds provided to the City under Agreement No. 25-1003256.
- Upon completion, the parties will incorporate the Metrolink reserved parking spaces into the Upland Station agreement.
- Prohibits disposition of the parking structure and defines each party's share of proceeds derived from a compelled disposition.

The City is analyzing the project under the California Environmental Quality Act and does not anticipate being prepared to invoice SBCTA until early Fiscal Year 2025/2026. The \$500,000 is not budgeted in the current fiscal year but has been included in the upcoming Proposed Fiscal Year 2025/2026 Budget.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year (FY) 2024/2025. The Upland Parking Structure Funding is included in the proposed Budget for FY 2025/2026 and funded with Rail Asset funds in Program 30, Transit, Task 0315, Transit Capital.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
May 7, 2025
Page 2

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 10, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: May 7, 2025
Witnessed By:

PROJECT FUNDING AGREEMENT NO. 25-1003256

FOR

MIXED-USE PARKING STRUCTURE PROJECT

(CITY OF UPLAND)

THIS FUNDING AGREEMENT (“AGREEMENT”), by and between the San Bernardino County Transportation Authority, a statutorily-created public agency (Public Utilities Code §§ 130800 et seq.) (“AUTHORITY”), 1170 W 3rd St 2nd floor, San Bernardino, CA 92410, and the City of Upland, a municipal corporation (“CITY”), 460 N Euclid Ave, Upland, CA 91786. AUTHORITY and CITY are hereafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

- A. WHEREAS, AUTHORITY and CITY desire to enter into this AGREEMENT to define their respective roles and responsibilities related to the development of plans, specifications and estimate (“PS&E”) for a mixed-use parking structure, located at the southeast corner of North 1st Avenue and East C Street in Upland, CA, (the “PROJECT”), as described in Exhibit A; and
- B. WHEREAS, on November 6, 2024, AUTHORITY’s Board of Directors (the “Board”) approved programming of \$500,000 in funds generated from the sale of the properties located at 201-299 East Stowell Street, Assessor’s Parcel Number (APN) 1046-605-01, and 120 South Euclid Avenue, APN 1046-605-02 and APN 1046-605-03, known as the Upland Surplus Properties, for additional parking to be constructed on CITY-owned land in the vicinity of the Upland Metrolink Station (“STATION”); and
- C. WHEREAS, on November 6, 2024, the Board authorized the Executive Director of AUTHORITY to negotiate and submit for Board approval a funding agreement with the City of Upland, with the minimum terms and conditions outlined in Exhibit B; and
- D. WHEREAS, the Parties intend that a certain number of the PROJECT’s estimated 409 parking spaces, to be determined subsequently by the Parties, shall be dedicated and reserved exclusively for Metrolink rail service patrons and added to the existing 227 reserved Metrolink parking spaces on the STATION’s non-operating property, as provided in the Upland Station Cooperative Agreement between AUTHORITY and CITY, dated March 8, 1993, as amended, known also as Contract No. 93-051.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for the actual cost of the PS&E up to a maximum of \$500,000. Such amount may be increased, including funds for additional costs of the PROJECT, only by a written amendment to this AGREEMENT approved by the Board. AUTHORITY shall

have no further responsibility to provide any funding for PROJECT exceeding this amount absent such an amendment to this AGREEMENT. Notwithstanding any provisions in this AGREEMENT to the contrary, CITY may apply to AUTHORITY for, and AUTHORITY may in its discretion approve, separate and additional funds for construction and completion of the PROJECT from AUTHORITY's Upland Surplus Land proceeds.

2. To reimburse CITY within forty-five (45) days after CITY submits an electronic copy of a signed invoice, in a form satisfactory to AUTHORITY, covering those actual allowable PROJECT-related expenditures for PS&E incurred by CITY, up to the maximum amount identified in Section I, Paragraph 1 of this AGREEMENT. Invoices may be submitted to AUTHORITY as frequently as once a month.
3. AUTHORITY reserves the right to audit CITY's documents, books and records related to the PROJECT, in accordance with Section II, Paragraphs 11 and 14, of this AGREEMENT.
4. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, SBCTA will rely to the maximum extent possible on any prior audit of CITY related to the PROJECT performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is reasonably acceptable to AUTHORITY when planning and conducting additional audits.
5. To assign a PROJECT liaison for the purpose of attending PROJECT Development Team ("PDT") meetings.

SECTION II

CITY AGREES:

1. To proceed with the PROJECT, including PS&E, in a timely manner.
2. To design and construct, or cause to be designed and constructed, the PROJECT.
3. To certify that all goods and services associated with the PROJECT have been procured in a manner consistent with all Local, State, and Federal laws which may be applicable to the PROJECT.
4. To be responsible for expending reimbursable funds on eligible PROJECT expenses in an amount not to exceed \$500,000 unless an amendment to this AGREEMENT increasing PROJECT costs is approved by the Board. Reimbursement by AUTHORITY shall be in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by CITY staff are not eligible PROJECT reimbursable expenses.
5. To secure all necessary State and Federal authorizations that are required before releasing an invitation for bids for construction of the PROJECT.
6. To abide by all applicable AUTHORITY, CITY, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
7. To prepare and submit to AUTHORITY an electronic copy of signed invoices, in a format reasonably satisfactory to AUTHORITY, for reimbursement of eligible PROJECT expenses. Invoices may be submitted to AUTHORITY as frequently as once per month.

8. To certify that the PROJECT will be completed and remain in operation for its useful life, as reasonably estimated by the Parties in accordance with Generally Accepted Accounting Principles, but in no case less than a period of 35 years.
9. To not dispose of, or otherwise deprive Metrolink rail service patrons of, the reserved parking spaces without prior written approval of AUTHORITY. The Board must approve any sale or surplus of real property impacting the Metrolink rail service patron reserved parking spaces; said approval shall be conditioned upon AUTHORITY receiving a proportional share of the then-fair market value of the PROJECT based upon AUTHORITY's total financial contribution to the PROJECT and CITY's estimated total PROJECT cost of \$22 million, or other such final total PROJECT cost to be memorialized in an amendment to this AGREEMENT at a later date.
10. To reimburse AUTHORITY, without interest, the full amount of any and all payments made to CITY for the PROJECT if PROJECT is not completed before the end of the tenth calendar year following the initial allocation. For example, if AUTHORITY makes an initial allocation in the 2025 calendar year, then CITY must reimburse AUTHORITY if construction of the PROJECT is not completed on or before December 31, 2035.
11. To maintain all source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of submittal of the Final Report of Expenditures to AUTHORITY or until audit resolution is reasonably diligently and expeditiously achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at CITY Hall. Copies will be made and furnished by CITY upon written request by AUTHORITY.
12. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
13. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures funded under this AGREEMENT. The Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT-specific work activities described.
14. To cooperate with AUTHORITY in conducting a PROJECT-specific audit and to provide detailed PROJECT information, or access to PROJECT records, books, and documents, to AUTHORITY and its authorized representatives or agents upon the request of AUTHORITY at any time up to December 31 of the calendar year following the completion of the PROJECT. The audit must confirm that all funds expended on the PROJECT were used in conformance with this AGREEMENT. CITY shall maintain all records related to this AGREEMENT in an organized way in the original format, electronic or hard copy, conducive to provisional review and audit.

15. To reimburse to AUTHORITY the amounts of any costs that are reasonably determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY's receipt of notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise reasonably resolved and CITY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of said notice, or within such other period as may be agreed upon by both Parties, AUTHORITY reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.
16. To include AUTHORITY in PDT meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
17. To include in all contracts between CITY and contractors and consultants for the construction or design of the PROJECT the requirement that AUTHORITY be named as an indemnitee and an additional insured under general liability insurance policies maintained by the contractor and or consultants for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions shall be borne by CITY unless prior authorization has been approved by the Board pursuant to Section III, Paragraph 3 of this AGREEMENT.
3. AUTHORITY shall not be responsible for PROJECT costs in excess of the amounts identified in Section I, Paragraph 1, absent a written amendment to this AGREEMENT that is approved and signed by both Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.
6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by

AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT.

7. In the event CITY and/or AUTHORITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, CITY and/or SBCTA shall indemnify the other to the extent of its comparative fault.
8. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by AUTHORITY or December 31, 2035, whichever is sooner, provided that the provisions of Paragraphs 10, 11, 12, 13, 14, and 15 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT. The AGREEMENT may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT has not been initiated by CITY within twelve (12) months of the later date that this AGREEMENT is executed by both Parties.
9. AUTHORITY may terminate this Agreement if CITY fails to perform according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
10. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.
11. Exhibit A "Description of Project and Milestones" and Exhibit B "Summary of Estimated Costs" are attached to and incorporated into this AGREEMENT.
12. The AGREEMENT may be signed in counterparts, each of which shall constitute an original, but all of which together will constitute one and the same instrument. The signature page of this AGREEMENT or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this AGREEMENT or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this AGREEMENT or any amendment.
13. This AGREEMENT is effective on the later date that it is executed by both Parties.

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

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF UPLAND

By: _____
Ray Marquez, President
Board of Directors

Date: _____

By: _____
Bill Velto
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

By: _____
Stephen P. Deitsch
City Attorney

Date: _____

Attachment: 25-1003256 (11537 : Funding Agreement No. 25-1003256 for the Upland Parking Structure)

EXHIBIT A

UPLAND MIXED-USE PARKING STRUCTURE PROJECT Description of Project and Milestones

PROJECT DESCRIPTION:

The project consists of a 5-level structure providing approximately 400 parking stalls in 150,000 square feet. The ground floor will include retail space along the two street frontages, totaling approximately 9,900 square feet of area. This structure will be of concrete cast-in-place (CIP) construction with post-tensioned slabs and beams, and reinforced concrete columns. The lateral force resisting system will be a combination of special reinforced concrete moment frames and shear walls. Foundations will be shallow spread/strip footings. The exterior design will take inspiration from the local packing house using a combination of brick veneer and corrugated metal panels.

SCHEDULE/MILESTONES:

The remaining design phases for the parking structure includes the following:

Design Development (60% Design Document) 10 weeks

Prepare and provide 60% design drawings and outline specifications for client review.

Construction Documents (90% Design Documents) 12 weeks

Prepare and provide 90% Construction Document drawings, specifications, and calculations for permit submittal.

Plan Check (100% Design Documents) 8-12 weeks

Provide plan check response support including one resubmittal and response to plan check comments.

Prepare and deliver a 100% permitted set of drawings, specifications, and calculations ready for construction.

EXHIBIT B**UPLAND MIXED-USE PARKING STRUCTURE PROJECT****Revised Summary of Estimated Costs**

	DESIGN DEVELOPMENT (60% DESIGN)	CONSTRUCTION DOCUMENTS (90% DESIGN)/ PLAN CHECK	REIMBURSABLE EST.	TOTAL
ARCH/PARKING	\$ 80,000	\$ 140,000	\$ 5,000	\$225,000
STRUCTURAL	\$ 60,000	\$ 135,000		\$195,000
CIVIL	\$ 43,000	\$ 77,000		\$120,000
LANDSCAPE	\$ 17,260	\$ 41,580		\$ 58,840
MEP	\$ 30,000	\$ 37,500		\$ 67,500
COST ESTIMATING	\$ 14,025	\$ 15,895		\$ 29,920
TOTAL	\$ 244,285	\$ 446,975	\$ 5,000	\$696,260

* Notwithstanding the amounts identified above, reimbursement under this agreement is capped at \$500,000.

Attachment: 25-1003256 (11537 : Funding Agreement No. 25-1003256 for the Upland Parking Structure)

Minute Action

AGENDA ITEM: 17

Date: May 7, 2025

Subject:

Amendment No. 1 to Agreement No. 20-1002255 University Station Insurance

Recommendation:

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

A. Approve Amendment No. 1 to Agreement No. 20-1002255 regarding University Station Operations and Maintenance, amongst SBCTA, the City of Redlands, and the University of Redlands, concerning roles and responsibilities for the procurement of real property insurance for core station assets and the cost for said insurance. SBCTA Real Property insurance is funded 50% with Rail Assets funds and 50% with local reimbursement funds for the costs allocated to the subject station properties.

B. Approve a budget amendment increasing Transit Operations Task No. 0314 by \$81,000, funded by Measure I Metrolink/Rail Service funds, to honor SBCTA's obligation to cover the first two years of the City of Redlands' costs for the University Station.

Background:

On July 6, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved station cooperative agreements for multiple cities in a countywide move to reflect that SBCTA will obtain property insurance for core station assets, defined to include platforms, canopies, and pedestrian crossing structures at the stations, and that the station hosts will reimburse SBCTA for 50% of SBCTA's premium cost. Previously, the station hosts were solely responsible for providing insurance coverage for the station assets; however, a review of the coverages across the system found the city-provided coverages to be widely varied. Consequently, SBCTA elected to step in to provide uniform coverage countywide. Station hosts remain responsible for providing insurance for non-core station assets, such as parking lots or structures and lease spaces managed and maintained by the respective cities.

The three-party station cooperative agreement for University Station, by and amongst SBCTA, the City of Redlands, and the University of Redlands, was one of the first station agreements associated with the Redlands Passenger Rail Project (RPRP) to be negotiated, and predated the countywide effort to move to the new real property insurance language. The remainder of the RPRP station cooperative agreements incorporated the updated insurance language at their onset. This Amendment No. 1 to Agreement No. 20-1002255 brings the University Station agreement in conformance with the other stations.

SBCTA's commercial property insurance premium is prorated to each station, or directly to SBCTA, in proportion to the insured value of the core station assets insured at the station, or additional real property assets that SBCTA insures. The station hosts are responsible for 50% of the insurance premium attributed to their respective station, due the following fiscal year to allow the cities to budget based upon SBCTA's actual costs. The funds collected from the cities will offset half of the insurance premium incurred by SBCTA, proportionally, with the other 50% being paid with Rail Assets funds.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 7, 2025

Page 2

This Amendment No. 1 was presented to and approved by the City of Redlands' City Council on January 21, 2025.

Consistent with other station agreements, under Cooperative Agreement No. 20-1002255 SBCTA is responsible for the cost of providing security and maintenance for the first two years of service at University Station. Recommendation B increases the Transit Operations task budget by \$81,000 to cover this cost. The increase is necessary because the City of Redlands' actual cost at University Station exceeded the original estimates upon which the Fiscal Year 2024/2025 Budget amounts were based.

Financial Impact:

A budget amendment is required as described in Recommendation B and described in the background of this item. Commercial Property Insurance is included in the adopted Budget for Fiscal Year 2024/2025 and funded with a combination of Rail Assets funds and Local Projects Fund in Program 01, General Government.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 10, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

General Contract Information

Contract No: 22-1002798 Amendment No.: 1

Contract Class: Receivable Department: Transit

Customer ID: REDL CI Customer Name: City of Redlands

Description: Three Party Cooperative Agreement for the Operation and Maintenance of University Station

List Any Accounts Payable Related Contract Nos.: 20-1002255

Dollar Amount

Original Contract	\$	2,485.29	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	2,485.29	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	2,485.29

Contract Authorization

Board of Directors Date: 05/07/2025 Board Item # 11538

Contract Management (Internal Purposes Only)

Local

Funding Agreement

Annual Payments

Accounts Receivable

Total Contract Funding: \$ 2,485.29 Funding Agreement No: 20-1002255

Beginning POP Date: 10/24/2024 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039

Expiration Date: 12/31/2039 Fund Admin: Yes

Parent Contract 20-1002255 PM Description University Station - City of Redlands Insurance Payments

Z-Related Contracts Z22-1002798

Sub-							Sub-						
Fund	Prog	Task	Task	Revenue	Total Contract Funding:		Fund	Prog	Task	Task	Revenue	Total Contract Funding:	
GL: 6010	01	0430	0429	42418010	2,485.29		GL:					-	
GL:					-		GL:					-	
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GL:					-		GL:					-	

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: SBCTA invoices City annually for 50% of the cost of insurance for the station platforms one Fiscal Year in arrears. (\$2,485.29 is the City's 50% share of the FY 2025 insurance premium, due in FY 2026, apportioned from 10/24/2024)

Attachment: CSS - 22-1002798_01 (Receivable) (11538 : Amendment No. 1 to Agreement No. 20-1002255 University Station Insurance)

Contract No:	<u>20-1002255</u>	Amendment No.:	<u>1</u>
Contract Class:	<u>Payable</u>	Department:	<u>Transit</u>
Vendor No.:	<u>01776</u>	Vendor Name:	<u>City of Redlands</u>
Description:	Three Party Cooperative Agreement for the Operation and Maintenance of University Station		

Dollar Amount							
Original Contract		\$	-	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	422,571.27	Current Amendment		\$	-
Total/Revised Contract Value		\$	422,571.27	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	422,571.27

Board of Directors Date: 05/07/2025 Board Item # 11538

Other Contracts	Sole Source?	N/A	Board Approved Budget Adjustment
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Local

Funding Agreement

Annual Payments

Estimated Start Date: 10/24/2022 Expiration Date: 12/31/2039 Revised Expiration Date:

NHS: N/A

QMP/QAP: N/A

Prevaling Wage: N/A

Total Contract Funding:

Total Contingency:

[illegible]

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: SBCTA is responsible for the first two years of maintenance and security costs for services provided by the City of Redlands at University Station platforms and parking lot (10/24/2022 through 10/23/2024). SBCTA is responsible for a pro rata share of Detention Basin maintenance costs for the life of the contract.

**AMENDMENT NO. 1 TO AGREEMENT NO. 20-1002255 BETWEEN THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF
REDLANDS AND THE UNIVERSITY OF REDLANDS FOR THE OPERATING AND
MAINTENANCE OF UNIVERSITY STATION**

This Amendment No. 1 to Agreement No. 20-1002255 regarding University Station is hereby made, entered into and effective on the date the last Party signs it, by and between the San Bernardino County Transportation Authority (“SBCTA”), the City of Redlands (“CITY”), and the University of Redlands (“U of R”), all of which are collectively referred to as the “Parties,” and individually as “Party.”

WHEREAS, SBCTA, CITY, and U of R are parties to the University Station Operations and Maintenance Agreement, SBCTA Contract No. 20-1002255, dated February 8, 2022 (“AGREEMENT”), which defines the Parties’ roles and responsibility for the maintenance and security for University Station; and

WHEREAS, the Parties desire to amend the AGREEMENT to further define the roles and responsibilities of the Parties with respect to how real property insurance for University Station will be obtained and paid for.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Except as specifically amended by this Amendment No. 1, all other provisions of the AGREEMENT shall remain in full force and effect.
3. **Section V, subsection 5.1, paragraph b** is DELETED in its entirety and REPLACED as follows:
 - b. CITY shall be 100% responsible for all costs required to operate and maintain the Commuter Rail Station platform areas, including, but not limited to the cost of liability insurance, maintenance of the Standard Platforms, signage, security, perimeter landscaping, and lighting, excluding any Commuter Rail Station Betterments to be maintained pursuant to Section 6.1, Maintenance of the Commuter Rail Station Betterments.
4. **Section XVI** is ADDED to read as follows:

XVI.
Insurance

- 16.1 SBCTA shall obtain real property insurance for the Standard Platforms, the cost of which shall be shared equally between SBCTA and CITY. For example, if the insurance premium attributed to insuring the Standard Platforms at the Commuter Rail Station was determined to be \$1,000 one year, then CITY shall reimburse SBCTA \$500 for that year’s cost of real property insurance for the Standard Platforms.

- 16.2 U of R shall be responsible for securing and maintaining property insurance or self-insurance which covers the Commuter Rail Station Betterments, with coverage types and limits consistent with U of R insurance of similar assets. Pursuant to Section 6.1(a), U of R shall be responsible for 100% of the cost of insurance required under this Section 16.2. U of R shall add SBCTA as an Additional Insured on all property insurance covering said property.
- 16.3 CITY shall be responsible for securing and maintaining property insurance or self-insurance which covers Non-Operating Property which is not otherwise insured by SBCTA pursuant to Section 16.1 or by U of R pursuant to Section 16.2, with coverage types and limits consistent with CITY insurance of similar assets. CITY shall be responsible for 100% of the cost of insurance required under this Section. CITY shall add SBCTA as an Additional Insured on all property insurance covering said property.

IN WITNESS WHEREOF, the authorized parties have signed below;

CITY:

CITY OF REDLANDS, a municipal corporation

By: _____
Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

SBCTA:

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Ray Marquez, Board President

Approved as to Form

Julianna K. Tillquist, General Counsel

U of R:

UNIVERSITY OF REDLANDS, a
California non-profit corporation

By: _____
Grace Crickette, Vice President
Finance and Administration/CFO and
Treasurer

Minute Action

AGENDA ITEM: 18

Date: May 7, 2025

Subject:

Request for Proposals No. 25-1003265 for San Bernardino Council of Governments Work Plan Implementation

Recommendation:

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

Approve the release of Request for Proposals No. 25-1003265 for SBCOG Work Plan Implementation.

Background:

The San Bernardino Council of Governments (SBCOG), originally formed as the San Bernardino Associated Governments in 1973 and legally separated from the San Bernardino County Transportation Authority in 2017, is a voluntary association guided by a Joint Powers Agreement and elected representatives from the 25 member agencies. Member agencies are comprised of the County of San Bernardino (County) (represented by five supervisorial districts) and the cities/towns within the County: Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa, and Yucca Valley. In addition to its 25 member agencies, SBCOG partners with many other Federal, State, and Regional agencies and private entities to best serve the interests of the County. SBCOG plays a vital role in supporting its member jurisdictions and enhancing the County's communities by providing a forum for local leaders and regional officials to develop a comprehensive approach to community services and establish priorities that will benefit the region for generations to come.

The SBCOG Work Plan is the result of a long process of discussions with policymakers and administrators from the member agencies over the course of several months. SBCOG works with its member agencies to address broad, long-term policy and regional matters like greenhouse gas emissions, housing, homelessness, promoting healthy communities, public safety, regional economic vitality, and more. With this regional and broad mission, collaboration is at the core of all that SBCOG does, and its strength lies in the ability to respond to issues not always fitting neatly into another agency's operations.

As SBCOG carries out its work plans and programs, the department requires outreach, engagement, and small business resource support. Therefore, SBCOG is seeking support from consultants that can assist in carrying out specific tasks identified in the 5-year SBCOG Work Plan. The Work Plan projects and programs that will be carried out with the assistance of the selected firm will include:

- Small Business Vendor Fair - Create networking opportunities for small business owners Countywide to connect with other vendors and consumers to enhance visibility and boost sales. This includes collaboration with member agencies and partners to host vendor and procurement fairs throughout the County to highlight small businesses within the region.

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item

May 7, 2025

Page 2

- Small Business Hub - Establish a hub or dashboard for public access to public procurement and a site that promotes local small business service providers for the benefit of member agencies.
- Regional Small Business Certification - Create a regionally recognized small business certification that individual jurisdictions may opt into to support small businesses in applying and bidding for government contracts. Develop a regional procurement program to streamline certification for small businesses and training for small businesses in contract administration.
- Forum - Host discussion and information-sharing meetings between cities, towns, and the County on various issues and challenges experienced within the region.
- Speaker Series - Create an opportunity for discussion on various topics and networking opportunities for member agencies through regular (quarterly or biannual) events hosting a panel of experts or speakers.
- Telling Our Stories, Outreach/Advocacy, and Other Support - Communicate success stories, highlight exemplary work completed or conducted by member agencies, communicate the work or investments made by the various programs, and support SBCOG staff in working with its member agencies.

With the Request for Proposals process for release, review, selection, and approval, staff anticipates having a contract executed by September 2025 with a term consistent with the 5-year Work Plan outlook with identified projects completed by Fiscal Year 2028/2029.

Financial Impact:

The Project is included in the adopted Budget for Fiscal Year 2024/2025 and funded with COG Member Dues in Program 25, Task 0511, Council of Governments, and Equity/Indirect Funds in Program 01, Task 0501, Intergovernmental.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 9, 2025. SBCOG General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Responsible Staff:

Suzanne Peterson, COG and Equity Programs Manager

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

ATTACHMENT A SCOPE OF WORK

As SBCOG carries out its work plans and programs, the department requires outreach, engagement and small business resource support. Specific tasks that the consultant may be required to perform are described below. This list is not intended to be inclusive but represents the list of potential work items for which services may be requested from the consultant. Further details are provided below.

The consultant is required to address every program task listed below and respond to every program task outlined in this Scope of Work.

Description of Consultant Expertise and Hourly Rates on Program Categories

For purposes of submittal on this procurement, SBCOG requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. These tasks identified in the Scope of Work, below, are intended to support the SBCOG Work Plan activities relating to outreach and engagement, especially with local governments and the small business community. Work will be issued on a Contract Task Order (CTO) basis to accomplish the various SBCOG Work Plan activities. A list of the anticipated SBCOG Work Plan activities to be accomplished through this contract is provided below. These descriptions are for work that SBCOG anticipates the consultant will be asked to provide for the duration of the contract.

Also note, a specific approach to implementing the SBCOG Work Plan has not been developed; programs identified in the Work Plan may be executed under a single CTO or multiple. The services identified in this RFP will be implementing components of the Council of Governments (COG) Work Plan relating to regional small business support and member agency support, including outreach, engagement, meeting/event planning and facilitation, educational opportunities, and networking opportunities. The successful consultant will demonstrate experience that includes, but is not limited to, the following tasks:

- Assist SBCTA/SBCOG staff with the implementation of the approved SBCOG Work Plan approved in the COG Work Plan
- Work with SBCTA/SBCOG staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Work with SBCTA's Project Controls team and Finance Department to ensure all financial and reporting requirements are met
- Assist with project management of various SBCOG Work Plan programs
- Assist with implementation strategies related to SBCOG Work Plan Programs and Priorities
- Analyze future or potential funding opportunities related to meeting or forum topics
- Create policy and administrative guidance documents and materials
- Create small business information and guidance materials
- Assist in developing a web-based dashboard or hub and make recommendations of types of information and resources to include, in coordination with the SBCTA/SBCOG data analytics/GIS team
- Support the creation of small business programs and initiatives through SBCOG as identified in the SBCOG Work Plan by incorporating equitable business practices, procurement, and others
- Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses compete for and conduct business and to build relationships within the business community
- Monitor, attend, and participate in meetings with partner entities as necessary
- Assist with improving the process of outreach and engagement (member agencies, small businesses, Community-Based Organizations, Disadvantaged Businesses, and other regional stakeholders)

- In coordination with the SBCTA/SBCOG Legislative and Public Affairs Department, develop and recommend customized outreach and engagement approaches (in-person and virtual meetings, information booths, workshops, speed networking, focus groups, open houses, etc.)
- Assist SBCOG staff in planning, executing, and facilitating SBCOG led meetings and events
- Assist with developing and launching virtual outreach and engagement tools (surveys, polling, interactive web maps, information hubs, etc.)
- Assist with meeting and special event facilitation (keep meetings on schedule, create an inclusive and respectful environment, track participation, record and summarize outcomes, etc.)
- Apply SBCOG branding of SBCOG Work Plan program materials
- Assist with customized outreach to local small businesses
- Assist SBCOG/SBCTA staff in ensuring engagement and outreach processes are equitable
- Assist with identifying appropriate qualitative and quantitative performance metrics and/or Key Performance Indicators (KPIs) to measure SBCOG Work Plan program implementation success
- Assist with tracking qualitative and quantitative performance metrics and/or KPIs to measure SBCOG Work Plan program implementation success
- Assist with developing feedback mechanisms to evaluate tracking system results and assist in developing recommendations for adjustments to project approach and next steps
- Assist with displaying or showcasing SBCOG Work Plan program implementation success (GIS Story Map, website, summary document, presentation, etc.)
- In coordination with the SBCTA/SBCOG Legislative and Public Affairs Department, assist in identifying best approach for displaying or showcasing SBCOG Work Plan program implementation success (e-blast/newsletter, summary document, presentations, etc.)
- Assist in a stylized quarterly-SBCOG newsletter to share upcoming events or meetings, highlight recently completed project, and available resources
- Assist in developing a stylized Annual Report to showcase achievements throughout the year and member agency Return on Investment /value the COG is providing to jurisdictions
- Assist in intergovernmental communication (prepare briefings, memos, presentations, etc.)
- Monitor local, regional, state and federal challenges and opportunities that may be of interest to member agencies and provide updates to SBCTA/SBCOG staff
- Manage project invoicing and troubleshoot contract-related issues
- Assist with administrative work related to SBCOG Work Plan programs

The following programs identified in the table below are reflective of the approved SBCOG 5-year Work Plan and are a selection of the projects which are anticipated to be covered under this contract. Additional information regarding the approved SBCOG 5-year Work Plan is available online at www.gosbeta.com/sbcog/. The programs identified in the table below reflect the projects that are anticipated to be completed under the contract by the selected firm. The items in this table may not reflect the actual work assignments; the purpose of this table is to demonstrate the types of projects the tasks identified above will be supporting. Actual work under this contract will be released under task orders, each of which will have a more detailed Scope of Work and lists of deliverables.

SBCOG Work Plan Program	Description
Small Business Vendor Fairs	Create networking opportunities for small business owners countywide to connect with other vendors and consumers to enhance visibility and boost sales. Includes collaboration with member agencies and partners to host vendor and procurement fairs throughout the County to highlight small businesses within the region.
Small Business Hub	Establish a hub or dashboard for public access to public procurement and a site that promotes local, small business service providers for the benefit of member agencies.

Regional Small Business Certification	Create a regionally recognized small business certification that individual jurisdictions may opt into so as to support small businesses in applying and bidding for a government contract. Develop a regional procurement program to streamline certification for small businesses and training for small businesses in contract administration.
Forum	Host discussion and information-sharing meeting between cities, towns, and counties on various issues and challenges experienced within the region.
Speaker Series	Create an opportunity for discussion on various topics and networking opportunities for member agencies through regular (quarterly or biannual) events hosting a panel of experts or speakers.
Telling Our Stories, Outreach/Advocacy, and Other Support	Communicate success stories, highlight exemplary work completed or conducted by member agencies, communicate the work or investments made by the various programs, and support SBCOG staff in serving with its member agencies.

December 11, 2024

San Bernardino Council of Governments 5-Year Work Plan

DUDEK



01
02
03
04

DUDEK



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San Bernardino
Council of
Governments 5-Year
Work Plan

The San Bernardino Council of Governments (SBCOG), originally formed as the San Bernardino Associated Governments in 1973 and legally separated from the Transportation Authority in 2016, is a voluntary association guided by a joint powers agreement (JPA) and elected representatives from the 24 member cities and towns and five county supervisorial districts that serve San Bernardino County (County) residents.¹ SBCOG works with member jurisdictions and partners to address broad, long-term policy matters like greenhouse gas emissions, housing, promoting healthy communities, public safety, and more. In addition to its 25 member agencies (the 24 member cities and towns and the County of San Bernardino), SBCOG partners with many other Federal, State, and regional agencies and private entities in the course of our work, in order to best serve the interests of the County. SBCOG plays a vital role in supporting its member jurisdictions and enhancing the County's communities by providing a forum for local leaders and regional officials to form a comprehensive approach to community services and establish priorities that will benefit the region for generations to come.

The San Bernardino Council of Governments 5-Year Work Plan establishes projects and programs the COG and other responsible agencies will prioritize over the next 5 years. This document serves to provide a County profile including the varying geographic context of the subregions, a demographic and socioeconomic overview of the people and economy of the County, and other factors that provide a lens for the prioritization of the selected Work Plan projects and programs.

The overview of programs included in this document is organized by Countywide and Regional programs. This section includes the SBCOG Work Plan Programs and Priorities over the next 5 years, and an overview of programs related to the State's Regional Early Action Plan 2.0 (REAP 2.0) programs and other ongoing County programs. Additional cross-jurisdictional efforts, which involve coordination and shared funding with other council of governments, are described in the Inland Empire Regional Programs section. Each program under these sections includes a program summary, identified funding sources and amounts, and highlights key project deliverables, as applicable. Lastly, the attached program matrix provides a detailed description of all funding sources, amounts, and project phasing and implementation years for the selected work plan programs described in the Work Plan Programs and Priorities section.

¹ ArcGIS StoryMaps. "San Bernardino Council of Governments," February 7, 2024. <https://storymaps.arcgis.com/stories/6f45db75d0f54f609ef2c-00cc2bf87f9>.

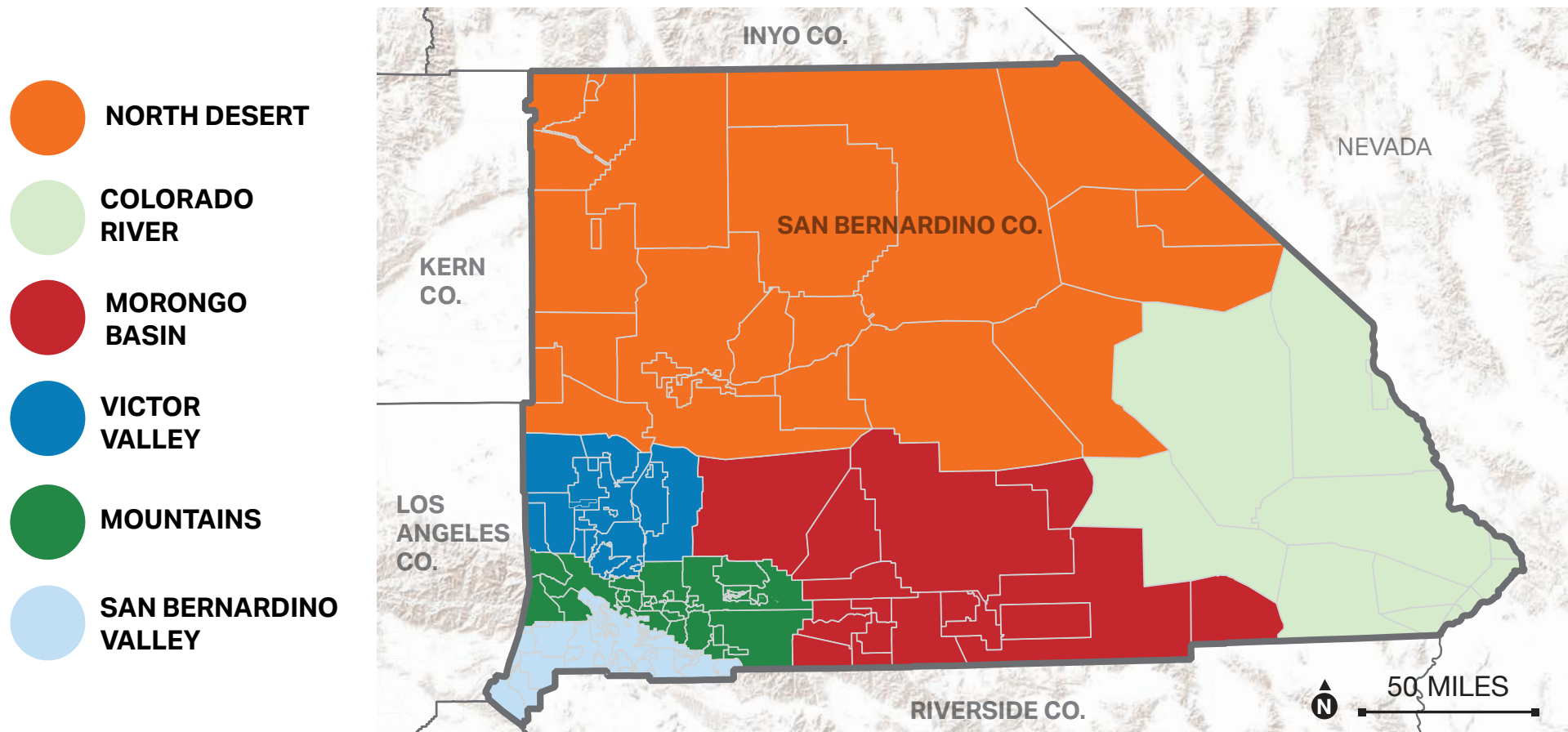
County Profile

GEOGRAPHIC CONTEXT:

The San Bernardino County (County) is approximately 20,105 square miles, the largest county in the contiguous United States. There are 24 incorporated towns and cities and over 80 unincorporated communities. The County is commonly divided into six distinct subregions, the San Bernardino Valley, the Victor Valley, the Mountains, the North Desert, the Morongo Basin, and the Colorado River as shown in Figure 1. The Colorado River, Morongo Basin, Mountains, and North Desert Subregions are also commonly referred to as the Rural Mountain/Desert Subregions.

Figure 1. County Regions

Source. "Cities_and_Communities (FeatureServer)," March, 16, 2023. https://services.arcgis.com/aA3snZwJfFkVvDuP/arcgis/rest/services/Cities_and_Communities/FeatureServer.





San Bernardino Valley

The San Bernardino Valley Subregion, sometimes further divided into East and West Valley, is the most densely populated region. Cities include Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa. Unincorporated communities include Bloomington, Mentone, and Muscoy.



Victor Valley

Victor Valley is located in the western Mojave Desert, the Victor Valley Subregion in the high desert region of the San Bernardino County. It is bordered by the San Bernardino Mountains to the south and the San Gabriel Mountains to the southwest. Cities within the subregion include Adelanto, Apple Valley, Hesperia, and Victorville. There are many unincorporated communities within the subregion such as Helendale, Lucerne Valley, and Phelan.



Mountains

The Mountains Subregion is primarily composed of public lands owned and managed by Federal and State agencies. The City of Big Bear Lake is the only incorporated city within the subregion. However, there are multiple unincorporated communities such as Big Bear City, Crestline, Lake Arrowhead, Running Springs, and Wrightwood within the subregion.



North Desert

The North Desert Subregion is the largest subregion geographically, covering approximately 93% of the county, and includes parts of the Mojave Desert. The City of Barstow is the only incorporated city within the subregion. However, there are many unincorporated communities such as Baker, Lenwood, Newberry Springs, and Yermo within the subregion.



Morongo Basin

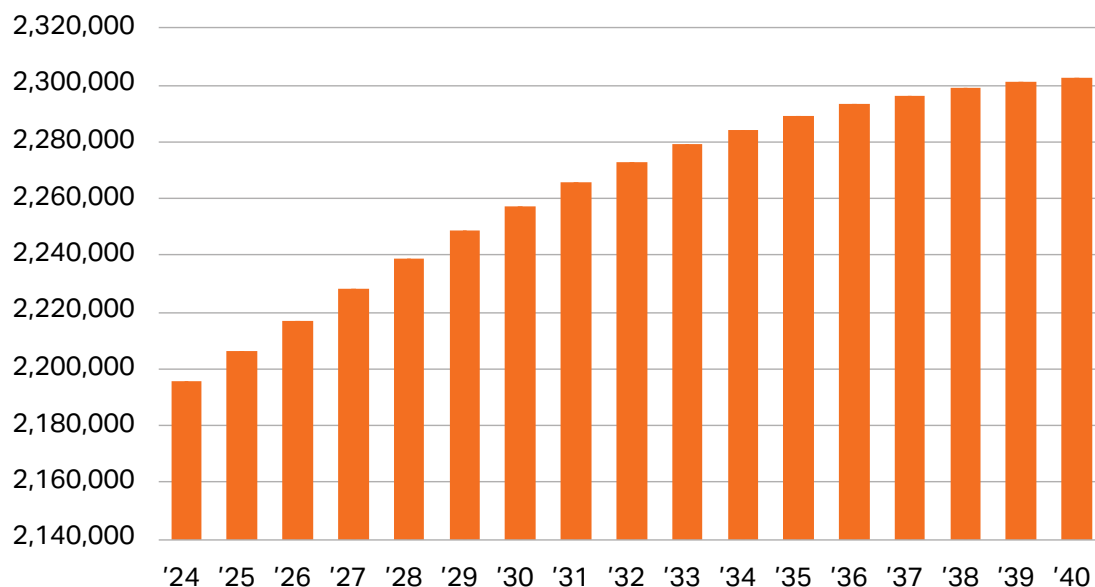
The Morongo Basin Subregion is located within the Mojave Desert and in the high desert region of the county. It is a desert landscape of hills and alluvial fans framed by mountain ranges. Cities within the subregion include Yucca Valley and Twentynine Palms. Joshua Tree is an unincorporated community within the subregion.



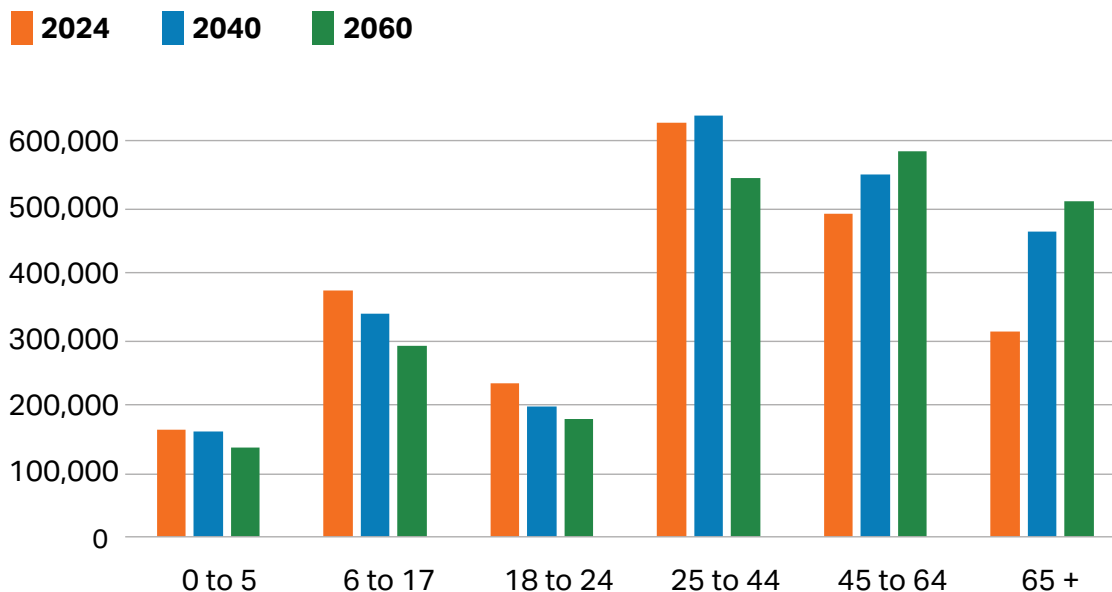
Colorado River

This subregion is framed by the Mojave Desert to the west and the Colorado River to the east. The City of Needles is the only incorporated city within the subregion and borders the State of Arizona.

SAN BERNARDINO COUNTY POPULATION



AGE TRENDS



PEOPLE

Population. The County is the fifth most populous county in the State of California with a total population of 2,195,732 in 2024 and a population density of 109 persons per square mile. Densities in the developed areas tend to be in the range of 3,000 to 4,000 persons per square mile. The County's population forecast varies depending on the source. The State Department of Finance (DOF) forecast shows the County reaching a population of approximately 2.3 million by 2040, representing a 5% growth rate over the next 15 years as shown in Figure 2. The forecast from the Southern California Association of Governments (SCAG) projects a 2.43 million population by 2040 (10.5%) and 2.62 million by 2050 (19%).

Figure 2. Projected Population Growth

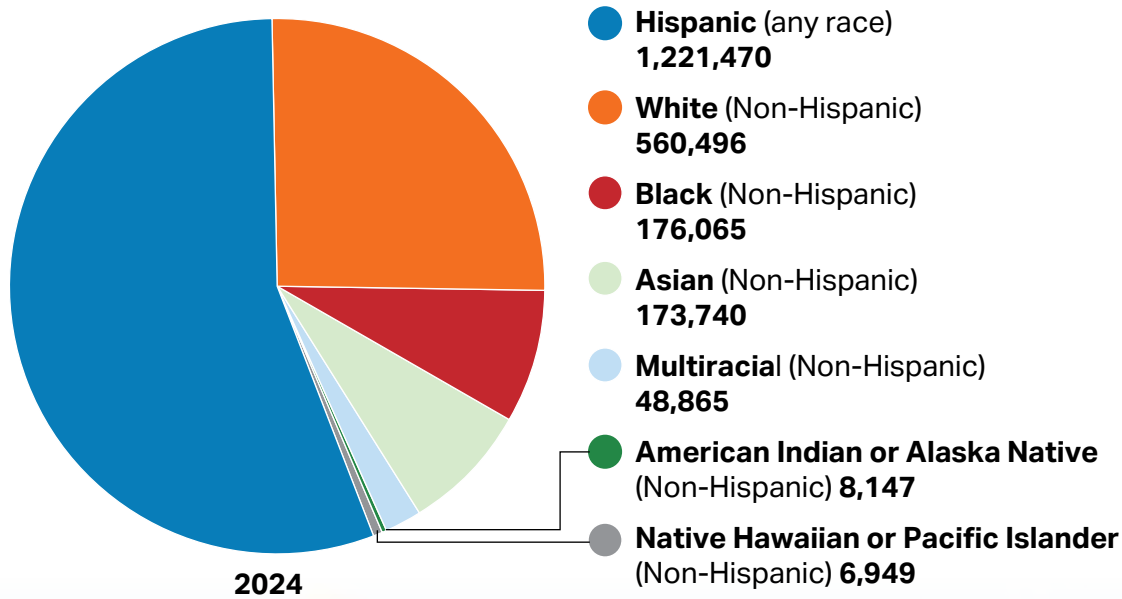
Source. CA DOF, P-2: County Population Projections, 2020-2060

Age. In 2024, persons aged 25 to 44 make up 29% of the total population, according to the DOF forecast. In 2040, all age categories are projected to experience a decline except for age categories 45 to 64 and 65 and older, which are expected to continue to experience an increase in population size as shown by Figure 3. By 2060, it is projected that the 45 to 64 and 65 and older age categories will make up almost 50% of the County's population.

Figure 3. County Age Trends and Projections

Source. CA DOF, P-2B: Population Projections by Individual Year of Age, 2020-2060

POPULATION BY RACE



Race. Hispanic persons make up the largest population in the County followed by White non-Hispanic persons as shown in Figure 4. Population projections for 2040 indicates a 5% growth across each race category indicating the racial make-up of the County is projected to remain the same.

Figure 4. Population by Race

Source. CA DOF, P-1D Total Hispanic and Non-Hispanic Race, 2024



SOCIAL AND HOUSEHOLD CHARACTERISTICS AND CIVIC ENGAGEMENT



Total Households

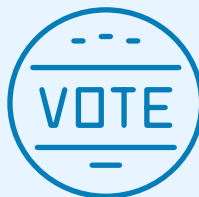
674,191 ACS 1-year estimates 2022.

22% of the population is **foreign born** ACS 1-year estimates, 2022 falls below the **California foreign born population**, which is **27%**, but higher than the national ratio, which is **13%**.



Households with Children under 18: 34 % ACS 1-year estimates 2022.

Voter turnout among population **registered to vote** is **1,138,702**. (general election 2022).



45% of persons speak a **language other than English** at home ACS 1-year estimates 2022.

Average household size 3.2 ACS 1-year estimates 2022, compared to **2.82** for the State of California.



The **median household income** for **San Bernardino County** in 2023 is **\$85,069**, which falls below the California median household income of \$95,521.

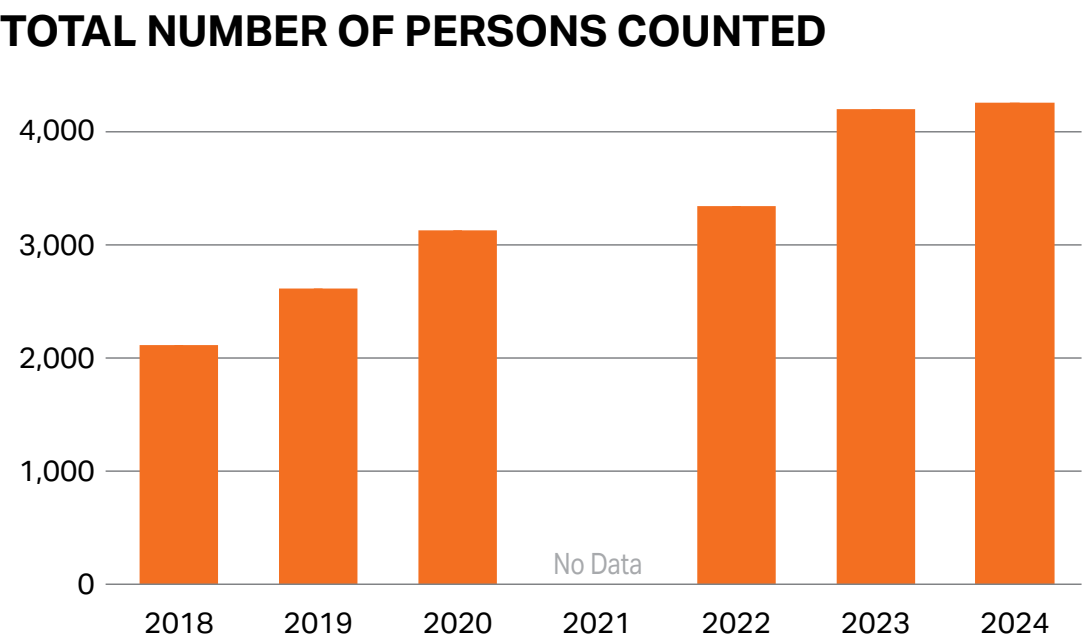


Sources. Total Households, Languages Spoken at Home, Foreign Born Population, Average Household Size, Households with Children under 18: U.S. Census Bureau, ACS 2022, 1-Year Estimates, DP02 Selected Social Characteristics, <https://data.census.gov/table/ACSDP1Y2022.DP02>. Median Household Income: U.S. Census Bureau, ACS 2022, 1-Year Estimates, DP03, Selected Economic Characteristics, <https://data.census.gov/table/ACSDP1Y2023.DP03>. Voters: San Bernardino County Registrar of Voters. "Voter Turnout Statistics," 2022, <https://sbcountyelections.com/elections/votinghistory/>.

People Experiencing Homelessness. The number of persons experiencing homelessness has doubled in size since 2018, with 2,118 then, and 4,195 in 2024 as shown in Figure 5.

Figure 5. Persons Experiencing Homelessness Counts Since 2018

Note. The total count for 2021 is not included in the report.
Source. U.S Department of Housing and Urban Development. “2024 Continuum of Care Homeless Count and Survey Report,” 2024. <https://main.sbcounty.gov/wp-content/uploads/sites/80/2024/05/SBC-Point-in-Time-Count-Report-2024-Final.pdf>.



However, when comparing the total number of persons experiencing homeless in the year 2023 and 2024 in Table 1, there was only a 1% increase in total population, which is an increase of 60 persons from 2023.

Table 1. San Bernardino County 2023 and 2024 Homeless County Comparison

YEAR	SHELTERED	UNSHELTERED	TOTAL
2023 Count	1,219	2,976	4,195
2024 Count	1,200	3,055	4,255
Difference	-19 (1.6%)	+79 (2.6%)	+60 (1.4%)

Source. U.S Department of Housing and Urban Development. “2024 Continuum of Care Homeless Count and Survey Report,” 2024. <https://main.sbcounty.gov/wp-content/uploads/sites/80/2024/05/SBC-Point-in-Time-Count-Report-2024-Final.pdf>.

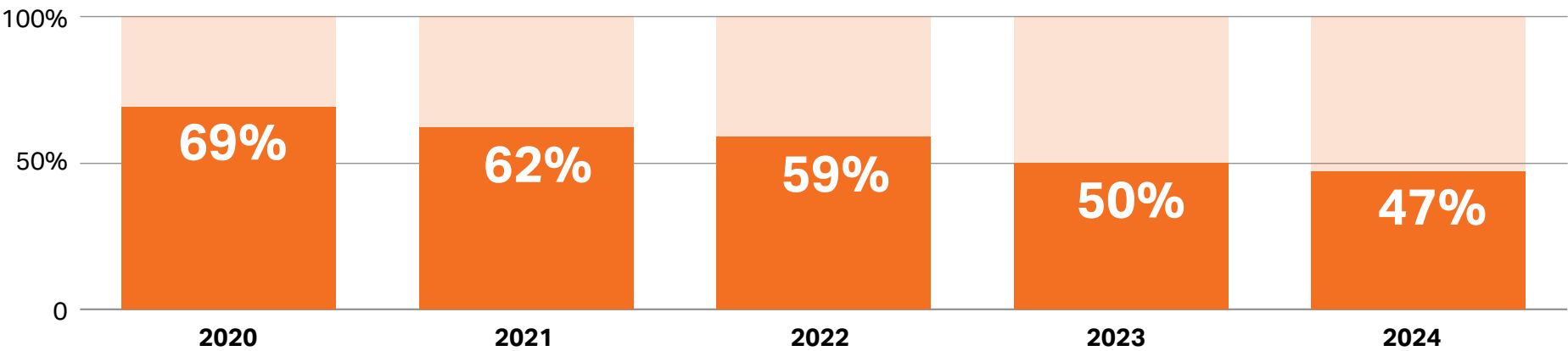
ECONOMY

Housing. The median single family existing home price has increased by 6.2% from July 2023 to July 2024 and has a current median sale price of \$515,000. The median sold price of existing condos and townhomes has increased by 4.7% over the last year and has a current median price of \$472,700. The percentage of buyers in the County who

can afford an entry-level home has decreased over the last 5 years and is currently at 47% as shown in Figure 6. According to the California Association of Realtors First-time Buyer Housing Affordability Index, the minimum income needed to qualify purchasing a home is \$89,100, which is greater than the median household income for the County.

Figure 6. Buyers Who Can Afford an Entry-Level Home

BUYERS WHO CAN AFFORD AN ENTRY-LEVEL HOME



Source. California Association of Realtors. “County Sales & Price Statistics,” August 1, 2024. https://carorg.sharepoint.com/:x/s/CAR-RE-PublicProducts/ET_2DKm5lmVEqXVoLM7RGP0BomBEy7JfeTkOpDgsbh5fLg?rtime=mdSYdj_u3Eg

Key Industries and Employment. There are approximately 1,086,962 persons 16 years and older who are in the labor force, including persons in the armed forces.² The County’s unemployment rate is approximately 6%, which is slightly higher than the State unemployment rate of 5%. Key industries include education services, health care and social assistance, transportation and warehousing, utilities, and retail trade industries, which account for 48% of the total employed population 16 years or older (excluding armed forces).

Key industries in San Bernardino County:



Retail trade: 12%



Transportation and warehousing, and utilities: 13%



Educational services, and health care and social assistance: 23%

2 U.S. Census Bureau. American Community Survey, 2023, 1-Year Estimates, DP03, Selected Characteristics.



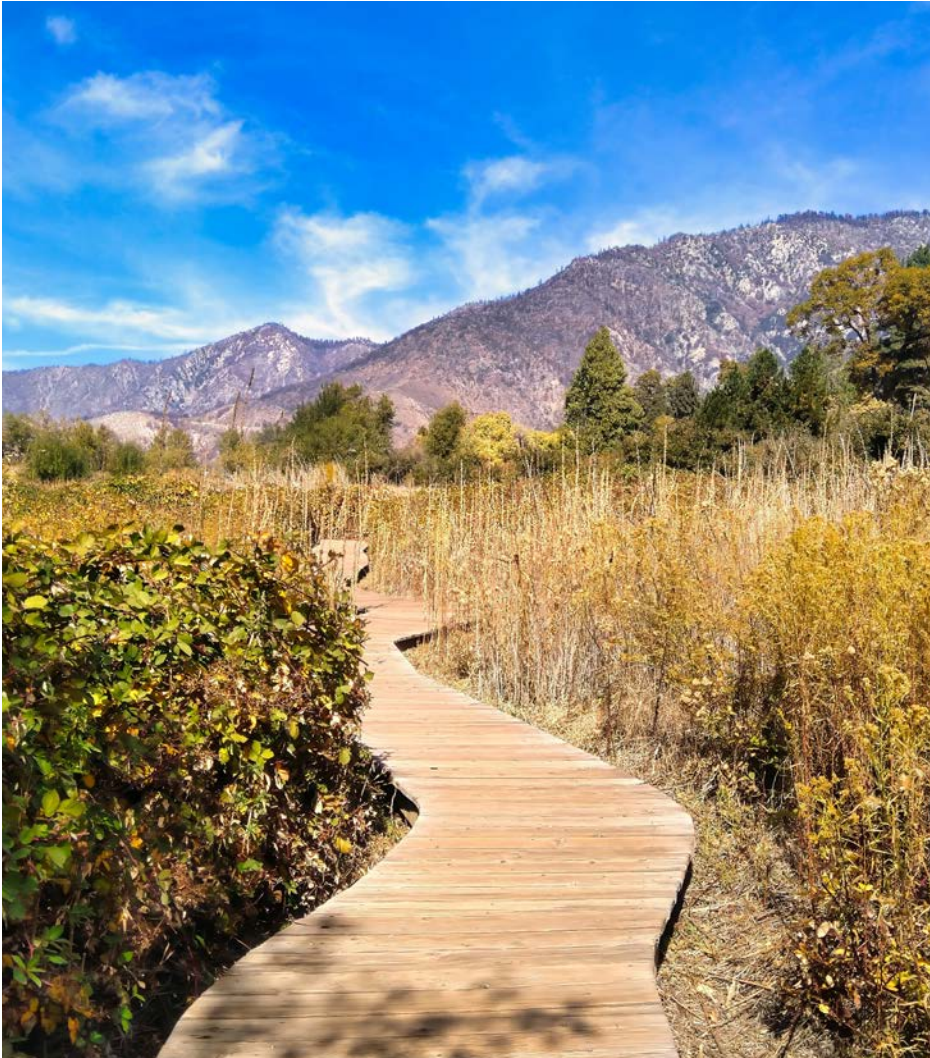
Business Sector. Enterprise businesses accounted for 67% of employed persons in the County in 2021. Table 2 below highlights enterprises by business size categorized by number of people employees. Businesses with less than 100 employees accounted for 22% of the employed population in 2021, indicating that small businesses play a vital role in employment trends in the County.

Table 2. San Bernardino County Number of Firms and Employment, 2021

ENTERPRISE SIZE	FIRMS		EMPLOYEES	
	Number of Firms	Percent of Total Firms	Number	Percent of Total Employees
<20 employees	28,189	85	110,241	17
20-99 employees	2,756	8	92,973	15
100-499 employees	868	3	70,346	11
500+ employees	1,543	5	359,801	57
Total	33,356	—	633,361	—

Source. US Census Bureau. “2021 SUSB Annual Data Tables by Establishment Industry.” Census.gov, July 22, 2024. <https://www.census.gov/data/tables/2021/econ/susb/2021-susb-annual.html>.

The programs and projects below include a list of programs and projects enabled through San Bernardino Council of Governments (SBCOG). The list includes budgeting capacity, Regional Early Action Planning Grants of 2021 (REAP 2.0) projects, and other countywide sustainability and climate related projects. The programs will be funded by a variety of sources, such as member dues, Measure I, REAP 2.0 grants, the Carbon Reduction Program grants (CRP), Caltrans Sustainable Transportation Planning Grant Program, and the California Public Utilities Commission (CPUC).



Work Plan Programs and Priorities

The programs and project options selected were informed through comprehensive outreach including, initial discussions with the SBCOG Board Ad Hoc, targeted coordination and collaboration over five subregional meetings held with subsets of City and County Managers, and research on programs offered by sister agencies including the Western Riverside Council of Governments (WRCOG) and the San Gabriel Valley Council of Governments (SGVCOG). The subregional meetings were held in the West Valley, East Valley, Mountain, Victor Valley, and Desert Regions. Finally, the Work Plan is being reviewed and anticipated to be approved by the General Policy Committee and the Board of Directors. Funding for these plans and programs will be a mix of Member Agency Dues, Equity/Indirect Funds, Measure I where applicable, grant funds, and partner funds.



HOMELESSNESS STRATEGIC PLAN

Program Summary: This program is a regional strategy to plan for the population of persons experiencing homelessness within the County with prioritized programs and targeted strategies. San Bernardino Council of Governments (SBCOG) will lead a collaborative strategy for the region and coordinate with member jurisdictions. The plan will include an inventory of existing resources, law enforcement options, nonprofit organization (NGO) support, and create strategies to plan and prioritize shelter placement for individuals experiencing homelessness. Additionally, the program will identify and prioritize funding opportunities to support the identified strategies across region.

Deliverable: Establish a regional strategy with prioritized projects, inventory of existing resources, and strategy for countywide coordination.

Target Fiscal Year	2025/2026
Funding Source	Member Dues, Equity/Indirect
Funding Amount	\$750,000



STREET VENDOR TOOLKIT/STANDARDS AND COMPLIANCE/ENFORCEMENT STRATEGIES

Program Summary: Street vendor regulation varies from jurisdiction to jurisdiction in the County, which can be difficult for street vendors to navigate the complexity of the permitting process when operating in different jurisdictions. This program will analyze and create best practices on regulations and ordinances to create a menu of options for jurisdiction to implement to create consistency across the region and encourage street vendors to operate in compliance. Identify options for local agencies to utilize for the purposes of compliance and enforcement.

Deliverable: Toolkit and standards on street vendor regulation.

Target Fiscal Year	2026/2027
Funding Source	Member Dues
Funding Amount	\$250,000



SMALL BUSINESS VENDOR FAIRS

Program Summary: The program creates networking opportunities for small business owners countywide to connect with other vendors and consumers to enhance visibility and boost sales. It includes collaboration with member agencies and partners to host vendor and procurement fairs.

Deliverable: Establish vendor fairs throughout the county to highlight small businesses within the region.

Target Fiscal Year	2024/2025–2028/2029
Funding Source	Equity/Indirect
Funding Amount	\$290,000



SMALL BUSINESS HUB

Program Summary: This program will establish a hub or dashboard for public access to public procurements and a site that promotes local, small business service providers for the benefit of San Bernardino Council of Government's (SBCOG's) member jurisdictions.

Deliverable: Dashboard that promotes small business service providers.

Target Fiscal Year	2025/2026–2026/2027
Funding Source	Member Dues, Equity/Indirect
Funding Amount	\$550,000



REGIONAL SMALL BUSINESS CERTIFICATION

Program Summary: The program creates a regionally recognized small business certification that individual jurisdictions may opt into so as to support small businesses in applying and bidding for a government contract. Amongst the San Bernardino Council of Governments (SBCOG) members, many of the cities' and towns' bidding platforms are used with varying registration requirements, they do not have a main point of contact for procurement and purchasing, which is cumbersome for small businesses and may deter them from successfully contracting with the local governments.¹ This program allows participating businesses to capitalize on opportunities in government and private-sector procurement through a more equitable process.

Deliverable: Create a regional procurement program to streamline certification for small businesses and training for small businesses in contract administration.

Target Fiscal Year	2025/2026–2026/2027
Funding Source	Member Dues, Equity/Indirect
Funding Amount	\$315,000



FORUM

Program Summary: Discussion and information sharing meetings between cities, towns, and counties on various issues and challenges experienced within the county. Discussion topics will include Municipal Separate Storm Sewer System (MS4) Permits, Ambulance Contracts, Animal Shelters, and more.

Deliverable: Host discussion opportunities focused on a rotation of topics and challenges within the county.

Target Fiscal Year	2025/2026–2028/2029
Funding Source	Member Dues, Management/Support Cost (2910 and 7001)
Funding Amount	\$11,000

¹ Amplify Communities, "San Bernardino Region Public Procurement Memorandum," 2023.



SMART INTERSECTIONS AND CORRIDORS

Program Summary: Countywide Capital Improvement Projects for identified corridors under the Smart County Master Plan (SCMP). Implement Smart Corridor pilots to extend the principles of smart intersections along entire traffic corridors, modernize transportation at a large scale to facilitate smoother traffic flow, enhance safety, reduce travel times, and minimize environmental impact.

Deliverable: New smart intersections and corridors.

Target Fiscal Year	2024/2025–2028/2029
Funding Source	Measure I
Funding Amount	\$5,000,000



SPEAKER SERIES

Program Summary: The program creates an opportunity, quarterly or biannually, for discussion on various topics and networking opportunity for member jurisdictions.

Deliverable: Establish a panel of experts or series of speakers to create discussion opportunities and networking events.

Target Fiscal Year	2024/2025–2028/2029
Funding Source	Member Dues, Management/Support Cost (2910 and 7001)
Funding Amount	\$41,800



CAD-TO-CAD

Program Summary: This program, focused on connecting computer-aided dispatch (CAD) systems, would implement data sharing across boundaries to improve emergency services. To create a unified system and maximize public safety, this program would leverage the existing Inland Empire Public Safety Operations Platform (IE PSOP) and connect neighboring Emergency Communication Centers (ECC) and other cooperating agencies through a cloud-hosted communications system interface.

Deliverable: Cloud-hosted communications system interface known as CAD-to-CAD.

Target Fiscal Year	2027/2028
Funding Source	Member Dues, Management/Support Cost (2910 and 7001)
Funding Amount	\$357,500
Subregions and Participating Cities	CONFIRE Jurisdictions: Apple Valley, Big Bear, Chino, Chino Hills, Colton, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, Running Springs, San Bernardino County, San Manuel Band of Mission Indians, Victorville

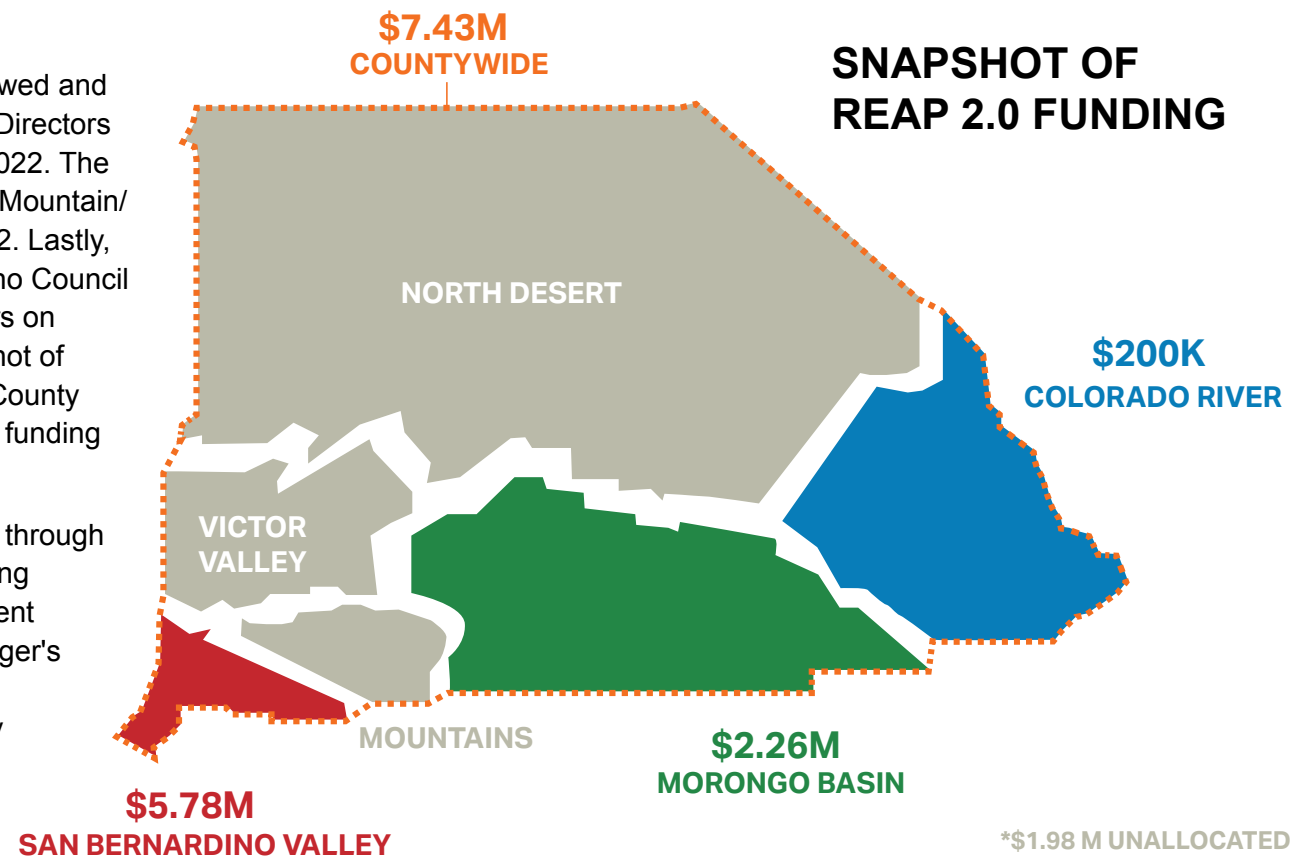
REAP 2.0 Programs

The Regional Early Action Planning Grants (REAP) 2.0 program was established as part of the 2021 California Comeback Plan under Assembly Bill 140 and builds on the success of the REAP 2019 program.² The REAP program focused on providing housing planning and process improvement services to cities and counties. Building on the success of the REAP 2019 program, REAP 2.0 seeks to accelerate infill housing development, reduce vehicle miles traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and implement adopted regional and local plans to achieve these goals.

The REAP 2.0 grant applications were reviewed and recommended for approval by the Board of Directors Metro Valley Study Session on August 11, 2022. The item was recommended for approval by the Mountain/Desert Policy Committee on August 12, 2022. Lastly, the item was approved by the San Bernardino Council of Governments (SBCOG) Board of Directors on September 7, 2022. As shown in the Snapshot of REAP 2.0 Funding graphic to the right, the County received over 17 million dollars in combined funding for Countywide and regional programs.

SBCOG coordinated with member agencies through the standing committee of jurisdiction planning directors called the Planning and Development Technical Forum (PDTF), City-County Manager's Technical Advisory Committee (CCMTAC), and through one-on-one meetings to identify and select REAP application projects. Additionally, SBCOG staff informed the selection of projects through collaboration

with member agencies to identify eligible sites for affordable housing in their jurisdiction, housing-related projects undergoing the process of entitlement, and technical assistance needs related to implementing projects and programs in their 6th cycle certified housing element that could be supported by REAP funds. The following section provides a summary of the selected projects that received funding from the REAP 2.0 program.



2 Southern California Association of Governments. "REAP 2.0 - Southern California Association of Governments," April 7, 2022. <https://scag.ca.gov/reap2021>.

VMT MITIGATION BANK – CTC PARTNERSHIP PROGRAM

Program Summary: To establish a regional San Bernardino County VMT Mitigation Bank (VMT Bank) using a mode-choice-based framework, with telework as an initial regional mitigation measure and incrementally adding transit and shared-ride measures. Initially, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel with home-based work, or “telework.” The money exchanged for purchased credits could be applied to individual, local, regional, or State VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program. While telework would be the primary mode choice included in the bank initially, additional mode-choice programs, such as transit, vanpool/ carpool, and active transportation will be incrementally added in the course of this 2-year pilot project. The concept is one of incentivizing trip-reducing behavior, which will, in turn, build more demand for alternate mode investments. Once fully developed, the program will provide financial incentives to persons living in disadvantaged areas who are able to telework, ride transit, vanpool/carpool, or bike/ walk to work. Secondly, using proceeds from the VMT Bank, the San Bernardino County Housing Trust will be able to target funding to affordable housing and supportive infrastructure projects located in these disadvantaged communities. The VMT Bank may be the first in the State to be implemented. It is innovative and transformative in that it will incentivize “trip-makers” to make modal choices that personally reduce their VMT.

Deliverables:

- 1. Develop Home-Based Work-Mode-choice-based framework/ VMT Bank Program:** Establish a framework, develop the VMT Mitigation Bank application, and market the program to enroll participants and attract developers.
- 2. Develop Verification Oversight and Banking Capabilities:** Develop funding strategies for incentives, establish the VMT Bank, and set up third-party verifier to validate recorded VMT reductions.
- 3. Sell Banked VMT Credits:** Sell developers VMT-mitigation credits, prices will be market-based with the minimum amount to be the VMT credit development costs (credits will not be funded by the REAP 2.0 CTC grant).

Target Fiscal Year	2024/2025–2025/2026
Funding Source	REAP 2.0 and CRP (Federal Carbon Reduction Program)
Funding Amount	\$3,045,000
Subregions and Participating Cities	Countywide



MULTI-MODAL COMPLETE STREETS PROGRAM – (CTC) PARTNERSHIP PROGRAM

Program summary: Supports transformative planning activities connecting infill housing to daily services and increase travel options that support multimodal communities to shift travel modes.³ The projects will all demonstrate a nexus to accelerate infill development that facilitates housing supply, choice and affordability. Projects will reduce VMT and affirmatively further fair housing by fostering racially equitable and inclusive communities while retaining and increasing affordability and protecting existing residents from displacement.

Deliverable: Pre-construction activities for transportation improvements near affordable housing sites. Deliverables could include surveys, preliminary engineering design, background studies, environmental studies, pre-construction documents (PS&E package). Colton and Rialto have planning studies completed pertaining to active transportation.

Target Fiscal Year	2024/2025
Funding Source	REAP 2.0
Funding Amount	\$6,519,868
Subregions and Participating Cities	San Bernardino Valley: Cities of Colton, Fontana, Ontario, Rialto, and Upland Morongo Basin: City of Twentynine Palms

³ Southern California Association of Governments. "2023 County Transportation Commission Partnership Program, Program Guidelines," 2023. https://scag.ca.gov/sites/main/files/file-attachments/ctc_call_for_projects_guidelines_04112023_final.pdf?1681314989.



SUBREGIONAL PARTNERSHIP PROGRAM 2.0

Program Summary: The program focuses on implementing approved and compliant Housing Elements in order to invest in early actions that will accelerate infill development facilitating housing supply, choice, and affordability.⁴ The goal is to affirmatively further fair housing while reducing VMT across the region. The program will provide member jurisdictions with technical assistance and materials to adopt and implement. Additionally, webinars and technical training will be available to facilitate and accelerate affordable housing projects. Finally, the project assists with outreach and engagements to all community members, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing. Program funding is available to member jurisdictions interested in technical assistance.

Deliverable: Templates and Implementation Guides for best practices, AFFH engagement programs, technical assistance to jurisdictions and programs/actions implemented.

Target Fiscal Year	2024/2025
Funding Source	REAP 2.0
Funding Amount	\$2,367,317
Subregions and Participating Cities	Agencies interested in technical assistance include: San Bernardino Valley: cities of Chino Hills, Colton, Loma Linda, and Yucaipa Victor Vally: cities of Hesperia and Victorville Colorado River: City of Needles

4 Southern California Association of Governments. "Subregional Partnership Program 2.0 - Southern California Association of Governments," September 6, 2022. <https://scag.ca.gov/post/subregional-partnership-program-20>.



HOUSING INFILL ON PUBLIC AND PRIVATE LANDS (HIPP) PILOT PROGRAM

Program Summary: SBCOG will partner with member jurisdictions and the San Bernardino County Superintendent of Schools to develop a comprehensive inventory and analysis of all surplus properties within the County to identify suitable sites for housing development. The project will identify sites that could accommodate housing at a variety of affordability levels, with focus on workforce housing for educators. An implementation guide detailing best practices and implementable actions to provide member jurisdictions with direction on how to develop sites with residential uses will be created. Finally, the pilot project with the City of Needles will utilize the implementation guide to demonstrate the streamlined process of predevelopment activities related to publicly owned surplus land, environmental assessment, surveys, etc., for development of affordable housing.

Deliverable: Implementation Guide, inventory, development guide for jurisdictions, project documents for Needles, such as permits.

Target Fiscal Year	2024/2025
Funding Source	REAP 2.0
Funding Amount	\$720,000
Subregions and Participating Cities	Countywide Colorado River: City of Needles



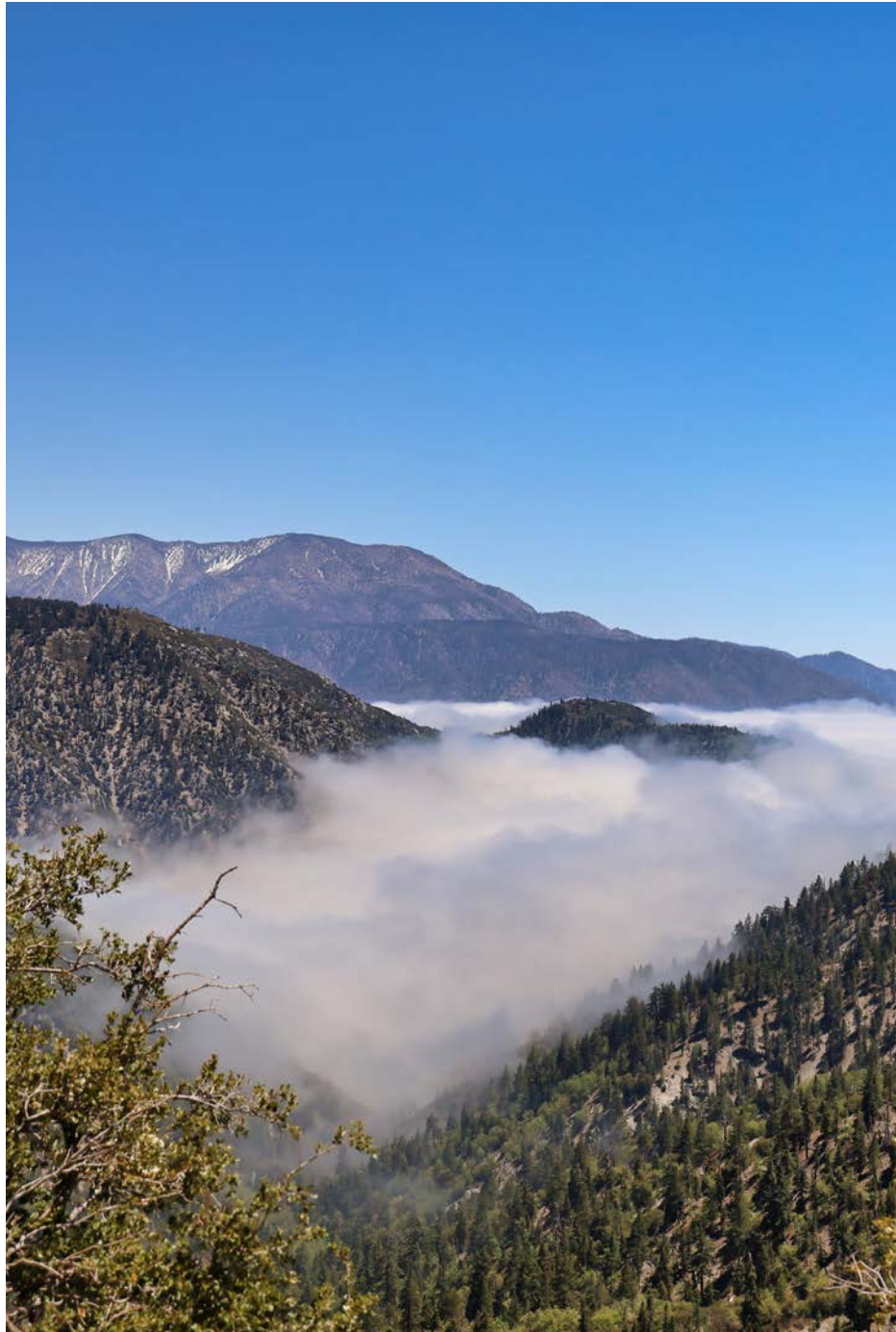
NOTICE OF FUNDING AVAILABILITY – FUNDING FOR LASTING AFFORDABILITY/PATH

Program Summary: The program will establish and administer the San Bernardino Regional Housing Trust (Housing Trust) and provide a mechanism to raise and leverage existing funds to support the creation of housing, with a focus on affordable housing.⁵ Additionally, two programs with the City of Ontario and the City of Twentynine Palms will demonstrate how a gap financing program will be used to provide funding needed to complete the affordable housing projects and accelerate infill development in order to increase the housing stock Countywide. For additional information on the Housing Trust see the Current and Ongoing Programs section.

Deliverable: Establishment of Housing Trust and accompanying documents, gap financing program for pilot projects.

Target Fiscal Year	2024/2025
Funding Source	REAP 2.0
Funding Amount	\$5,000,000
Subregions and Participating Cities	Countywide San Bernardino Valley: City of Ontario Morongo Basin: City of Twentynine Palms

5 San Bernardino Transportation Authority. "San Bernardino Regional Housing Trust - SBCTA." SBCTA, June 27, 2023. <https://www.gosbcta.com/housing-trust/>.



Current and Ongoing Programs

This section includes a summary of programs SBCOG and its member jurisdictions have recently begun or are ongoing.

SMART COUNTY MASTER PLAN (SCMP)

Program Summary: SBCOG is leading a Smart County Master Plan (SCMP) that will provide a roadmap for improving the region's communications and technology infrastructure to better serve the County's growing technology needs.⁶ The SCMP will allow the County and its cities to be more competitive for the growing number of State and Federal grants available to local governments. Goals of the SCMP are to improve technology infrastructure, address growing technology needs, equitable resource distribution, share information/break down silos, and to serve the County and all jurisdictions. The SCMP is divided into two phases, the Early Action Plan and the Long-Range Smart County Master Plan. The Early Action Plan, which identifies tasks that the region can implement, has been completed. Early Action Plan projects include broadband, smart intersections, smart corridors, Advanced Traveler Information System (ATIS) and Emergency Management Services (EMS), CAD-to-CAD, and Zero Emission Vehicles (ZEV). The Early Action Plan identified next steps for implementation.

Deliverable: Master Plan to promote clean and sustainable transportation, enhance traffic flow and connectivity, improve quality of life through universal broadband access, and rewrite the narrative by promoting advancements and celebrating early wins to incentivize living and working in the County.

Target Fiscal Year	2024/2025
Funding Source	County of San Bernardino, SBCTA
Funding Amount	\$1,000,000

⁶ San Bernardino Transportation Authority. "SBCTA/SBCOG Team With County on Smart County Master Plan." SBCTA, December 12, 2022. <https://www.gosbcta.com/sbcta-sbcog-team-with-county-on-smart-county-master-plan/>.

Equity Framework

Program Summary: The Equity Framework kicked off in July 2024 and will build off of the work completed and guide the agency toward its equity goals when implementing projects, designing programs, and performing public outreach.⁷ As a part of the Equity Framework Scope, which derives from direction of the Equity Ad Hoc discussion and ultimately direction of the Board, SBCTA/SBCOG has a goal of strengthening relationships with Community Based Organizations and other local partners. Additionally, as the goals of funding agencies evolve to include questions on how applicants address inequities, it has become clear that SBCTA/SBCOG needs to define equity clearly and identify practices that support its definition.

Deliverable: Create a plan to compile studies to guide member agencies in advancing SBCOG equity goals and strengthen relationships with Community Based Organizations and other local partners to advance SBCOG equity goals.

Target Fiscal Year	2024/2025
Funding Source	Equity/Indirect
Funding Amount	\$199,934

San Bernardino Regional Housing Trust

Program Summary: The San Bernardino Regional Housing Trust (SBRHT) will be established by execution of the Joint Exercise of Powers Agreement (JPA) by and between participating jurisdictions. Through the established JPA, the SBRHT would be authorized to receive and pursue public and private financing and funds for the purpose of funding the planning, construction, and preservation of housing for extremely low-, very low-, low-, and moderate-income households, and attract significant funding and affordable housing development interest into the San Bernardino region. Through strong participatory governance, member jurisdictions will increase the region's affordable housing supply, reduce household overcrowding, increase equitable access to community resources, and provide financial relief for vulnerable and cost-burdened households.

Deliverable: Establish a JPA for the San Bernardino Regional Housing Trust including to develop a framework and methodology for member dues, distribution of funds, administration and funding priorities of the trust.

Target Fiscal Year	2024/2025
Funding Source	REAP 2.0
Funding Amount	\$1,500,000

⁷ San Bernardino Transportation Authority. "SBCTA/SBCOG Team With County on Smart County Master Plan." SBCTA, December 12, 2022. <https://www.gosbcta.com/sbcta-sbcog-team-with-county-on-smart-county-master-plan/>.

The programs and projects included in this section highlight ongoing and upcoming cross-jurisdiction projects in the region, which involve multiple council of governments agencies, specifically within the Inland Empire region.

Climate Pollution Reduction Grant Program

Climate Pollution Reduction Grant (CPRG) SCAQMD

Program Summary: SBCOG led development of a Priority Climate Plan for the bi-county Riverside/San Bernardino MSA (Metropolitan Statistical Area), funded by the Environmental Protection Agency. A bi-county grant application was submitted for implementation of multiple climate measures but was not awarded CPRG funding. However, SBCOG/SBCTA are part of a collaboration with the South Coast Air Quality Management District (SCAQMD) that was awarded the largest CPRG grant in the United States focused on cleaning up the goods movement system across Southern California. SBCOG will collaborate on identifying those investments over approximately a 5-year period.

Deliverable: A study identifying investments to reduce air pollution in the goods movement system within the San Bernardino County.

Target Fiscal Year	2024/2025–2029/2030
Funding Source	US EPA CPRG
Funding Amount	A share of SCAQMD's \$500,000,000 CPRG award

Caltrans Sustainable Transportation Planning Grant – Climate Adaptation Programs

Emergency Evacuation Network Resilience (EENR) Study

Program Summary: SBCOG and WRCOG have partnered to conduct an Emergency Evacuation Network Resilience (EENR) Study. The study will conduct a local-level evacuation compliance assessment (Senate Bill 99) and a high-level evacuation route capacity, safety, and viability analysis (Assembly Bill 747) for up to 40 member agencies within SBCOG and WRCOG's jurisdiction. This Study builds upon the completed Resilient Inland Empire (Resilient IE) Study to provide planning resources for extreme weather events through evacuation planning, identifying communities with inadequate access to transportation options, and planning for increased transportation options in evacuation corridors.

Deliverable: The EENR Study will help individual agencies to identify areas where transportation networks need redundancy improvements to boost resilience and recommend specific infrastructure to help areas adapt to extreme weather events.

Target Fiscal Year	2024/2025
Funding Source	Caltrans Climate Adaptation Planning Grant Program
Funding Amount	\$1,500,000

Inland Regional Energy Network Energy Efficiency Programs

The Inland Regional Energy Network (I-REN) Program is an initiative to help San Bernardino and Riverside County jurisdictions access project development and funding resources for energy efficiency projects.

On January 9, 2019, SBCOG's Board of Directors authorized staff to pursue the development of a Regional Energy Network (REN) in coordination with the Coachella Valley Association of Governments (CVAG) and the Western Riverside Council of Governments (WRCOG). In October 2021, the California Public Utilities Commission (CPUC) issued a proposed decision to approve the I-REN Business Plan. The decision provided \$65 million combined over 5 years for funding of programs for jurisdictions within both the San Bernardino County and the Riverside County. I-REN initiatives are guided by the I-REN Executive Committee, consisting of a board of elected officials from San Bernardino and Riverside Counties.

PUBLIC SECTOR PROGRAMS

The Public Sector Program offers no-cost energy efficiency support and technical assistance to all public agencies served by Southern California Edison or Southern California Gas Company including cities, school districts, water districts, special districts, and tribes.

Target Fiscal Year	2022–2027
Funding Source	California Public Utilities Commission (CPUC)
Funding Amount for Both Counties	\$29,600,000

Building Upgrade Concierge (Technical Assistance and Strategic Energy Planning)

Program Summary: The Building Upgrade Concierge (BUC) software is part of the technical assistance provided to member jurisdictions, designed to be a one-stop-shop to access information on energy efficiency, building codes and standards, available rebates and grants, financing opportunities, access to energy consumption of publicly owned facilities, and various types of reporting.

BUC has three components that work together to support member agencies.

1. **Analytics** – This includes the dashboard, benchmarking, and energy analysis tools. The dashboard provides at-a-glance energy savings information, while the benchmarking and energy analysis tools allow a deeper understanding of energy usage.
2. **Modeling** – These tools allow agencies to estimate the energy savings potential of various projects, along with any associated incentives that may be available through I-REN.
3. **Measurement & Verification** – This tool allows agencies and I-REN personnel to track the performance of installed projects and calculate the incentives that have been achieved.

The Public Sector Program focuses on helping public agencies save energy and money with the following support:

- **Energy Usage Review** – Review utility data and share insights on energy savings potential, including an energy benchmarking tool created exclusively for I-REN agencies called the Building Upgrade Concierge (BUC)
- **Energy Resilience Roadmap** – Help develop a plan to make lasting energy impacts, big and small
- **Energy Audits** – Identify actionable energy improvement projects for public facilities
- **Funding and Financing Support** – Help secure incentives and financing for projects

- **Project Completion** – Help take plans off the shelf and into reality with project coordination support
- **Celebrate Success** – Spread the word about agency leadership and achievements through case studies, check presentations, and other community outreach

Deliverable: Dashboard providing information on energy efficiency, building codes and standards, available rebates and grants, financing opportunities, access to energy consumption of publicly owned facilities, and various types of reporting.

PROGRAM IN ACTION

Member agencies who are actively receiving Public Sector Program support include:

- | | | | |
|------------------------|--------------------------|-----------------------------|--------------------------|
| 1. City of Adelanto | 5. City of Fontana | 9. City of Rancho Cucamonga | 13. City of Yucaipa |
| 2. City of Barstow | 6. City of Grand Terrace | 10. City of Redlands | 14. Town of Apple Valley |
| 3. City of Chino Hills | 7. City of Highland | 11. City of San Bernardino | |
| 4. City of Colton | 8. City of Ontario | 12. City of Victorville | |

Member agencies who have conducted a minimum of one energy audit include:

- | | | |
|-------------------------|-----------------------------|---------------------------|
| 1. Town of Apple Valley | 4. City of Grand Terrace | 7. City of Redlands |
| 2. City of Barstow | 5. City of Highland | 8. City of San Bernardino |
| 3. City of Fontana | 6. City of Rancho Cucamonga | 9. City of Victorville |

Energy Efficiency Community Block Grant (EECBG) (Technical Assistance and Strategic Energy Planning)

Program Summary: The Department of Energy (DOE) deployed \$550M of Energy Efficiency Community Block Grant (EECBG) funds in January 2023 designed to help states, local governments, and Tribes reduce energy use, reduce fossil fuel emissions, and improve energy efficiency. Several eligible uses for these grant funds included, but are not limited to, energy efficiency retrofits and renewable energy technologies related to government buildings, traffic signals, and street lighting. The I-REN Public Sector team provided ongoing technical assistance to I-REN member agencies for the EECBG funding. The types of EECBG projects supported have included battery systems, streetlights, building retrofits, solar charging stations, HVAC and lighting controls, electric vehicle (EV) charging stations, and solar light poles.

I-REN support to SBCOG member agencies included:

- Facilitating the application processes
- Providing sample applications
- Technical assistance and guidance
- Hosting information sessions
- Coordination with the Department of Energy (DOE) and the California Energy Commission (CEC)
- Navigating funding options
- Enhancing community energy strategies

Deliverable: Retrofit and renewable energy technologies related to government buildings, traffic signals, and street lighting.

PROGRAM IN ACTION

The following SBCOG member agencies have received I-REN EECBG technical support, along with their total formula allocation funding and proposed projects:

1. **City of Adelanto: \$76,240** – Solar Light Poles Project
2. **City of Chino Hills: \$131,750** – Battery System, City Yard
3. **City of Fontana: \$230,640** – Solar Charging Station and Facility Retrofit
4. **City of Redlands: \$133,300** – Joslyn Senior Center
5. **City of San Bernardino: \$249,590** – Streetlights
6. **City of Victorville: \$173,590** – Novar System and Retrofits
7. **City of Yucaipa: \$113,510** – Charging Stations

Cash for Kilowatts

Program Summary: The I-REN Cash for Kilowatts Program provides incentives and financing for savings based on energy reduction achieved with a special focus on Heating, Ventilation, Air Conditioning (HVAC) improvements to community-serving buildings. The money saved on the monthly electric bill will help pay for facility upgrades. There are \$10.75 million dollars in incentives available.

Deliverable:

Incentives and financing for savings from HVAC upgrades for community-serving buildings.

PROGRAM IN ACTION

The following SBCOG member agencies have conducted an I-REN Energy Audit at an eligible public facility and their respective eligible incentives:

CITY/TOWN	NUMBER OF INCENTIVES/FINANCING	PUBLIC FACILITY AND FUNDING AMOUNT
City of Barstow	2	City Hall \$28,752 Dana Park \$3,242
City of San Bernardino	1	Feldheym Library \$188,015
City of Victorville	2	Center of Arts \$9,554.98 City Hall \$737,371
Town of Apple Valley	3	Corporate Yard \$19,571 Development Services \$48,558 Conference Center, Police Department \$36,272

WORKFORCE EDUCATION AND TRAINING PROGRAMS

The Workforce Education and Training (WE&T) Program is primarily focused on providing resources to support the development of green workforce pathways, by building partnerships within the community to help advance and promote energy jobs for a trained workforce in both Riverside and San Bernardino counties. I-REN is uniquely positioned to effectively support these initiatives through the direct connections to local governments and interested parties that I-REN, and its Council of Government member agencies, have with the communities within Riverside and San Bernardino Counties. The intent of this Sector is not to duplicate initiatives already under delivery by Investor-Owned Utilities (IOUs) or various workforce organizations, but to supplement and tailor programs to fill gaps, with a focus on enhancing energy and energy efficiency knowledge and understanding.

During the development of other WE&T Sector program initiatives (energy certification, and workforce training programs), staff continue to meet and develop relationships with various educational institutions, workforce organizations, and community-based organizations specialized in supporting job pathways in energy fields. Staff have met with approximately 30 local organizations to date.

WE&T Workforce Development

Program Summary: Connect with local companies to develop appropriate job pathways, develop energy efficiency training for job pathways, foster connections between industry and workforce development organizations. Help job seekers find employment in energy efficiency and advanced energy. Collaborate with employers to provide continuing education for professional development and employee retention.

Staff is in the process of identifying services that can assist staff and the I-REN Executive Committee to determine the workforce gaps within both Riverside and San Bernardino Counties to help guide the implementation and deployment of existing WE&T resources as well as support and identify the best use of the remaining unallocated WE&T budget.

Target Fiscal Year	2022–2027
Funding Source	California Public Utilities Commission (CPUC)
Funding Amount for Both Counties	\$15,100,000

Deliverable: Connect job seekers to companies, develop job pathways, and provide continuing education.



WE&T Training and Education

Program Summary: Establish local partnerships to enable job seekers have easy access to training and education. The program will assess the training resources currently available and support providers to “train the trainer” on energy efficiency topics and trends.

The WE&T program aims to deploy up to 27 I-REN Energy Fellows per

year to offer energy efficiency support services at no cost to member agencies. Total estimated value per fellow at \$33,000.

Deliverable:

Establish a fellowship program for continuing education.

▲ PROGRAM IN ACTION

The following SBCOG member agencies have hosted an I-REN Energy Fellow for the 2023–2024 service year:

- | | |
|--------------------------|-----------------------------|
| 1. City of Chino Hills | 4. City of Rancho Cucamonga |
| 2. City of Grand Terrace | 5. City of San Bernardino |
| 3. City of Ontario | |

The following SBCOG member agencies will host an I-REN Energy Fellow for the 2024–2025 service year:

- | | |
|------------------------|-----------------------------|
| 1. City of Chino Hills | 3. City of Rancho Cucamonga |
| 2. City of Ontario | 4. Town of Apple Valley |



CODE AND STANDARDS PROGRAMS

The Code and Standards (C&S) programs seek to empower local building department staff and building professionals to be energy-efficiency leaders in the community. The program will support the local jurisdictions' building departments through identifying potential issues, providing guidance to permit applicants, and streamlining the permitting process. The program will engage and support local builders and the building industry to comply with energy codes through education. Lastly, the program will provide regional tools, training, and resources to promote energy codes by serving as a bridge between the Statewide Codes Team and the local industry.

Target Fiscal Year	2022–2027
Funding Source	California Public Utilities Commission (CPUC)
Funding Amount for Both Counties	\$9,390,000

C&S Training and Education Program

Program Summary: I-REN C&S Training and Education Program establishes and implements training and education for building department staff and the building industry to support, understand, and effectively implement energy efficiency codes and standards (C&S), including where gaps exist in the Statewide Investor-Owned Utility (IOU) Compliance Improvement program and enforcement activities. The Program also includes outreach to engage, educate, and involve regional construction firms, architects, industry experts, and building departments, as well as support compliance and enforcement within regional energy efficiency programs and customers.

The C&S Training and Education Program provides accessible information on existing requirements, as well as continuing education on the latest changes and trends in energy codes and standards through the form of monthly no-cost virtual training. Training participants are eligible to receive free continuing education units (CEU) training certificates from the International Code Council (ICC) valued at an approximate cost per registrant between \$40 and \$50.

Deliverable: Provide training for the building department staff and other professionals on energy efficiency codes and standards.

PROGRAM IN ACTION

The following member agencies have participated in an I-REN C&S training:

- | | | | |
|--------------------------|-----------------------|------------------------------|------------------------------|
| 1. City of Adelanto | 6. City of Hesperia | 11. City of Ontario | 16. City of Twentynine Palms |
| 2. City of Chino Hills | 7. City of Highland | 12. City of Rancho Cucamonga | 17. City of Yucaipa |
| 3. City of Colton | 8. City of Loma Linda | 13. City of Redlands | 18. Town of Apple Valley |
| 4. City of Fontana | 9. City of Montclair | 14. City of Rialto | 19. Town of Yucca Valley |
| 5. City of Grand Terrace | 10. City of Needles | 15. City of San Bernardino | 20. County of San Bernardino |



C&S Technical Support Program

Program Summary: I-REN C&S Technical Support Program develops technical assistance tools and resources to assist building departments and the building industry with understanding, evaluating, and permitting the energy codes to support improved enforcement and compliance. I-REN develops regionally appropriate model ordinances, and vets and refines them with participating local governments, provides ongoing technical assistance for adoption and implementation, and delivers model ordinance updates to reflect the triennial code cycle. I-REN developed the “Ask an Energy Code Question” that enables a “Code Mentor” to provide quick, tailored support to aid building professionals in navigating the Energy Code. Members of the public can submit an inquiry via the iren.gov website and a “Code Mentor” will respond within 48 hours.

Deliverable:

Provide technical support for building professionals in evaluating and permitting energy codes to improve enforcement and compliance.

The attached document provides details for the funding, implementation, and phasing of the SBCOG programs provided in the Work Plan Programs and Priorities section.

PROGRAMMING FUNDING FY25 THRU FY29						
Total SBCOG Revenues	\$1,091,000.00	\$1,716,365.00	\$1,663,374.46	\$1,592,573.89	\$1,608,306.80	
Total SBCOG Staff and Budget Expenditures	\$991,000.00	\$1,005,865.00	\$1,020,952.98	\$1,036,267.27	\$1,051,811.28	
Total Available for Vendor Projects	\$100,000.00	\$710,500.00	\$642,421.48	\$556,306.62	\$556,495.52	
TOTAL PROGRAMING COST	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
COG Member Dues (remaining fees available)	\$55,000	\$710,450	\$635,450	\$555,950	\$535,450	\$2,492,300
Equity/Indirect Fund	\$50,000	\$502,500	\$247,500	\$60,000	\$60,000	\$920,000
Grant/Partner	\$-	\$-	\$-	\$-	\$-	\$-
Measure I	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Subscription	\$-	\$-	\$-	\$-	\$-	\$-
Management/Support Cost (2910 & 7001)	\$1,000	\$15,950	\$35,950	\$33,450	\$950	\$87,300
Total	\$1,106,000	\$2,228,900	\$1,918,900	\$1,649,400	\$1,596,400	\$8,499,600

1	HOMELESSNESS STRATEGIC PLAN	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	COG Member Dues (remaining fees available)		\$240,000	\$230,000			\$470,000
	Equity/Indirect Fund		\$242,500	\$37,500			\$280,000
	Grant/Partner						\$-
	Measure I						\$-
	Subscription						\$-
	Management/Support Cost (2910 & 7001)				\$-	\$-	\$-
	Total	\$-	\$482,500	\$267,500	\$-	\$-	\$750,000

2	STREET VENDOR TOOLKIT	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	COG Member Dues (remaining fees available)		\$250,000				\$250,000
	Equity/Indirect Fund						\$-
	Grant/Partner						\$-
	Measure I						\$-
	Subscription						\$-
	Management/Support Cost (2910 & 7001)	\$-			\$-	\$-	\$-
	Total	\$-	\$250,000	\$-	\$-	\$-	\$250,000

3	SMALL BUSINESS HUB	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	COG Member Dues (remaining fees available)		\$150,000	\$200,000			\$350,000
	Equity/Indirect Fund			\$150,000			\$150,000
	Grant/Partner						\$-
	Measure I						\$-
	Subscription						\$-
	Management/Support Cost (2910 & 7001)	\$-	\$15,000	\$35,000	\$-	\$-	\$50,000
	Total	\$-	\$165,000	\$385,000	\$-	\$-	\$550,000

4	REGIONAL SMALL BUSINESS CERTIFICATION	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	COG Member Dues (remaining fees available)			\$115,000			\$115,000
	Equity/Indirect Fund		\$200,000				\$200,000
	Grant/Partner						\$-
	Measure I						\$-
	Subscription						\$-
	Management/Support Cost (2910 & 7001)	\$-			\$-	\$-	\$-
	Total	\$-	\$200,000	\$115,000	\$-	\$-	\$315,000

5	SMALL BUSINESS VENDOR FAIRS	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	COG Member Dues (remaining fees available)						\$-
	Equity/Indirect Fund	\$50,000	\$60,000	\$60,000	\$60,000	\$60,000	\$290,000
	Grant/Partner						\$-
	Measure I						\$-
	Subscription						\$-
	Management/Support Cost (2910 & 7001)						\$-
	Total	\$50,000	\$60,000	\$60,000	\$60,000	\$60,000	\$290,000

*FY24/25 already included in fiscal year budget, sub task 0223

6	SPEAKER SERIES	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	COG Member Dues (remaining fees available)	\$10,000	\$7,000	\$7,000	\$7,000	\$7,000	\$38,000
	Equity/Indirect Fund						\$-
	Grant/Partner						\$-
	Measure I						\$-
	Subscription						\$-
	Management/Support Cost (2910 & 7001)	\$1,000	\$700	\$700	\$700	\$700	\$3,800
	Total	\$11,000	\$7,700	\$7,700	\$7,700	\$7,700	\$41,800

7	FORUM	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	COG Member Dues (remaining fees available)		\$2,500	\$2,500	\$2,500	\$2,500	
	Equity/Indirect Fund						
	Grant/Partner						
	Measure I						
	Subscription						
	Management/Support Cost (2910 & 7001)	\$-	\$250	\$250	\$250	\$250	
	Total	\$-	\$2,750	\$2,750	\$2,750	\$2,750	\$-

8	SMART INTERSECTIONS/ CORRIDORS	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	COG Member Dues (remaining fees available)						\$-
	Equity/Indirect Fund						\$-
	Grant/Partner						\$-
	Measure I	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
	Subscription						\$-
	Management/Support Cost (2910 & 7001)						\$-
	Total	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000

*alredy budgeted this fiscal year

9	CAD TO CAD	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	COG Member Dues (remaining fees available)				\$325,000		\$325,000
	Equity/Indirect Fund						\$-
	Grant/Partner						\$-
	Measure I						\$-
	Subscription						\$-
	Management/Support Cost (2910 & 7001)	\$-	\$-	\$-	\$32,500	\$-	\$32,500
	Total	\$-	\$-	\$-	\$357,500	\$-	\$357,500

10	TELLING OUR STORIES	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	COG Member Dues (remaining fees available)				\$130,000	\$445,000	\$575,000
	Equity/Indirect Fund						\$-
	Grant/Partner						\$-
	Measure I						\$-
	Subscription						\$-
	Management/Support Cost (2910 & 7001)	\$-	\$-	\$-	\$13,000	\$35,000	\$48,000
	Total	\$-	\$-	\$-	\$143,000	\$480,000	\$623,000

11	OUTREACH/ADVOCACY	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	COG Member Dues (remaining fees available)	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$225,000
	Equity/Indirect Fund						\$-
	Grant/Partner						\$-
	Measure I						\$-
	Subscription						\$-
	Total	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$225,000



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Minute Action

AGENDA ITEM: 19

Date: May 7, 2025

Subject:

Allocation of Transportation Development Act Funds for Fiscal Year 2025/2026

Recommendation:

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

Adopt Resolution No. 25-060 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2025/2026 and the transmittal of allocation instructions to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector.

Background:

Section 99214 of the California Public Utilities Code designates San Bernardino County Transportation Authority (SBCTA) as the agency responsible for administering Transportation Development Act (TDA) funds. This responsibility includes the approval of the Local Transportation Fund (LTF) and State Transit Assistance (STA) apportionments, issuance of LTF and STA allocation instructions to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector (ATC), and authorization of LTF and STA payments in accordance with the claim amounts filed by the claimants.

Title 21, Sections 6659 and 6753 of the California Code of Regulations require that the governing body adopt a resolution authorizing the issuance of LTF and STA allocation instructions. Resolution No. 25-060 fulfills this requirement. The issuance of LTF and STA allocation instructions will allocate funding for TDA administration, transportation planning and programming functions, and operating and capital assistance for the SBCTA Transit Program and other eligible TDA claimants, consistent with apportionments and allocations adopted by the SBCTA Board of Directors (Board).

Throughout the year, staff receives claims from eligible TDA claimants and verifies the claim amounts against various documents. Some of the documents used as the basis for approving the statutory claims of TDA funding include the most recently approved transit operator Short Range Transit Plans, the SBCTA 10-Year Delivery Plan, and the SBCTA Fiscal Year (FY) Budget.

Following approval of a transit claim, staff issues allocation instructions to the ATC authorizing the use of the funds by the claimant for specific purposes. Then, throughout the year, staff requests disbursements of funds from the ATC in accordance with disbursement requests submitted by the claimants.

In March 2025, the Board approved the FY 2025/2026 LTF and STA apportionments. The apportionments have been incorporated into the SBCTA Proposed FY 2025/2026 Budget. Allocations to individual transit operators will be presented to the Board for approval in June 2025.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
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Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 10, 2025. SBCTA General Counsel has reviewed this item and the draft Resolution.

Responsible Staff:

Brianna Martinez, Management Analyst III

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 25-060

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE ALLOCATION OF LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2025/2026

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is the designated transportation planning agency for the administration of the Transportation Development Act funds within San Bernardino County; and

WHEREAS, the Southern California Association of Governments Executive Committee has adopted a Regional Transportation Plan directed toward the achievement of a coordinated and balanced transportation system; and

WHEREAS, the SBCTA Board of Directors (Board) adopts Short Range Transit Plans for each of the San Bernardino County transit operators; and

WHEREAS, the Board has adopted the SBCTA 10-Year Delivery Plan and annual SBCTA budgets documenting anticipated expenditures for SBCTA's transit programs; and

WHEREAS, claims may be submitted under the Transportation Development Act for allocations from the Local Transportation Fund and State Transit Assistance Fund consistent with the adopted plans, apportionments, and allocations; and

WHEREAS, the Short Range Transit Plans, the SBCTA 10-Year Delivery Plan, and the annual SBCTA budgets include planned expenditures of transportation funds, including Local Transportation Funds and State Transit Assistance Funds; and

WHEREAS, the award of Transportation Development Act Article 3 funds for bicycle and pedestrian facilities and transit stop access improvement projects, pursuant to Public Utilities Code Section 99233.3, is typically approved in a separate Board action following a biennial call for projects and project evaluation process; and

WHEREAS, SBCTA has incorporated the amount to be allocated to each of the transit operators and SBCTA into its Fiscal Year 2025/2026 Budget.

NOW THEREFORE BE IT RESOLVED, by the San Bernardino County Transportation Authority:

Section 1. That the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2025/2026 is hereby approved subject to those claims conforming to adopted apportionments and all other requirements of the Transportation Development Act, including but not limited to the following determinations:

1. The claimant's proposed expenditures are in conformity with the Regional Transportation Plan, the claimant's Short Range Transit Plan, SBCTA's 10-Year Delivery Plan, and SBCTA's annual budget, as applicable, and as amended through subsequent Board action.

2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the applicable fare revenue to operating expense (operating ratio) requirements as required by the Transportation Development Act.
3. The claimant is making full use of federal funds available pursuant to the Infrastructure Investment and Jobs Act.
4. The sum of the claimant's allocations from the State Transit Assistance Fund and Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year.
5. Priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area-wide public transportation needs.
6. The claimant has made reasonable efforts to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244, including the specific reference to the improvements recommended and the efforts made by the claimant to implement them.
7. The claimant submits a certification issued by the Department of California Highway Patrol within the last 13 months verifying that the claimant is in compliance with Section 1808.1 of the Vehicle Code (Drivers Pull Notice Program), as required by Public Utilities Code Section 99251.
8. The claimant is in compliance with the qualifying criteria pursuant to Public Utilities Code Section 99314.6 (use of State Transit Assistance Fund for operating purposes).
9. The transportation services contracted for under Public Utilities Code Section 99400(c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that, where appropriate, the services are coordinated with the existing transportation service.

Section 2. That such approval does not include allocations for local streets and roads unless the provisions of Sections 99401.5 and 99401.6 of the Public Utilities Code have been met; and

Section 3. That the Executive Director or his designee is authorized to transmit allocation instructions to the San Bernardino County Auditor/Controller, having first determined that the required allocation meets all requirements of this Resolution and the Transportation Development Act.

Section 4. The foregoing recitals are true and correct.

Section 5. This resolution is effective upon its approval.

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

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on May 7, 2025.

Ray Marquez, President
San Bernardino County Transportation Authority

ATTEST:

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

Minute Action

AGENDA ITEM: 20

Date: May 7, 2025

Subject:

Yucca Trail Widening Funding Agreement No. 25-1003282

Recommendation:

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

A. Allocate \$4,848,000 in Measure I Morongo Basin Subarea Major Local Highway Projects Program (MLHP) funds to the Town of Yucca Valley (Town) for the Yucca Trail Widening Project.

B. Approve Funding Agreement No. 25-1003282 with the Town for the Yucca Trail Widening Project in the amount of \$5,000,000, to be funded with \$4,848,000 in MLHP funds and \$152,000 in Town funds.

Background:

The Measure I Expenditure Plan, as part of the Measure I Ordinance No. 04-01, includes contributions to projects along major streets and highways serving as current or future primary routes of travel within the Morongo Basin Subarea. In April 2009, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) adopted the Measure I 2010-2040 Strategic Plan (Plan) to define the policy framework for the delivery of Measure I programs and projects along with developing candidate project lists, which are completed with the assistance from Subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The Town of Yucca Valley (Town) has requested a funding allocation from the Measure I Morongo Basin Subarea Major Local Highway Projects Program (MLHP) for their high-priority project, the Yucca Trail Widening Project (Project). The Project generally consists of roadway widening on Yucca Trail from Palomar Avenue to La Contenta Road. This includes grading, pavement grinding, utility adjustment, asphalt concrete paving, signing, and striping. The Project is scheduled to begin the Project Approval and Environmental Document (PA/ED) Phase in July 2025 and is expected to begin construction activity in July 2027. The Town's request for funding allocation meets the eligibility requirements for MLHP as defined by the Measure I 2010-2040 Strategic Plan Policy No. 40017.

The Project was identified for funding in the 2025 Update to the 10-Year Delivery Plan approved by SBCTA Board on February 5, 2025. The estimated total cost for the Project is \$5,000,000 with a cost per phase being \$50,000 for PA/ED; \$150,000 for Plans, Specifications, and Estimates; \$100,000 for Right-of-Way; and \$4,700,000 for Construction, with the MLHP contribution to the Project being \$4,848,000. Staff recommends approval of the allocation as sufficient funding capacity exists in the Morongo Basin MLHP to support the requested MLHP allocation without affecting other committed projects in the Subarea.

Financial Impact:

The adopted Budget for Fiscal Year 2024/2025 includes sufficient Morongo Basin Major Local Highway Program funds for new and amended agreements to support this allocation in Program 50, Fund Administration.

Entity: San Bernardino County Transportation Authority

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Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on April 18, 2025. SBCTA General Counsel has reviewed this item and the draft agreement.

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

Contract No:	<u>25-1003282</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Fund Administration</u>
Vendor No.:	<u>02451</u>	Vendor Name:	<u>Town of Yucca Valley</u>
Description:	Yucca Trail Widening Project Funding Agreement		

Dollar Amount							
Original Contract		\$	4,848,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment				Current Amendment		\$	-
Total/Revised Contract Value		\$	4,848,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	4,848,000.00

Board of Directors	Date:	5/7/2025	Board	Item #	11573
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MSI Allocation		Sole Source?	N/A	No Budget Adjustment	
Local	Funding Allocation				

Estimated Start Date:	5/7/2025	Expiration Date:	12/31/2028	Revised Expiration Date:
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Estimated Start Date:	5/7/2025	Expiration Date:	12/31/2028	Revised Expiration Date:
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NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

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

Prevailing Wage: N/A

Total Contract Funding: Total Contingency:

Total Contingency:

[illegible]

Parent Contract	PM Description
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Z-Related Contracts

Marc Lucius

Andrea Zureick

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.024.253.54840.

PROJECT FUNDING AGREEMENT NO. 25-1003282

FOR

YUCCA TRAIL WIDENING PROJECT

(TOWN OF YUCCA VALLEY)

THIS Project Funding Agreement (“AGREEMENT”) is made and entered into by and between the Town of Yucca Valley ("TOWN") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and TOWN are each a “Party” and collectively “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Morongo Basin Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Morongo Basin Subarea Major Local Highway Projects Program ("MLHP") funds; and
- B. The Yucca Trail Widening Project (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The proposed PROJECT will consist of roadway widening of Yucca Trail from Palomar Avenue to La Contenta Road, including the addition of a center turn lane, construction of curb and gutter, utility work, signing, striping; and
- D. TOWN identified a need of \$4,848,000 in Measure I 2010-2040 Morongo Basin Subarea MLHP funds to complete Plans, Specifications, and Estimate (PS&E), Right-of-Way (ROW), and Construction Phases of the PROJECT; and
- E. PROJECT WORK is defined as the PS&E, ROW, and Construction Phases; and
- F. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan as adopted by SBCTA; and
- G. TOWN desires to proceed with the PROJECT WORK in a timely manner; and
- H. This AGREEMENT is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT WORK.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse TOWN for the actual cost of the PROJECT WORK up to a maximum of \$4,848,000 in Measure I 2010-2040 Morongo Basin Subarea MLHP funds. An estimate

of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT.

2. To reimburse TOWN within 30 days after TOWN submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by TOWN up to a maximum amount identified in Section I, Paragraph I of this AGREEMENT, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of TOWN performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.
4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

TOWN AGREES:

1. To be the lead agency for PROJECT WORK and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT WORK as shown in Attachment A.
2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses in an amount not to exceed \$4,848,000 in Measure I 2010-2040 Morongo Basin Subarea MLHP funds unless AGREEMENT is amended and approved increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by TOWN staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.
3. To secure all necessary State and Federal authorizations that are required before releasing an invitation for bids for the Construction Phase of PROJECT.
4. To abide by all applicable SBCTA, TOWN, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.
5. To prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.
6. To maintain all source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later,

and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at TOWN Hall. Copies will be made and furnished by TOWN upon written request by SBCTA.

7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support TOWN's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by TOWN.
8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures funded under this AGREEMENT. The Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this AGREEMENT and for those PROJECT WORK-specific work activities described.
9. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT WORK. The audit must state that all funds expended on the PROJECT WORK were used in conformance with this AGREEMENT.
10. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of TOWN receiving notice of audit findings, which time shall include an opportunity for TOWN to respond to and/or resolve the findings. Should the findings not be otherwise resolved and TOWN fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SBCTA reserves the right to withhold future payments due TOWN from any source under SBCTA's control.
11. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.
12. To post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of SBCTA and TOWN.
13. In the case that Measure I 2010-2040 Morongo Basin Subarea MLHP funds are used in the Construction Phase of the PROJECT, to include in all contracts between TOWN and contractors for the Construction Phase the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT WORK, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost shall be borne by TOWN unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this AGREEMENT.
3. In the event TOWN determines PROJECT WORK costs may exceed the not to exceed amount identified in Section I, Paragraph 1, TOWN shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT WORK amounts identified in this AGREEMENT. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this AGREEMENT that is approved and signed by both Parties.
4. Eligible PROJECT WORK reimbursements shall include only those costs incurred by TOWN for PROJECT WORK-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this AGREEMENT. TOWN's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither TOWN nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless TOWN, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under

this AGREEMENT. SBCTA's indemnification obligation applies to TOWN's "active" as well as "passive" negligence but does not apply to TOWN's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. In the event TOWN and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, TOWN and/or SBCTA shall indemnify the other to the extent of its comparative fault.
8. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by SBCTA or December 31, 2028, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9, and 10 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT. The AGREEMENT may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK described in Attachment A has not been initiated by TOWN within twelve (12) months of the Effective Date of this AGREEMENT.
9. SBCTA may terminate this Agreement if TOWN fails to perform according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the PROJECT WORK according to the terms herein.
10. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.
11. Attachment A (Description of Project and Milestones) and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this AGREEMENT.
12. The AGREEMENT may be signed in counterparts, each of which shall constitute an original.
13. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

TOWN OF YUCCA VALLEY

By: _____
Ray Marquez, President
Board of Directors

By: _____
Curtis Yakimow
Town Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Thomas Jex
Town Attorney

Date: _____

Date: _____

Attachment: 25-1003282 (11573 : Yucca Trail Widening Funding Agreement No. 25-1003282)

ATTACHMENT A

YUCCA TRAIL WIDENING PROJECT Description of Project and Milestones

Project Title	
Yucca Trail Widening Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
<p>The limits of the Yucca Trail Widening Project are from Palomar/Avalon Avenue to La Contenta Road. The Project will be for the widening of Yucca Trail to an arterial street within a hundred foot right-of way. A center striped median with two-way left turn movements into Avalon, Camarilla, Del Monte, Hermosa, and Indio Avenue will be required. The Project will include construction of curb and gutter, street lighting, and signing and striping. There are several water crossings that need concrete headwalls to be implemented in the design. The project may include a roundabout for the Yucca Trail and La Contenta Road intersection.</p>	
Project Milestone	Proposed
Project Study Report Approved	7/31/2025
Begin Environmental (PA&ED) Phase	7/31/2025
Circulate Draft Environmental Document	6/30/2026
Draft Project Report	7/31/2026
End Environmental Phase (PA&ED Milestone)	12/31/2026
Begin Design (PS&E) Phase	1/1/2027
End Design Phase (Ready to List for Advertisement Milestone)	6/30/2027
Begin Right-of-Way Phase	7/31/2025
End Right-of-Way Phase (Right-of-Way Certification Milestone)	7/31/2026
Begin Construction Phase (Contract Award Milestone)	7/31/2027
End Construction Phase (Construction Contract Acceptance Milestone)	12/31/2027
Begin Closeout Phase	1/30/2028
End Closeout Phase (Closeout Report)	6/30/2028

Attachment: 25-1003282 (11573 : Yucca Trail Widening Funding Agreement No. 25-1003282)

ATTACHMENT B

YUCCA TRAIL WIDENING PROJECT Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1)	TOWN Funds
Project Approval and Environmental Documentation	\$50,000	\$0	\$50,000
Plans, Specifications, and Estimate	\$150,000	\$48,000	\$102,000
Right-of-Way	\$100,000	\$100,000	\$0
Construction	\$4,700,000	\$4,700,000	\$0
TOTAL	\$5,000,000	\$4,848,000	\$152,000

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement. Funding can be moved between PROJECT WORK phases without necessitating an amendment of this agreement unless limited by State or Federal programming or authorizations.

Minute Action

AGENDA ITEM: 21

Date: May 7, 2025

Subject:

Central Road Widening Funding Agreement No. 25-1003283

Recommendation:

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

- A. Allocate \$4,149,000 in Measure I Victor Valley Subarea Major Local Highway Projects Program (MLHP) funds to the Town of Apple Valley (Town) for the Central Road Widening Project.
- B. Approve Funding Agreement No. 25-1003283 with the Town for the Central Road Widening Project in the amount of \$9,746,000, to be funded with \$4,149,000 in Victor Valley MLHP funds and \$5,597,000 in Town funds.

Background:

The Measure I Expenditure Plan, as part of the Measure I Ordinance No. 04-01, includes contributions to projects along major streets and highways serving as current or future primary routes of travel within the Victor Valley Subarea. In April 2009, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) adopted the Measure I 2010-2040 Strategic Plan (Plan) to define the policy framework for the delivery of Measure I programs and projects along with developing candidate project lists, which were completed with the assistance from Subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The Town of Apple Valley (Town) has requested a funding allocation from the Measure I Victor Valley Subarea Major Local Highway Projects Program (MLHP) for their high-priority project, the Central Road Widening Project (Project). The Project generally consists of roadway widening to accommodate three lanes, a Class II bikeway, and improved shoulders on Central Road from State Route 18 to Bear Valley Road. Additionally, a new bus turnout will be constructed at the intersection of Central Road and Sioux Road. Roadway work includes grading, asphalt concrete paving, signing, and striping. The Project is currently in the Design Phase and is expected to begin construction activity in July 2025. The Town's request for funding allocation meets the eligibility requirements for Victor Valley MLHP as defined by the Measure I 2010-2040 Strategic Plan Policy No. 40013.

The Project was identified for funding in the 2025 Update to the 10-Year Delivery Plan approved by the SBCTA Board on February 5, 2025; however, the construction cost has increased substantially from \$3,786,000 to the current estimated construction cost of \$9,220,000. The Public Share amount for the Construction Phase of the Project is \$4,149,000. As this Project is the highest priority for the Town, the Town has elected to defer further improvements to Yucca Loma Road to stay within funding availability. Staff recommends approval of the allocation as sufficient funding capacity exists in the Victor Valley MLHP to support the requested Public Share amount without affecting other committed projects in the Subarea.

Board of Directors Agenda Item

May 7, 2025

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Financial Impact:

The adopted Budget for Fiscal Year 2024/2025 includes sufficient Victor Valley Major Local Highway Program funds for new and amended agreements to support this allocation in Program 50, Fund Administration.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on April 18, 2025. SBCTA General Counsel has reviewed this item and the draft agreement.

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

Contract No: 25-1003283 Amendment No.: _____

Contract Class: Payable Department: Fund Administration

Vendor No.: 00194 Vendor Name: Town of Apple Valley

Description: Central Road Widening Funding Agreement

Dollar Amount							
Original Contract		\$	4,149,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment				Current Amendment		\$	-
Total/Revised Contract Value		\$	4,149,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	4,149,000.00

Board of Directors	Date:	5/7/2025	Board	Item #	11574
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MSI Allocation		Sole Source?	N/A	No Budget Adjustment
Local	Funding Allocation			

Estimated Start Date:	5/7/2025	Expiration Date:	6/30/2027	Revised Expiration Date:
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NHS:	N/A	QMP/QAP:	N/A	Prevailing Wage:	N/A
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NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

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

Prevailing Wage: N/A

Total Contract Funding: Total Contingency:

Total Contingency:

[illegible]

Parent Contract	PM Description
-----------------	----------------

Z-Related Contracts

Marc Lucius

Andrea Zureick

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.002.254.54840

PROJECT FUNDING AGREEMENT NO. 25-1003283

FOR

CENTRAL ROAD WIDENING PROJECT

(TOWN OF APPLE VALLEY)

THIS Project Funding Agreement (“AGREEMENT”) is made and entered into by and between the Town of Apple Valley ("TOWN") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and TOWN shall be referred to herein each as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Projects Program ("MLHP") funds; and
- B. The Central Road Widening Project (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The proposed PROJECT will consist of a new bus turnout at the intersection of Central Road and Sioux Road along with road widening including the addition of bike lanes, improved shoulders, and a continuous left turn lane along Central Road from State Route (SR) 18 to Bear Valley Road; and
- D. TOWN identified a need of Four Million, One Hundred Forty-Nine Thousand Dollars and Zero Cents (\$4,149,000.00) in Measure I 2010-2040 Victor Valley Subarea MLHP funds to complete the Construction Phase of the PROJECT; and
- E. PROJECT WORK is defined as all work, labor, and materials necessary to construct or perform the improvements set forth in Recital C; and
- F. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan as adopted by SBCTA; and
- G. TOWN desires to proceed with the PROJECT WORK in a timely manner; and
- H. This AGREEMENT is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT WORK.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse TOWN for the actual cost of the PROJECT WORK up to a maximum of \$4,149,000 in Measure I 2010-2040 Victor Valley Subarea MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT.
2. To reimburse TOWN within thirty (30) days after TOWN submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by TOWN up to a maximum amount identified in Section I, Paragraph 1 of this AGREEMENT, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of TOWN performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.
4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION IITOWN AGREES:

1. To be the lead agency for PROJECT WORK and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT WORK as shown in Attachment A.
2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses in an amount not to exceed \$4,149,000 in Measure I 2010-2040 Victor Valley Subarea MLHP funds unless AGREEMENT is amended and approved increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by TOWN staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.
3. To secure all necessary State and Federal authorizations that are required before releasing an invitation for bids for the Construction Phase of PROJECT.
4. To abide by all applicable SBCTA, TOWN, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.
5. To prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.

6. To maintain all source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at TOWN Hall. Copies will be made and furnished by TOWN upon written request by SBCTA.
7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support TOWN's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by TOWN.
8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures funded under this AGREEMENT. The Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this AGREEMENT and for those PROJECT WORK-specific work activities described.
9. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT WORK. The audit must state that all funds expended on the PROJECT WORK were used in conformance with this AGREEMENT.
10. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of TOWN receiving notice of audit findings, which time shall include an opportunity for TOWN to respond to and/or resolve the findings. Should the findings not be otherwise resolved and TOWN fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SBCTA reserves the right to withhold future payments due TOWN from any source under SBCTA's control.
11. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.
12. To post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of SBCTA and TOWN.
13. In the case that Measure I 2010-2040 Victor Valley Subarea MLHP funds are used in the Construction Phase of the PROJECT, to include in all contracts between TOWN and contractors for the Construction Phase the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT WORK, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost shall be borne by TOWN unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this AGREEMENT.
3. In the event TOWN determines PROJECT WORK costs may exceed the not to exceed amount identified in Section I, Paragraph 1, TOWN shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT WORK amounts identified in this AGREEMENT. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this AGREEMENT that is approved and signed by both Parties.
4. Eligible PROJECT WORK reimbursements shall include only those costs incurred by TOWN for PROJECT WORK-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this AGREEMENT. TOWN's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither TOWN nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless TOWN, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under

this AGREEMENT. SBCTA's indemnification obligation applies to TOWN's "active" as well as "passive" negligence but does not apply to TOWN's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. In the event TOWN and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, TOWN and/or SBCTA shall indemnify the other to the extent of its comparative fault.
8. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by SBCTA or June 30, 2027, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9, and 10 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT. The AGREEMENT may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK described in Attachment A has not been initiated by TOWN within twelve (12) months of the Effective Date of this AGREEMENT.
9. SBCTA may terminate this Agreement if TOWN fails to perform according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the PROJECT WORK according to the terms herein.
10. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.
11. Attachment A (Description of Project and Milestones) and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this AGREEMENT.
12. The AGREEMENT may be signed in counterparts, each of which shall constitute an original.
13. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

TOWN OF APPLE VALLEY

By: _____
Ray Marquez, President
Board of Directors

By: _____
Douglas B. Robertson
Town Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Thomas A. Rice
Town Attorney

Date: _____

Date: _____

Attachment: 25-1003283 (11574 : Central Road Widening Funding Agreement No. 25-1003283)

ATTACHMENT A

CENTRAL ROAD WIDENING PROJECT Description of Project and Milestones

Project Title	
Central Road Widening Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
Widen and reconstruct Central Road from Bear Valley Road to Highway 18 constructing three lanes and a Class II bikeway. Shoulders will be improved with base material, and a new bus turnout will be constructed at the intersection of Sioux Road.	
Project Milestone	Proposed
Project Study Report Approved	N/A
Begin Environmental (PA&ED) Phase	7/14/2023
Circulate Draft Environmental Document	N/A
Draft Project Report	N/A
End Environmental Phase (PA&ED Milestone)	4/12/2025
Begin Design (Plans, Specifications & Estimates) Phase	1/24/2023
End Design Phase (Ready to List for Advertisement Milestone)	4/11/2025
Begin Right-of-Way Phase	1/25/2023
End Right-of-Way Phase (Right of Way Certification Milestone)	1/24/2025
Begin Construction Phase (Contract Award Milestone)	7/21/2025
End Construction Phase (Construction Contract Acceptance Milestone)	12/31/2026
Begin Closeout Phase	1/2/2027
End Closeout Phase (Closeout Report)	3/31/2027

Attachment: 25-1003283 (11574 : Central Road Widening Funding Agreement No. 25-1003283)

ATTACHMENT B

CENTRAL ROAD WIDENING PROJECT Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1)	TOWN Funds
Plans, Specifications, and Estimate	\$376,000	\$0	\$376,000
Right-of-Way	\$150,000	\$0	\$150,000
Construction	\$9,220,000	\$4,149,000	\$5,071,000
TOTAL	\$9,746,000	\$4,149,000	\$5,597,000

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.

Minute Action

AGENDA ITEM: 22

Date: May 7, 2025

Subject:

State Legislative Update

Recommendation:

Receive and file the April 2025 State Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with a representative from state advocates, Seaside Advocacy, LLC, updated the Legislative Policy Committee on April 9, 2025, on legislative policy committee hearings, status of agency supported bills and discussions between legislature and Governor Gavin Newsom's administration regarding proposed budget for Fiscal Year 2025-2026.

Legislative Update

During the month of March 2025, legislative committees began analyzing and sifting through all the nearly 2,500 bills introduced by the February 21, 2025, deadline. Many of the initial measures that were put forward last month were in "spot bill" form, which means that they were placeholders that do not contain substantive language.

Throughout March, most of those bills were amended to include more substantive language that will require the bill to be referred to the appropriate policy committees. While we have seen the first wave of policy hearings in March 2025, the bulk of the hearings will occur throughout April 2025. Furthermore, all of the fiscal bills will need to be out of their respective policy committees by May 2, 2025, where they will then move to the Appropriations Committee in their house of origin.

On the budget side, the respective sub-committees continue to work through Governor Newsom's budget proposal in anticipation of the Governor's May Budget Revise.

Transportation Related Hearings

On March 3, 2025, the Senate and Assembly Transportation Committees held a joint informational transportation hearing on declining gas tax revenues. Assembly Transportation Chair Lori Wilson (Chair) highlighted the importance of a multimodal transportation system that is safe, effective, and affordable, emphasizing its role in connecting people to opportunities and supporting the fifth-largest economy in the world. The current funding for state and local transportation relies heavily on fuel taxes and fees on gas-powered vehicles, which are declining as vehicles become more fuel-efficient and the transition to zero-emission vehicles progresses.

The Chair pointed out that the gas tax, once a critical funding source, is becoming less effective as a user-based revenue mechanism due to the declining number of drivers paying for road maintenance. She stressed the need for new, sustainable solutions to ensure fair transportation funding, noting that other states are also addressing similar funding shortfalls. She also

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

Board of Directors Agenda Item

May 7, 2025

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mentioned her role in spearheading the conversation about transportation funding, starting with the hearing with her Senate colleagues, as well as introduction of Assembly Bill (AB) 1421. AB 1421 would create a Road Usage Charge Technical Advisory Committee in consultation with the Secretary of Transportation to develop a pilot program for a mileage-based revenue collection system.

The Chair acknowledged that there are no easy fixes and that solving this issue will require a multi-year, inclusive conversation involving all stakeholders to find the right solution for California.

On March 11, 2025, the Senate Transportation Committee held an informational hearing on *Transportation in California: an overview of transportation departments and programs*. The purpose of the hearing was to provide an overview of the State's transportation system. Specifically, panelists included government entities from the state, local, and regional levels responsible for building, maintaining, and operating the State's transportation system. Additionally, a panel with private sector partners discussed their role in working with public entities to maintain the state's transportation system and also discussed the federal outlook as it relates to federal reauthorization.

Attachment A contains a list of legislative bills that the SBCTA/San Bernardino Council of Governments (SBCOG) have taken a position on. Attachment B reflects bills of interest to SBCTA and SBCOG.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on April 9, 2025.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - April 2025

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 334 (Petrie-Norris)	Would allow California tolling agencies to share all necessary toll information with out of state tolling agencies to aide in implementation of national interoperability.	Referred to Assembly Privacy and Consumer Protection Committee. (3/24/25)	Support	3/12/2025
AB 394 (Wilson)	Would expand existing protections under California Penal Code to broaden coverage of the existing transit assault statute for operators to all transit employees and empowers transit agencies and courts with additional tools to deter harmful behavior and enhance safety across California's public transportation systems.	Referred to Assembly Public Safety Committee. (3/24/25)	Support	3/12/2025

Status Report
Wednesday, March 26, 2025

Sorted by: Measure
Wednesday, 03/26/2025

AB 3

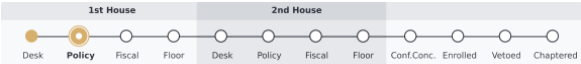
Dixon (R)

HTML

PDF

Alcohol and drug treatment facilities: local regulation.

Progress bar



Bill information

Status:	03/24/2025 - Re-referred to Com. on Health.		
Summary:	Would exempt an alcoholism or drug abuse recovery or treatment facility from being considered a residential use of property for the purposes of local regulation if multiple single-family dwellings are being used as a licensed or unlicensed alcohol or other drug recovery or treatment facility, they share an owner, a director, programs, or amenities with another facility, and any of the dwellings are within 300 feet of that facility, or if a single-family dwelling being used as an alcohol or other drug recovery or treatment facility shares an owner, a director, programs, or amenities with another facility that is commercially owned, operated, and licensed that is located anywhere in the state. (Based on 03/20/2025 text)		
Location:	02/03/2025 - Assembly HEALTH	Current Text:	03/20/2025 - Amended
		Last Amend:	03/20/2025

AB 6

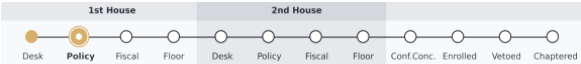
Ward (D)

HTML

PDF

Residential developments: building standards: review.

Progress bar



Bill information

Status:	02/03/2025 - Referred to Com. on H. & C.D.		
Summary:	The California Building Standards Law establishes the California Building Standards Commission within the Department of General Services and sets forth its powers and duties, including approval and adoption of building standards and codification of those standards into the California Building Standards Code (code). Current law requires the commission to publish, or cause to be published, editions of the code in its entirety once every 3 years. Current law requires the building standards and rules and regulations to impose substantially the same requirements as are contained in the most recent editions of specified international or uniform industry codes, including the International Residential Code of the International Code Council. Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency and requires the department to submit an annual report to the Governor and both houses of the Legislature on the operations and accomplishments during the previous fiscal year of the housing programs administered by the department. This bill would require the department to convene a working group no later than December 31, 2026, to research and consider identifying and recommending amendments to state building standards allowing residential developments to be built, as specified. The bill would require the department, no later than December 31, 2027, to provide a one-time report of its findings to the Legislature in the annual report described above. (Based on 12/02/2024 text)		
Location:	02/03/2025 - Assembly H. & C.D.	Current Text:	12/02/2024 - Introduced

AB 11

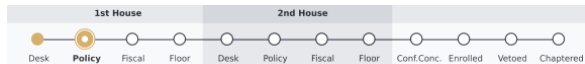
Lee (D)

HTML

PDF

The Social Housing Act.

Progress bar



Bill information

Status: 02/03/2025 - Referred to Com. on H. & C.D.

Summary: Current law creates a housing authority in each county or city, which functions upon the adoption of a specified resolution by the relevant governing body. Current law authorizes these housing authorities, within their jurisdictions, to construct, reconstruct, improve, alter, or repair all or part of any housing project. Current law establishes various programs that provide housing assistance. This bill would enact the Social Housing Act and would create the California Housing Authority as an independent state body, the mission of which would be to ensure that social housing developments that are produced and acquired align with the goals of eliminating the gap between housing production and regional housing needs assessment targets and preserving affordable housing. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed or authorized by the authority would be owned by the authority. (Based on 12/02/2024 text)

Location: 02/03/2025 - Assembly H. & C.D.

Current Text: 12/02/2024 - Introduced

AB 12

Wallis (R)

HTML

PDF

Low-carbon fuel standard: regulations.

Progress bar



Bill information

Status: 02/18/2025 - Referred to Com. on NAT. RES.

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low-Carbon Fuel Standard regulations. This bill would void specified amendments to the Low-Carbon Fuel Standard regulations adopted by the state board on November 8, 2024. (Based on 12/02/2024 text)

Location: 02/18/2025 - Assembly NAT. RES.

Current Text: 12/02/2024 - Introduced

AB 20

DeMaio (R)

HTML

PDF

Homelessness: People First Housing Act of 2025.

Progress bar



Bill information

Status: 03/25/2025 - Re-referred to Com. on H. & C.D.

Summary: Would prohibit a homeless encampment from operating within 500 feet of a sensitive community area, including, but not limited to, a school, open space, or transit stop. The bill would prohibit a person from camping, as defined, in any public space, including a sidewalk, if a homeless shelter bed is available in the city where the public space is located. (Based on 03/24/2025 text)

Location: 03/24/2025 - Assembly H. & C.D.

Current Text: 03/24/2025 - Amended

Last Amend: 03/24/2025

AB 21

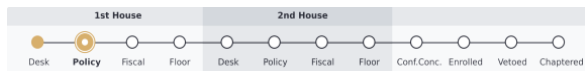
DeMaio (R)

HTML

PDF

Common interest developments: association management and meeting procedures.

Progress bar



Bill information

Status: 03/25/2025 - Re-referred to Com. on H. & C.D.

Summary: The Davis-Stirling Common Interest Development Act governs the management and operation of common interest by an association. If a provision of that act requires an association to deliver a document by "individual delivery" or "individual notice," the act requires the association to deliver that document in accordance with the preferred delivery method specified by the member. Current law also requires the board of an association to provide general notice of a proposed rule change at least 28 days before making the rule change, in accordance with certain procedures. This bill would revise the above-described rule change provision to require the board to provide individual notice pursuant to the above-described provision governing document delivery. (Based on 03/24/2025 text)

Location: 03/24/2025 - Assembly H. & C.D.

Current Text: 03/24/2025 - Amended

Last Amend: 03/24/2025

AB 23

DeMaio (R)

HTML

PDF

The Cost of Living Reduction Act of 2025.

Progress bar



Bill information

Status: 03/25/2025 - From committee chair, with author's amendments: Amend, and re-refer to Com. on U. & E. Read second time and amended.

Summary: Current law vests the State Energy Resources Conservation and Development Commission (Energy Commission) with various responsibilities for developing and implementing the state's energy policies. This bill, the Cost of Living Reduction Act of 2025, would require the Energy Commission and the Public Utilities Commission to post, and update monthly, dashboards on their internet websites that include the difference in average gasoline prices and the average total price of electricity or natural gas in California compared to national averages, and any California-specific taxes, fees, regulations, and policies that directly or indirectly contribute to higher gasoline and electricity or natural gas prices within the state, as specified. The bill would require the Energy Commission and the PUC, on or before July 1, 2026, to each submit a report to the Legislature on the governmental and nongovernmental drivers of California's higher gasoline prices and higher electricity and natural gas prices, and recommendations for policy changes to reduce the costs associated with those drivers, as specified. If the average price of gasoline in California exceeds 10% of the national average in the preceding quarter, the bill would require all taxes and fees on gasoline, as specified, to be suspended for a period of 6 months, and, if the

average price of electricity or natural gas in California exceeds 10% of the national average in the preceding quarter, the bill would require the PUC to suspend the collection of all fees, as specified, charged on electricity and natural gas bills for a period of 6 months. (Based on 03/25/2025 text)

Location: 03/24/2025 - Assembly U. & E.
Current Text: 03/25/2025 - Amended
Last Amend: 03/25/2025

AB 26

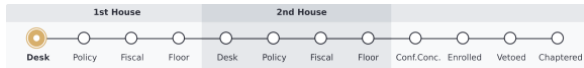
DeMaio (R)

HTML

PDF

Eliminate the Politicians' Perks Act of 2025.

Progress bar



Bill information

Status: 12/03/2024 - From printer. May be heard in committee January 2.

Summary: Would state the intent of the Legislature to enact legislation that holds elected officials accountable by prohibiting Members of the Legislature from accepting gifts or trading in individual stock, imposing a lifetime lobbying ban, eliminating exemptions for the Legislature from labor, workplace, and public record laws, and eliminating government pensions for local elected officials. (Based on 12/02/2024 text)

Location: 12/02/2024 - Assembly PRINT
Current Text: 12/02/2024 - Introduced

AB 33

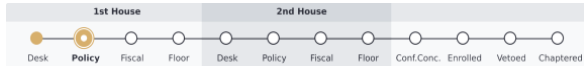
Aguiar-Curry (D)

HTML

PDF

Autonomous vehicles.

Progress bar



Bill information

Status: 03/19/2025 - In committee: Set, first hearing. Hearing canceled at the request of author.

Summary: Current law authorizes the operation of an autonomous vehicle on public roads for testing purposes by a driver who possesses the proper class of license for the type of vehicle operated if specified requirements are satisfied. Current law prohibits the operation of an autonomous vehicle on public roads until the manufacturer submits an application to the Department of Motor Vehicles, as specified, and that application is approved. Current law makes it a crime to violate, or fail to comply with, any provision of the Vehicle Code or any local ordinance adopted pursuant to this code. This bill would prohibit the delivery of commercial goods, as defined, directly to a residence or to a business for its use or retail sale through the operation of autonomous vehicles without a human operator on any highway within the State of California. The bill would exclude the transportation of prepared meals and food intended for immediate consumption from restaurants or food establishments directly to consumers from this prohibition. (Based on 03/04/2025 text)

Location: 03/03/2025 - Assembly TRANS.
Current Text: 03/04/2025 - Amended
Last Amend: 03/04/2025

AB 34

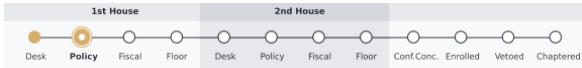
Patterson (R)

HTML

PDF

Air pollution: regulations: consumer costs: review.

Progress bar



Bill information

Status: 03/17/2025 - Re-referred to Com. on NAT. RES.

Summary: Pursuant to the California Global Warming Solutions Act of 2006, the State Air Resources Board has adopted the California Greenhouse Gas Cap-and-Trade Program to reduce emissions of greenhouse gases by applying a greenhouse gas allowance budget to specified entities and providing a trading mechanism for achieving compliance, as provided. The act requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low Carbon Fuel Standard regulations to reduce the carbon intensity of transportation fuels used in California, as specified. This bill would prohibit the state board from adopting any standard, regulation, or rule that affects the Low Carbon Fuel Standard or the California Greenhouse Gas Cap-and-Trade Program until the Legislative Analyst has analyzed the cost to the consumer of the proposed standard, regulation, or rule, as specified, and submitted its analysis to the Legislature. (Based on 03/13/2025 text)

Location: 02/03/2025 - Assembly NAT. RES.

Current Text: 03/13/2025 - Amended

Last Amend: 03/13/2025

AB 35

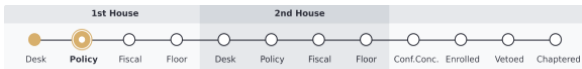
Alvarez (D)

HTML

PDF

California Environmental Quality Act: clean hydrogen transportation projects.

Progress bar



Bill information

Status: 02/18/2025 - Referred to Coms. on NAT. RES. and JUD.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would provide for limited CEQA review of an application for a discretionary permit or authorization for a clean hydrogen transportation project, as defined, by requiring the application to be reviewed through a clean hydrogen environmental assessment, unless otherwise requested by the applicant, as prescribed. The bill would, except as provided, require the lead agency to determine whether to approve the clean hydrogen environmental assessment and issue a discretionary permit or authorization for the project no later than 270 days after the application for the project is deemed complete. (Based on 12/02/2024 text)

Location: 02/18/2025 - Assembly NAT. RES.

Current Text: 12/02/2024 - Introduced

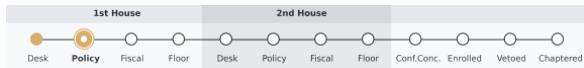
AB 36

Soria (D)

HTML

PDF

Housing elements: prohousing designation.

Progress bar**Bill information**

Status: 03/20/2025 - Re-referred to Com. on H. & C.D.

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. The law requires the Department of Housing and Community Development (HCD) to determine whether the housing element is in substantial compliance with specified provisions of that law. Current law requires HCD to designate jurisdictions as prohousing pursuant to emergency regulations adopted by HCD, as prescribed, and to report those designations to the Office of Land Use and Climate Innovation. Current law specifies that these emergency regulations will remain in effect until HCD promulgates permanent prohousing regulations. This bill would instead require HCD to designate jurisdictions as prohousing pursuant to permanent regulations adopted by HCD to implement these provisions, as specified. Beginning with the 7th housing element cycle, the bill would require HCD to evaluate materials from a nonentitlement jurisdiction's housing element submission when determining whether the jurisdiction qualifies as prohousing, but only with respect to those nonentitlement jurisdictions that have a compliant housing element. The bill would also prohibit HCD from requiring nonentitlement jurisdictions to renew their prohousing designation for at least 5 years. (Based on 03/19/2025 text)

Location: 02/03/2025 - Assembly H. & C.D.

Current Text: 03/19/2025 - Amended
Last Amend: 03/19/2025

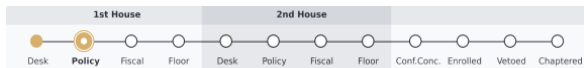
AB 37

Elhawary (D)

HTML

PDF

Workforce development: mental health service providers: homelessness.

Progress bar**Bill information**

Status: 03/17/2025 - Re-referred to Com. on L. & E.

Summary: Current law establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California's workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. Current law requires the board to assist the Governor in certain activities, including the review and technical assistance of statewide policies, programs, and recommendations to support workforce development systems in the state, as specified. This bill would require the board to study how to expand the workforce of mental health service providers who provide services to homeless persons. (Based on 03/13/2025 text)

Location: 03/13/2025 - Assembly L. & E.

Current Text: 03/13/2025 - Amended
Last Amend: 03/13/2025

AB 39

Zbur (D)

HTML

PDF

General plans: Local Electrification Planning Act.

Progress bar**Bill information**

Status: 02/26/2025 - Re-referred to Com. on L. GOV.

Summary: The Planning and Zoning Law requires a city or county to adopt a comprehensive general plan for the city's or county's physical development that includes various elements, including, among others, a land use element that designates the proposed general distribution and general location and extent of the uses of the land in specified categories, and a circulation element that identifies the location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, as specified. This bill, the Local Electrification Planning Act, would require a each city, county, or city and county, on or after January 1, 2027, but no later than January 1, 2030, to prepare and adopt a specified plan, or integrate a plan in the next adoption or revision of the general plan, that includes locally based goals, objectives, policies, and feasible implementation measures that include, among other things, the identification of opportunities to expand electric vehicle charging, as specified, and includes policies and implementation measures that address the needs of disadvantaged communities, low-income households, and small businesses for equitable and prioritized investments in zero-emission technologies that directly benefit these groups. For these purposes, the bill would authorize a city, county, or city and county to incorporate by reference into the general plan a previously adopted similar plan that meets the above-described requirements, as specified. (Based on 02/25/2025 text)

Location: 02/03/2025 - Assembly L. GOV.

Current Text: 02/25/2025 - Amended
Last Amend: 02/25/2025

AB 41

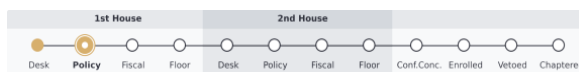
Macedo (R)

HTML

PDF

State Air Resources Board: regulations: impact estimates: retail gasoline prices: public disclosure.

Progress bar



Bill information

Status: 02/18/2025 - Referred to Com. on NAT. RES.

Summary: Would require the State Air Resources Board, in consultation with the State Energy Resources Conservation and Development Commission, before adopting or amending a regulation that imposes costs on gasoline refiners, distributors, or retailers, to make available to the public, including on its internet website, an estimate of the impact on retail gasoline prices due to the proposed new regulation or the existing regulation and the proposed amendments to that regulation. The bill would require the estimate to include a maximum estimated impact on retail gasoline prices that assumes the maximum possible cost imposed, as specified, and that all costs are passed on to consumers. (Based on 12/02/2024 text)

Location: 02/18/2025 - Assembly NAT. RES.

Current Text: 12/02/2024 - Introduced

AB 69

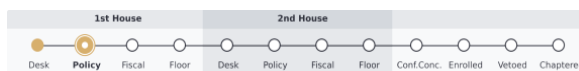
Calderon (D)

HTML

PDF

FAIR Plan policy renewals.

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Bill information

Status: 02/03/2025 - Referred to Com. on INS.

Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are

unable to obtain that coverage through normal channels. Current law requires the association to implement programs to help reduce the number of existing FAIR Plan policies. This bill would require a broker of record to determine if a FAIR Plan policy can be moved to a voluntary market insurance company before the policy is renewed. (Based on 12/10/2024 text)

Location:	02/03/2025 - Assembly INS.	Current Text:	12/10/2024 - Introduced
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AB 76

Alvarez (D)

HTML

PDF

Surplus land: exempt surplus land: sectional planning area.

Progress bar



Bill information

Status: 02/03/2025 - Referred to Coms. on L. GOV. and H. & C.D.

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines terms for these purposes. Current law defines “exempt surplus land” to mean, among other things, land that is subject to a sectional planning area, as described, and meets specified requirements, including that at least 25% of the units are dedicated to lower income households, as specified, and that is developed at an average density of at least 10 units per acre calculated with respect to the entire sectional planning area. This bill would change those requirements so that at least 25% of units that are not designated for students, faculty, or staff of an academic institution must be dedicated to lower income households, as specified, and that the land must be developed at an average density of at least 10 units per acre, calculated with respect to the entire sectional planning area and inclusive of housing designated for students, faculty, and staff of an academic institution. (Based on 12/16/2024 text)

Location:	02/03/2025 - Assembly L. GOV.	Current Text:	12/16/2024 - Introduced
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AB 226

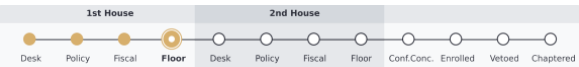
Calderon (D)

HTML

PDF

California FAIR Plan Association.

Progress bar



Bill information

Status: 03/20/2025 - Read second time. Ordered to third reading.

Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate in administering a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law requires the association's plan of operation and any amendment to the plan to be approved by the Insurance Commissioner. Current law establishes the California Infrastructure and Economic Development Bank and authorizes it to issue bonds to provide funds for the payment of costs of a project for a participating party or upon request by a state entity. This bill would authorize the association, if granted prior approval from the commissioner, to request the California Infrastructure and Economic Development Bank to issue bonds, and would authorize the bank to issue those bonds to finance the costs of claims, to increase liquidity and claims-paying capacity of the association, and to refund bonds previously issued for that purpose. The bill would specify that the association is a participating party and that financing all or any portion of the costs of claims or to increase liquidity and the claims-paying capacity of the association is a project for bond purposes. The bill would authorize the bank to loan the proceeds of

issued bonds to the association, and would authorize the association to enter into a loan agreement with the bank and to enter into a line of credit agreement with an institutional lender or broker-dealer. (Based on 01/09/2025 text)

Location: 03/20/2025 - Assembly
THIRD READING

Current Text: 01/09/2025 - Introduced

AB 234

Calderon (D)

HTML

PDF

California FAIR Plan Association governing committee.

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Bill information

Status: 02/10/2025 - Referred to Com. on INS.

Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law establishes a governing committee for the association and prescribes its membership. This bill would require the Speaker of the Assembly and the Chairperson of the Senate Committee on Rules to serve as nonvoting, ex officio members of the governing committee, and would authorize each to name a designee to serve in their place. (Based on 01/13/2025 text)

Location: 02/10/2025 - Assembly INS.

Current Text: 01/13/2025 - Introduced

AB 238

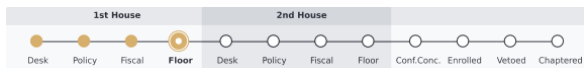
Harabedian (D)

HTML

PDF

Mortgage forbearance: state of emergency: wildfire.

Progress bar



Bill information

Status: 03/20/2025 - Read second time. Ordered to third reading.

Summary: Would authorize a borrower who is experiencing financial hardship due directly, as defined, to the wildfire disaster described in the proclamation of a state of emergency issued by Governor Gavin Newsom on January 7, 2025, to request forbearance on their mortgage loan. The bill would limit eligibility for that forbearance to residential mortgage loans for personal, family, or household use, or borrowers with 10 or fewer investment properties. The bill would require the borrower to affirm that they are experiencing a financial hardship during the wildfire disaster. Because the bill would expand the crime of perjury, the bill would impose a state-mandated local program. (Based on 03/14/2025 text)

Location: 03/20/2025 - Assembly
THIRD READING

Current Text: 03/14/2025 - Amended

Last Amend: 03/14/2025

AB 259

Rubio, Blanca (D)

HTML

PDF

Open meetings: local agencies: teleconferences.

Progress bar



Bill information

Status: 02/10/2025 - Referred to Com. on L. GOV.

Summary: The Ralph M. Brown Act authorizes the legislative body of a local agency to use teleconferencing, as specified, and requires a legislative body of a local agency that elects to use teleconferencing to comply with specified requirements, including that the local agency post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Current law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would remove the January 1, 2026, date from those provisions, thereby extending the alternative teleconferencing procedures indefinitely. (Based on 01/16/2025 text)

Location: 02/10/2025 - Assembly L. GOV.

Current Text: 01/16/2025 - Introduced

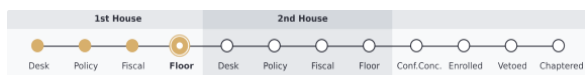
AB 261

Quirk-Silva (D)

HTML

PDF

Fire safety: fire hazard severity zones: State Fire Marshal.

Progress bar**Bill information**

Status: 03/25/2025 - From committee: Amend, and do pass as amended and re-refer to Com. on E.M with recommendation: To Consent Calendar. (Ayes 13. Noes 0.) (March 24).

Summary: Current law requires the State Fire Marshal to classify lands within state responsibility areas into fire hazard severity zones, and, by regulation, designate fire hazard severity zones and assign to each zone a rating reflecting the degree of severity of fire hazard that is expected to prevail in the zone. Current law requires the State Fire Marshal to periodically review designated and rated zones and, as necessary, revise zones or their ratings or repeal the designation of zones. Current law also requires the State Fire Marshal to identify areas in the state that are not state responsibility areas as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas, and to periodically review and make recommendations relative to very high fire hazard severity zones. This bill would, as applied to both state responsibility areas and lands that are not state responsibility areas, authorize the State Fire Marshal, in periods between the State Fire Marshal's review of areas of the state for recommendations regarding an area's fire hazard severity zone, to confer with entities, including, but not limited to, public agencies, tribes, nonprofit organizations, project applicants, and members of the public, on actions that may impact the degree of fire hazard in an area or the area's recommended fire hazard severity zone designation. (Based on 01/16/2025 text)

Location: 03/24/2025 - Assembly CONSENT CALENDAR

Current Text: 01/16/2025 - Introduced

AB 266

Davies (R)

HTML

PDF

Freeway Service Patrol Act: sponsorship agreement.**Progress bar****Bill information**

Status: 03/25/2025 - From committee: Do pass. To Consent Calendar. (Ayes 16. Noes 0.) (March 24).

Summary: The Freeway Service Patrol Act requires each tow truck participating in a freeway service patrol to bear a specified logo that identifies the Department of the California Highway Patrol and the Department of Transportation, and, at the option of the entity, the participating regional or local entity. This bill would authorize a participating regional or local entity to generate additional revenue for its freeway service patrol by entering into exclusive sponsorship agreements that allow for the display of a sponsor's name and logo on participating tow trucks, as specified, that are in addition to the above-described required logo. (Based on 01/17/2025 text)

Location: 03/24/2025 - Assembly
CONSENT CALENDAR

Current Text: 01/17/2025 - Introduced

AB 267

Macedo (R)

HTML

PDF

Greenhouse Gas Reduction Fund: high-speed rail: water infrastructure and wildfire prevention.**Progress bar****Bill information**

Status: 02/18/2025 - Referred to Coms. on TRANS. and NAT. RES.

Summary: Would suspend the appropriation to the High-Speed Rail Authority for the 2026–27 and 2027–28 fiscal years and would instead require those amounts from moneys collected by the State Air Resources Board to be transferred to the General Fund. The bill would specify that the transferred amounts shall be available, upon appropriation by the Legislature, to augment funding for water infrastructure and wildfire prevention. (Based on 01/17/2025 text)

Location: 02/18/2025 - Assembly
TRANS.

Current Text: 01/17/2025 - Introduced

AB 273

Sanchez (R)

HTML

PDF

Greenhouse Gas Reduction Fund: high-speed rail: infrastructure improvements.**Progress bar****Bill information**

Status: 02/18/2025 - Referred to Coms. on TRANS. and NAT. RES.

Summary: The California Global Warming Solutions Act of 2006 authorizes the State Air Resources Board to include in its regulation of greenhouse gas emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. Current law continuously appropriates 25% of the annual proceeds of the fund to the High-Speed Rail Authority for certain purposes. This bill

would eliminate the continuous appropriation of 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to the High-Speed Rail Authority on June 30, 2026. The bill, beginning with the 2026–27 fiscal year, would instead require 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to be transferred to the General Fund and for those moneys, upon appropriation, to be used to augment funding provided to local governments to improve infrastructure. (Based on 01/21/2025 text)

Location: 02/18/2025 - Assembly
TRANS.

Current Text: 01/21/2025 - Introduced

AB 289

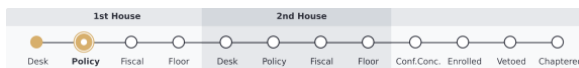
Haney (D)

HTML

PDF

State highway work zone speed safety program.

Progress bar



Bill information

Status: 03/25/2025 - Re-referred to Com. on TRANS.

Summary: Current law authorizes, until January 1, 2032, the City of Malibu to establish a speed safety system pilot program for speed enforcement on the Pacific Coast Highway if the system meets specified requirements. Current law requires the city to administer a public information campaign at least 30 days before implementation of the program, including information relating to when the systems would begin detecting violations. Current law requires the city to issue warning notices rather than notices of violations for violations detected within the first 60 calendar days of the program. Current law also requires the city to develop guidelines for, among other things, the processing and storage of confidential information. Current law requires photographic or administrative records made by a system to be confidential, except as specified, and would only authorize public agencies to use and allow access to these records for specified purposes. This bill would authorize, until January 1, 2032, the Department of Transportation to establish a similar program for speed enforcement that utilizes up to 75 speed safety systems on state highway construction or maintenance areas, as specified. (Based on 03/24/2025 text)

Location: 02/10/2025 - Assembly
TRANS.

Current Text: 03/24/2025 - Amended

Last Amend: 03/24/2025

AB 294

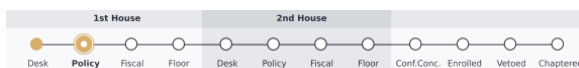
Gallagher (R)

HTML

PDF

Recovery from disaster or emergency: funding priority.

Progress bar



Bill information

Status: 02/10/2025 - Referred to Com. on E.M.

Summary: The Office of Emergency Services (OES) is under the supervision of the Director of Emergency Services. During a state of war emergency, a state of emergency, or a local emergency, current law requires the director to coordinate the emergency activities of all state agencies in connection with that emergency. This bill would authorize the OES to prioritize funding and technical assistance under specified programs, including, but not limited to, for infrastructure and housing recovery projects, in communities that suffered a loss in population and businesses due to a major federal disaster, state of emergency, or local emergency and have unmet recovery needs as a result of a major federal disaster, state of emergency, or local emergency. (Based on 01/23/2025 text)

Location: 02/10/2025 - Assembly
EMERGENCY
MANAGEMENT

Current Text: 01/23/2025 - Introduced

AB 306

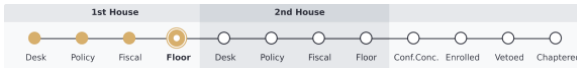
Schultz (D)

HTML

PDF

Building regulations: state building standards.

Progress bar



Bill information

Status: 03/20/2025 - Read second time. Ordered to third reading.

Summary: Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency. The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services. Current law requires the commission to approve and adopt building standards and to codify those standards in the California Building Standards Code (code). The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law requires, among other things, the building standards adopted and submitted by the department for approval by the commission, as specified, to be adopted by reference, with certain exceptions. Current law authorizes any city or county to make changes in those building standards that are published in the code, including to green building standards. Current law requires the governing body of a city or county, before making modifications or changes to those green building standards, to make an express finding that those modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions. This bill would, from June 1, 2025, until June 1, 2031, inclusive, prohibit a city or county from making changes that are applicable to residential units to the above-described building standards unless a certain condition is met, including that the commission deems those changes or modifications necessary as emergency standards to protect health and safety. (Based on 03/12/2025 text)

Location: 03/20/2025 - Assembly
THIRD READING

Current Text: 03/12/2025 - Amended

Last Amend: 03/12/2025

AB 307

Petrie-Norris (D)

HTML

PDF

Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Department of Forestry and Fire Protection: fire camera mapping system.

Progress bar



Bill information

Status: 03/24/2025 - In committee: Set, first hearing. Hearing canceled at the request of author.

Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 authorized the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. Of these funds, the act makes available \$1,500,000,000, upon appropriation by the Legislature, for wildfire prevention, including, among other things, by making \$25,000,000 available, upon

appropriation by the Legislature, to the Department of Forestry and Fire Protection for technologies that improve detection and assessment of new fire ignitions. This bill would require, of the \$25,000,000 made available to the department, \$10,000,000 be allocated for purposes of the ALERTCalifornia fire camera mapping system. (Based on 01/23/2025 text)

Location:	02/10/2025 - Assembly NAT. RES.	Current Text:	01/23/2025 - Introduced
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AB 314

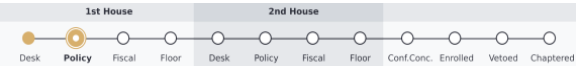
Arambula (D)

HTML

PDF

California Environmental Quality Act: major transit stop.

Progress bar



Bill information

Status: 02/10/2025 - Referred to Com. on NAT. RES.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements residential projects on infill sites and transit priority projects that meet certain requirements, including a requirement that the projects are located within 1/2 mile of a major transit stop. CEQA defines “major transit stop” to include, among other locations, the intersection of 2 or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. This bill would additionally define “major transit stop” to include a planned or existing high-speed rail station. Because the bill would require a lead agency to make an additional determination as to whether a location is a major transit stop for purposes of determining whether residential or mixed-use residential projects are exempt from CEQA, this bill would impose a state-mandated local program. (Based on 01/23/2025 text)

Location:	02/10/2025 - Assembly NAT. RES.	Current Text:	01/23/2025 - Introduced
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AB 317

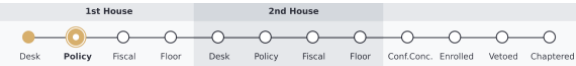
Jackson (D)

HTML

PDF

California First Time Homeowner Dream Act.

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Bill information

Status: 03/03/2025 - Referred to Coms. on NAT. RES. and Rev. & Tax.

Summary: The California Environmental Quality Act requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law exempts various projects from CEQA, including projects related to the conversion of a structure with a certificate of occupancy as a motel, hotel, residential hotel, or hostel to supportive or transitional housing, as defined, that meet certain conditions. This bill would exempt from CEQA the new construction of a single-family dwelling that meets specified conditions, including that the project contains one single-family dwelling that is 1,500 square feet or less with no more than 3 bedrooms, the property is intended to be sold to a first-time homebuyer, and the lead agency determines that the developer of the project or the property owner provided

sufficient legal commitments to meet the requirements of the exemption. The bill would require the lead agency, if it determines that a project qualifies for the exemption, to file a notice of exemption with the Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, and the county clerk, as specified. By placing additional requirements on the lead agency to make a determination on whether the CEQA exemption applies, and on local agencies to determine whether the project developer provided sufficient legal commitments, as described, the bill would impose a state-mandated local program. (Based on 01/24/2025 text)

Location: 03/03/2025 - Assembly NAT.
RES.

Current Text: 01/24/2025 - Introduced

AB 334

Petrie-Norris (D)

HTML

PDF

Operators of toll facilities: interoperability programs: vehicle information.

Progress bar



Bill information

Status: 03/25/2025 - From committee: Do pass and re-refer to Com. on P. & C.P. with recommendation: To Consent Calendar. (Ayes 16. Noes 0.) (March 24). Re-referred to Com. on P. & C.P.

Summary: Current law requires the Department of Transportation, in cooperation with the Golden Gate Bridge, Highway and Transportation District and all known entities planning to implement a toll facility, to develop and adopt functional specifications and standards for an automatic vehicle identification system in compliance with specified objectives, and generally requires any automatic vehicle identification system purchased or installed after January 1, 1991, to comply with those specifications and standards. Current law authorizes operators of toll facilities on federal-aid highways engaged in an interoperability program to provide only specified information regarding a vehicle's use of the toll facility. This bill would instead authorize operators of toll facilities on federal-aid highways engaged in an interstate interoperability program to provide only the information regarding a vehicle's use of the toll facility that is intended to implement interstate interoperability. (Based on 01/28/2025 text)

Location: 03/24/2025 - Assembly P. & C.P.

Current Text: 01/28/2025 - Introduced

AB 339

Ortega (D)

HTML

PDF

Local public employee organizations: notice requirements.

Progress bar



Bill information

Status: 03/19/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 4. Noes 0.) (March 19). Re-referred to Com. on APPR.

Summary: The Meyers-Milias-Brown Act contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Current law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Current law requires the governing body of a public agency, and boards and commissions designated by law or by the governing body, to give reasonable written notice, except in cases of emergency, as specified, to

each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions. This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 120 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization. The bill would require the notice to include specified information, including the anticipated duration of the contract. (Based on 01/28/2025 text)

Location:	03/19/2025 - Assembly APPR.	Current Text:	01/28/2025 - Introduced
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AB 370

Carrillo (D)

HTML

PDF

California Public Records Act: cyberattacks.

Progress bar



Bill information

Status:	03/13/2025 - Re-referred to Com. on APPR.
Summary:	The California Public Records Act requires state and local agencies to make their records available for public inspection, except as specified. Current law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person of the determination and the reasons therefor. Current law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, and defines "unusual circumstances" to include, among other things, the need to search for, collect, and appropriately examine records during a state of emergency when the state of emergency currently affects the agency's ability to timely respond to requests due to staffing shortages or closure of facilities, as provided. This bill would also expand the definition of unusual circumstances to include the inability of the agency, because of a cyberattack, to access its electronic servers or systems in order to search for and obtain a record that the agency believes is responsive to a request and is maintained on the servers or systems in an electronic format. (Based on 03/12/2025 text)

Location:	03/11/2025 - Assembly APPR.	Current Text:	03/12/2025 - Amended
		Last Amend:	03/12/2025

AB 390

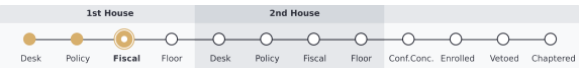
Wilson (D)

HTML

PDF

Vehicles: highway safety.

Progress bar



Bill information

Status:	03/25/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 16. Noes 0.) (March 24). Re-referred to Com. on APPR.
Summary:	Current law requires a driver approaching, among others, a stationary marked Caltrans vehicle that is displaying flashing lights to approach with due caution and either change lanes to a lane not immediately adjacent to the vehicle, or, if unable to safely do so, slow to a reasonable and prudent speed, as specified. Current law makes a violation of that provision an infraction, punishable by a fine of not more than

\$50. This bill would expand that requirement to apply to all marked highway maintenance vehicles, as defined, and would also make that requirement applicable to any other stationary vehicle displaying flashing hazard lights or another warning device, including, but not limited to, cones, flares, or retroreflective devices. (Based on 03/11/2025 text)

Location:	03/24/2025 - Assembly APPR.	Current Text:	03/11/2025 - Amended
		Last Amend:	03/11/2025

AB 394

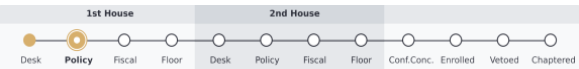
Wilson (D)

HTML

PDF

Public transportation providers.

Progress bar



Bill information

Status:	03/25/2025 - Re-referred to Com. on PUB. S.
Summary:	Current law provides that when a battery is committed against the person of an operator, driver, or passenger on a bus, taxicab, streetcar, cable car, trackless trolley, or other motor vehicle, as specified, and the person who commits the offense knows or reasonably should know that the victim is engaged in the performance of their duties, the penalty is imprisonment in a county jail not exceeding one year, a fine not exceeding \$10,000, or both the fine and imprisonment. Current law also provides that if the victim is injured, the offense would be punished by a fine not exceeding \$10,000, by imprisonment in a county jail not exceeding one year or in the state prison for 16 months, 2, or 3 years, or by both that fine and imprisonment. This bill would expand this crime to include stalking against any of those persons and would also have the crime apply when it occurs against an employee, public transportation provider, or contractor of a public transportation provider. The bill would authorize the court, following a conviction, to impose a prohibition order barring reentry to public transit property, as specified. The bill would make a violation of a prohibition order a misdemeanor, as specified. (Based on 03/24/2025 text)

Location:	02/18/2025 - Assembly PUB. S.	Current Text:	03/24/2025 - Amended
		Last Amend:	03/24/2025

AB 431

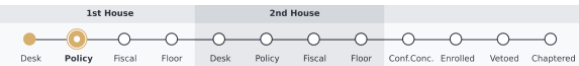
Wilson (D)

HTML

PDF

Advanced Air Mobility Infrastructure Act.

Progress bar



Bill information

Status:	02/18/2025 - Referred to Com. on TRANS.
Summary:	The State Aeronautics Act governs various matters relative to aviation in the state, and authorizes the Department of Transportation to adopt, administer, and enforce rules and regulations for the administration of the act. Current law establishes the Advanced Air Mobility, Zero-Emission, and Electrification Aviation Advisory Panel to assess the feasibility and readiness of existing infrastructure to support a vertiport network to facilitate the development of advanced air mobility services, the development of a 3-year prioritized workplan for the state to advance advanced air mobility services, and pathways for promoting equity of access to advanced air mobility infrastructure, as specified. Current law requires the department, not later than January 1, 2025, to report to the Legislature on the infrastructure feasibility and readiness study and the 3-year prioritized workplan. This bill, the Advanced Air Mobility Infrastructure Act, would require the department to take certain actions related to advanced air mobility, as

Attachment: Bill Report 4-25 (11548 : State Legislative Update)

defined, including, among other things, developing a statewide plan, or updating the statewide aviation plan, to include vertiports, electric aviation charging, and the infrastructure needs of other advances in aviation technology, and designating a subject matter expert for advanced air mobility within the department, as specified. (Based on 02/05/2025 text)

Location: 02/18/2025 - Assembly
TRANS.

Current Text: 02/05/2025 - Introduced

AB 440

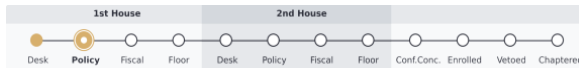
Ramos (D)

HTML

PDF

Suicide prevention.

Progress bar



Bill information

Status: 03/17/2025 - Re-referred to Com. on Health. pursuant to Assembly Rule 96.

Summary: Current law authorizes the Office of Suicide Prevention, if established, to perform certain functions, including, among others, conducting state-level assessment of regional and statewide suicide prevention policies and practices and reporting on progress to reduce rates of suicide. This bill would require the office to identify state bridges and roadways that have a history of a relatively high number of suicide-related deaths. The bill would also require the office to work with the Department of Transportation to identify cost-effective strategies to reduce suicides on the state's bridges and roadways. This bill would require the office to prepare and submit a report to the Legislature and the relevant policy committees on the strategies that it identifies on or before December 31, 2026. The bill would repeal its provisions on January 1, 2028. (Based on 03/05/2025 text)

Location: 03/17/2025 - Assembly
HEALTH

Current Text: 03/05/2025 - Amended

Last Amend: 03/05/2025

AB 443

Bennett (D)

HTML

PDF

Energy Commission: integrated energy policy report: curtailed solar and wind generation: hydrogen production.

Progress bar



Bill information

Status: 03/13/2025 - Referred to Coms. on U. & E. and NAT. RES.

Summary: Current law requires the State Energy Resources Conservation and Development Commission, beginning November 1, 2003, and biennially thereafter, to adopt an integrated energy policy report that contains an overview of major energy trends and issues facing the state, presents policy recommendations based on an in-depth and integrated analysis of the most current and pressing energy issues facing the state, and includes an assessment and forecast of system reliability and the need for resource additions, efficiency, and conservation, as specified. Current law also requires the commission, beginning November 1, 2004, and biennially thereafter, to prepare an energy policy review to update analyses from the integrated energy policy report or to raise energy issues that have emerged since the release of the integrated energy policy report, as specified. This bill would require the commission, as part of the 2027 edition of the integrated energy policy report, to include an assessment of the potential for using curtailed solar and wind generation to produce hydrogen, as provided. (Based on 02/06/2025 text)

Location: 03/13/2025 - Assembly U. & E.

Current Text: 02/06/2025 - Introduced

AB 444

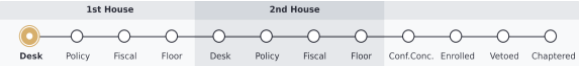
Wilson (D)

HTML

PDF

General plan: circulation element.

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Bill information

Status: 02/07/2025 - From printer. May be heard in committee March 9.

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes certain mandatory elements, including a circulation element. Existing law requires a county or city, by January 1, 2028, to update its circulation element to meet specified requirements. This bill would make nonsubstantive changes to those provisions. (Based on 02/06/2025 text)

Location: 02/06/2025 - Assembly PRINT

Current Text: 02/06/2025 - Introduced

AB 467

Fong (D)

HTML

PDF

Open meetings: teleconferences: neighborhood councils.

Progress bar



Bill information

Status: 02/18/2025 - Referred to Com. on L. GOV.

Summary: The Ralph M. Brown Act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified. This bill would extend the authorization for specified neighborhood city councils to use the alternate teleconferencing provisions described above until January 1, 2031. (Based on 02/06/2025 text)

Location: 02/18/2025 - Assembly L. GOV.

Current Text: 02/06/2025 - Introduced

AB 488

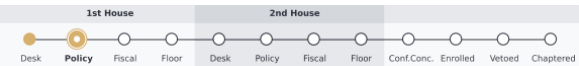
Tangipa (R)

HTML

PDF

Insurance: the California FAIR Plan Association.

Progress bar



Bill information**Status:** 02/24/2025 - Referred to Com. on INS.

Summary: Current law required, within 90 days after July 23, 2021, the California FAIR Plan Association to file a new or amended rate application for basic property insurance with the Insurance Commissioner. Current law also requires the association to establish and maintain a statewide toll-free telephone number through which a person may receive information and assistance in applying for insurance through the plan and to cause the toll-free telephone number to be published in all general distribution telephone directories in the state. This bill would repeal the requirement to file a new or amended rate application and would delete the requirement that the toll-free number be published in all general distribution telephone directories in the state. (Based on 02/10/2025 text)

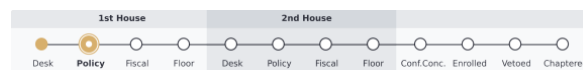
Location: 02/24/2025 - Assembly INS.**Current Text:** 02/10/2025 - Introduced

AB 505

Castillo (R)

HTML

PDF

Multifamily Housing Program: Homekey: report.**Progress bar****Bill information****Status:** 02/24/2025 - Referred to Com. on H. & C.D.

Summary: Current law establishes the Multifamily Housing Program administered by the Department of Housing and Community Development. Current law requires that specified funds appropriated to provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases be disbursed in accordance with the Multifamily Housing Program for specified uses. This disbursement program is referred to as Homekey. This bill would require the Legislative Analyst's Office to conduct an evaluation of the Homekey disbursement program described above to review the effectiveness of the program in relation to sustaining people experiencing homelessness, including, among other things, the number of housing units and projects funded since the program's inception, and the timeliness of the allocation of program funds provided to localities participating in the program, including, among other things, the average time between application submission and fund disbursement. (Based on 02/10/2025 text)

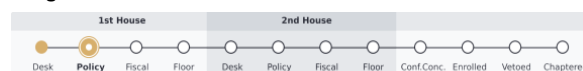
Location: 02/24/2025 - Assembly H. & C.D.**Current Text:** 02/10/2025 - Introduced

AB 507

Haney (D)

HTML

PDF

Adaptive reuse: streamlining: incentives.**Progress bar****Bill information****Status:** 02/24/2025 - Referred to Coms. on H. & C.D. and L. GOV.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit, if the development

satisfies certain objective planning standards, including that the development is a multifamily housing development that contains two or more residential units. This bill would deem an adaptive reuse project a use by right in all zones, regardless of the zoning of the site, and subject to a streamlined, ministerial review process if the project meets specified requirements, subject to specified exceptions. In this regard, an adaptive reuse project, in order to qualify for the streamlined, ministerial review process, would be required to be proposed for an existing building that is less than 50 years old or meets certain requirements regarding the preservation of historic resources, including the signing of an affidavit declaring that the project will comply with the United States Secretary of the Interior's Standards for Rehabilitation for, among other things, the preservation of exterior facades of a building that face a street, or receive federal or state historic rehabilitation tax credits, as specified. The bill would require an adaptive reuse project to meet specified affordability criteria. In this regard, the bill would require an adaptive reuse project for rental housing to include either 8% of the unit for very low income households and 5% of the units for extremely low income households or 15% of the units for lower income households. (Based on 02/10/2025 text)

Location: 02/24/2025 - Assembly H. & C.D.

Current Text: 02/10/2025 - Introduced

AB 513

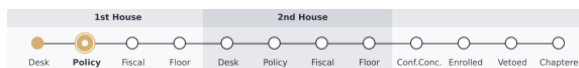
Gonzalez, Jeff (R)

HTML

PDF

California Global Warming Solutions Act of 2006: scoping plan.

Progress bar



Bill information

Status: 02/24/2025 - Referred to Com. on NAT. RES.

Summary: The State Air Resources Board is required to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. The California Global Warming Solutions Act of 2006 requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. This bill would require the state board to include greenhouse gas emissions from wildlands and forest fires in the scoping plan. (Based on 02/10/2025 text)

Location: 02/24/2025 - Assembly NAT. RES.

Current Text: 02/10/2025 - Introduced

AB 520

Castillo (R)

HTML

PDF

Homelessness and mental health: state funding information.

Progress bar



Bill information

Status: 03/17/2025 - Referred to Coms. on H. & C.D. and HUM. S.

Summary: Current law provides funding for homelessness prevention and mental health services through various state programs, such as Housing First, and the Early Psychosis Intervention Plus Program. Current law establishes the State Department of Health Care Services and, among other things, requires the department to implement certain mental health services through contracts with a county or counties acting jointly.

Current law requires the Governor to create a California Interagency Council on Homelessness to serve as a statewide facilitator, coordinator, and policy development resource on ending homelessness in California, among other things. Current law requires the council to create a statewide data system with a goal of matching data on homelessness to programs impacting homeless recipients of state programs. This bill would require the Controller, by January 1, 2027, in collaboration with the department and the council to develop, publish, and maintain an online search portal that contains specified information relating to state funding for programs as described above. The bill would require the portal to include funding amounts provided in the current fiscal year and the previous 10 fiscal years, as well as specified information about the state program that received the funds and the department or agency that administers the program. (Based on 02/10/2025 text)

Location:	03/17/2025 - Assembly H. & C.D.	Current Text:	02/10/2025 - Introduced
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AB 541

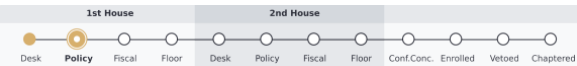
DeMaio (R)

HTML

PDF

California Public Records Act Ombudsperson.

Progress bar



Bill information

Status:	03/25/2025 - Re-referred to Com. on JUD.
Summary:	Would, until January 1, 2029, and subject to appropriation, establish the Office of the California Public Records Act Ombudsperson. The bill would require the Governor to appoint the ombudsperson subject to certain requirements. The bill would require the ombudsperson to receive and investigate requests for review, as defined, determine whether the denials of original requests, as defined, complied with the California Public Records Act, and issue written opinions of its determination, as provided. The bill would require the ombudsperson to create a process to that effect, and would authorize a member of the public to submit a request for review to the ombudsperson consistent with that process. The bill would require the ombudsperson, within 30 days from receipt of a request for review, to make a determination, as provided, and would require the state agency to provide the public record if the ombudsperson determines that it was improperly denied. The bill would require the ombudsperson to create a process through which a person whose information is contained in a record being reviewed may intervene to assert their privacy and confidentiality rights, and would otherwise require the ombudsperson to maintain the privacy and confidentiality of records, as provided. The bill would require the ombudsperson to report to the Legislature, on or before March 31, 2027, and annually thereafter, on, among other things, the number of requests for review the ombudsperson has received in the prior year. (Based on 03/24/2025 text)

Location:	03/24/2025 - Assembly JUD.	Current Text:	03/24/2025 - Amended
		Last Amend:	03/24/2025

AB 555

Jackson (D)

HTML

PDF

Air resources: regulatory impacts: transportation fuel costs.

Progress bar



Bill information

Status:	03/17/2025 - Referred to Com. on NAT. RES.
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Summary: Would require the State Air Resources Board, on a quarterly basis, to submit to the relevant policy committees of the Legislature a report providing data and describing the impacts of its regulations of transportation fuels on the prices of those fuel to California consumers. (Based on 02/12/2025 text)

Location: 03/17/2025 - Assembly NAT.
RES.

Current Text: 02/12/2025 - Introduced

AB 567

DeMaio (R)

HTML

PDF

Insurance: residential and commercial.

Progress bar



Bill information

Status: 03/11/2025 - Re-referred to Com. on INS.

Summary: Current law divides insurance into classes, including, among others, life insurance, fire insurance, and marine insurance. Under current law, an insurer is entitled to payment of the premium as soon as the subject matter insured is exposed to the peril insured against. This bill would require, upon an appropriation, the state to pay for any annual increase in residential property insurance rates that is above either an annual increase of 7% or the annual national average increase in residential insurance premiums, whichever is lower. The bill would require, by March 31, 2026, the Department of Insurance, in consultation with insurers in the insurance industry, to provide a report to the Legislature on, among other things, how to slash regulations on the insurance market to achieve efficiencies to keep residential property insurance rates at or below the annual national average increase in residential insurance premiums. (Based on 03/10/2025 text)

Location: 03/10/2025 - Assembly INS.

Current Text: 03/10/2025 - Amended

Last Amend: 03/10/2025

AB 590

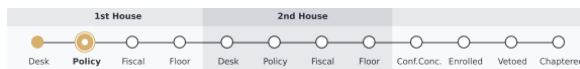
Lee (D)

HTML

PDF

Social Housing Bond Act of 2026.

Progress bar



Bill information

Status: 03/03/2025 - Referred to Com. on H. & C.D.

Summary: Under current law, there are programs providing assistance for, among other things, emergency housing, multifamily housing, farmworker housing, home ownership, and downpayment assistance for first-time home buyers. Current law also authorizes the issuance of bonds in specified amounts pursuant to the State General Obligation Bond Law and requires that proceeds from the sale of these bonds be used to finance various existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and housing-related parks. This bill would enact the Social Housing Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$950,000,000 pursuant to the State General Obligation Bond Law, to fund social housing programs, as specified. The bill would create the California Housing Authority, which would be governed by the California Housing Authority Board, to ensure that social housing developments that are produced and acquired align with specified goals and would authorize the authority to issue the bonds and, upon appropriation of the Legislature, utilize funds from other sources to build more low, very low, and extremely low income housing. The bill would create the Social Housing Revolving Loan Fund to be used, upon appropriation of the

Legislature, to provide zero-interest loan for the purpose of constructing housing to accommodate a mix of household incomes. (Based on 02/12/2025 text)

Location:	03/03/2025 - Assembly H. & C.D.	Current Text:	02/12/2025 - Introduced
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AB 609

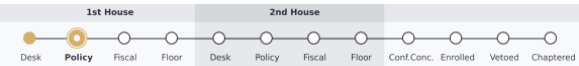
Wicks (D)

HTML

PDF

California Environmental Quality Act: exemption: housing development projects.

Progress bar



Bill information

Status: 03/25/2025 - Re-referred to Com. on NAT. RES.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements various projects, including, but not limited to, housing projects that meet certain requirements. This bill would exempt from the requirements of CEQA a housing development project, as defined, that meets certain conditions. The bill would require a local government, as a condition of approval for the development, to require the development proponent to complete a phase I environmental assessment, as provided. Because a lead agency would be required to determine whether a housing development project qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 03/24/2025 text)

Location:	03/24/2025 - Assembly NAT. RES.	Current Text:	03/24/2025 - Amended
		Last Amend:	03/24/2025

AB 612

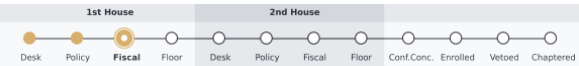
Rogers (D)

HTML

PDF

Transportation: Highway Design Manual: emergency response times.

Progress bar



Bill information

Status: 03/25/2025 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 16. Noes 0.) (March 24). Re-referred to Com. on APPR.

Summary: Would require the Department of Transportation, on or before January 1, 2026, to update the Highway Design Manual to direct local governments to consult with local fire departments when making road improvements to ensure the improvements do not negatively impact emergency response times. (Based on 02/13/2025 text)

Location:	03/24/2025 - Assembly APPR.	Current Text:	02/13/2025 - Introduced
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AB 657

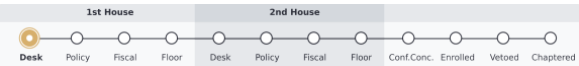
Alvarez (D)

HTML

PDF

Department of Transportation: state highways.

Progress bar



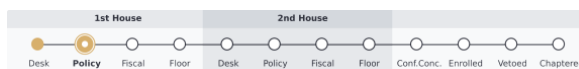
Bill information

Status: 02/15/2025 - From printer. May be heard in committee March 17.

Summary: Current law establishes the Department of Transportation and the California Transportation Commission and provides that the department has full possession and control of all state highways and all property and rights in property acquired for state highway purposes and authorizes and directs the department to lay out and construct all state highways between the termini designated by law and on the locations as determined by the commission. This bill would make nonsubstantive changes to these provisions. (Based on 02/14/2025 text)

Location: 02/14/2025 - Assembly
PRINT

Current Text: 02/14/2025 - Introduced

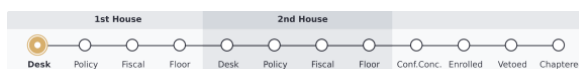
[AB 670](#)
[Quirk-Silva \(D\)](#)
[HTML](#)
[PDF](#)
Planning and zoning: housing element: converted affordable housing units.**Progress bar****Bill information**

Status: 03/03/2025 - Referred to Coms. on H. & C.D. and L. GOV.

Summary: The Planning and Zoning Law requires each city, county, and city and county to adopt a general plan that includes, among other things, a housing element. After a legislative body has adopted all or part of a general plan, current law requires a planning agency among other things, to provide by April 1 of each year an annual report to specified entities that includes prescribed information, including the number of housing development applications received in the prior year, as specified, the number of units of housing demolished and new units of housing, as specified. This bill would require specified information to be included in the report, including additional information regarding units of new housing, the units of housing demolished, and a report on replacement housing units, as specified. (Based on 02/14/2025 text)

Location: 03/03/2025 - Assembly H. & C.D.

Current Text: 02/14/2025 - Introduced

[AB 698](#)
[Wicks \(D\)](#)
[HTML](#)
[PDF](#)
Housing Accountability Act.**Progress bar****Bill information**

Status: 02/15/2025 - From printer. May be heard in committee March 17.

Summary: The Housing Accountability Act, which is part of the Planning and Zoning Law, prohibits a local agency from disapproving a housing development project for very low, low-, or moderate-income households or for an emergency shelter, or conditioning approval in a manner that renders the housing development project or emergency shelter infeasible unless it makes specified written findings. This bill would make a nonsubstantive change to those provisions. (Based on 02/14/2025 text)

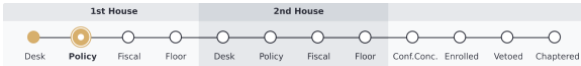
Location: 02/14/2025 - Assembly
PRINT

Current Text: 02/14/2025 - Introduced

[AB 712](#)
[Wicks \(D\)](#)
[HTML](#)
[PDF](#)

Housing reform laws: enforcement actions: fines and penalties.

Progress bar



Bill information

Status: 03/11/2025 - Re-referred to Com. on H. & C.D.

Summary: Current law within the Planning and Zoning Law describes various reforms and incentives enacted by the Legislature to facilitate and expedite the construction of affordable housing. Current law within the Planning and Zoning Law, in certain civil actions or proceedings against a public entity that has issued specified approvals for a housing development, authorizes a court to award all reasonably incurred costs of suit to a prevailing public entity or nonprofit housing corporation that is a real party in interest and the permit applicant of the low- or moderate-income housing if the court makes specified findings. This bill, where the applicant for a housing development is a prevailing party in an action brought by the applicant to enforce a housing reform law against a public agency, would entitle an applicant for a housing development project to reasonable attorney's fees and costs and would require a court to impose fines on a local agency, as specified. The bill would prohibit a public agency from requiring the applicant to indemnify, defend, or hold harmless the public agency in any action alleging the public agency violated the applicant's rights or deprived the applicant of the benefits or protection provide by a housing reform law. (Based on 03/10/2025 text)

Location:	03/10/2025 - Assembly H. & C.D.	Current Text:	03/10/2025 - Amended
		Last Amend:	03/10/2025

AB 716

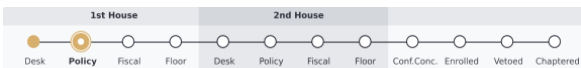
Carrillo (D)

HTML

PDF

Fire safety standards: hydrogen facilities.

Progress bar



Bill information

Status: 03/25/2025 - Re-referred to Com. on E.M.

Summary: Would require the State Fire Marshal to adopt the National Fire Protection Association Hydrogen Technologies Code (NFPA 2) as the statewide fire safety standards and guidelines for hydrogen production, storage, and distribution facilities. The bill would prohibit local governments from adopting more stringent fire safety standards than the statewide fire safety standards. The bill would require the State Fire Marshal to appoint a hydrogen fire expert, with specified duties. The bill would require the State Fire Marshal to provide ongoing training to local fire departments and building inspectors, as specified. (Based on 03/24/2025 text)

Location:	03/24/2025 - Assembly EMERGENCY MANAGEMENT	Current Text:	03/24/2025 - Amended
		Last Amend:	03/24/2025

AB 726

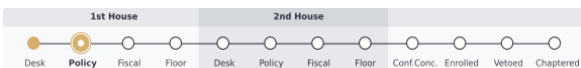
Ávila Farías (D)

HTML

PDF

Planning and zoning: annual report: rehabilitated units.

Progress bar



Bill information

Status: 03/03/2025 - Referred to Coms. on H. & C.D. and L. GOV.

Summary:

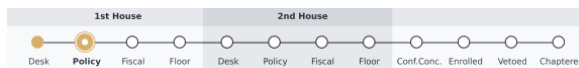
The Planning and Zoning Law requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, and the Department of Housing and Community Development. Current law requires the annual report to include, among other things, the city's or county's progress in meeting its share of regional housing needs, as specified. This bill would permit a local agency to include in its annual report the number of units of existing deed-restricted affordable housing within a specified affordability threshold that are at least 15 years old and have been substantially rehabilitated with at least sixty thousand dollars per unit in funds awarded from the city or county, as specified. (Based on 02/18/2025 text)

Location:

03/03/2025 - Assembly H. & C.D.

Current Text:

02/18/2025 - Introduced

[AB 735](#)
[Carrillo \(D\)](#)
[HTML](#)
[PDF](#)
Planning and zoning: logistics use: truck routes.**Progress bar****Bill information****Status:**

03/10/2025 - Referred to Com. on L. GOV.

Summary:

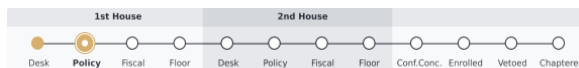
Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including "21st century warehouse," and "tier 1 21st century warehouse," for purposes of those provisions as compliant with building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Current law also defines the term "expansion of an existing logistics use" for purposes of those provisions. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in effect at the time that the application for a development of a 21st century warehouse is submitted and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. (Based on 02/18/2025 text)

Location:

03/10/2025 - Assembly L. GOV.

Current Text:

02/18/2025 - Introduced

[AB 736](#)
[Wicks \(D\)](#)
[HTML](#)
[PDF](#)
The Affordable Housing Bond Act of 2026.**Progress bar****Bill information****Status:**

03/03/2025 - Referred to Com. on H. & C.D.

Summary:

Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be

used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 02/18/2025 text)

Location:	03/03/2025 - Assembly H. & C.D.	Current Text:	02/18/2025 - Introduced
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AB 782

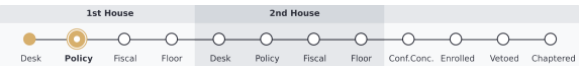
Quirk-Silva (D)

HTML

PDF

Subdivision Map Act: security.

Progress bar



Bill information

Status:	03/25/2025 - Re-referred to Com. on L. GOV.
Summary:	The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification of those maps. The act requires prescribed security from a developer if the act or a local ordinance authorizes or requires the furnishing of security in connection with the performance of any act or agreement. This bill would prohibit a local agency from requiring the furnishing of security in connection with the performance of any act or agreement related to an improvement that will be privately owned and maintained, and from conditioning the subdivision or any approval necessary for the development or construction of the project as a whole on the furnishing of that security related to an improvement that will be privately owned and maintained. (Based on 03/24/2025 text)

Location:	03/24/2025 - Assembly L. GOV.	Current Text:	03/24/2025 - Amended
		Last Amend:	03/24/2025

AB 790

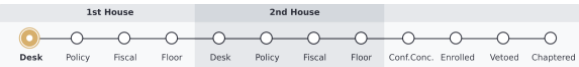
Ávila Farías (D)

HTML

PDF

Housing.

Progress bar



Bill information

Status:	02/19/2025 - From printer. May be heard in committee March 21.
Summary:	The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law requires the building department of every city or county to enforce within its jurisdiction the provisions of the California Building Standards Code, the provisions of the State Housing Law, and specified other rules and regulations promulgated pursuant to that law. This bill would express the intent of the Legislature to enact legislation relating to housing. (Based on 02/18/2025 text)

Location:	02/18/2025 - Assembly PRINT	Current Text:	02/18/2025 - Introduced
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AB 854

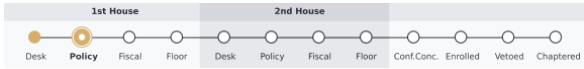
Petrie-Norris (D)

HTML

PDF

California Environmental Quality Act: exemption: residential projects.

Progress bar



Bill information

Status: 03/25/2025 - Re-referred to Com. on NAT. RES.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements a residential project on an urbanized infill site that meets certain requirements, including that the site of the project is not more than 4 acres in total area. This bill would expand the exemption by increasing the size of a residential project that would qualify for the exemption to include a project of not more than 5 acres in total area. The bill would require a lead agency approving an exempt residential project on an urbanized infill site to file a notice of exemption with the Office of Land Use and Climate Innovation, as specified. (Based on 03/24/2025 text)

Location: 03/24/2025 - Assembly NAT. RES.

Current Text: 03/24/2025 - Amended

Last Amend: 03/24/2025

AB 891

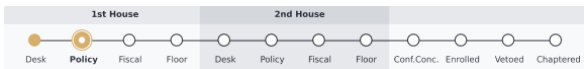
Zbur (D)

HTML

PDF

Transportation: Quick-Build Project Pilot Program.

Progress bar



Bill information

Status: 03/03/2025 - Referred to Com. on TRANS.

Summary: Would establish the Quick-Build Project Pilot Program within the Department of Transportation's maintenance program to expedite development and implementation of low-cost projects on the state highway system, as specified. The bill would require the department, on or before December 31, 2027, to develop and publish guidance for the deployment of district quick-build projects. The bill would require the department, on or before December 31, 2028, to identify and commit to funding a minimum of 6 quick-build projects statewide. (Based on 02/19/2025 text)

Location: 03/03/2025 - Assembly TRANS.

Current Text: 02/19/2025 - Introduced

AB 902

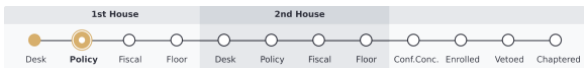
Schultz (D)

HTML

PDF

Transportation planning and programming: barriers to wildlife movement.

Progress bar



Bill information

Status: 03/17/2025 - Referred to Coms. on TRANS. and L. GOV.

Summary: Current law requires certain transportation planning agencies to prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Current law requires that each regional transportation plan include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, achieve certain regional targets established by the State Air Resources Board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region for 2020 and 2035,

respectively. This bill would require the regional transportation plan or sustainable communities strategy, upon the adoption or next revision on or after January 1, 2028, to, among other things, identify and analyze connectivity areas, permeability, and natural landscape areas that are partially or fully within the region of the metropolitan planning organization or transportation planning agency, and consider the impacts of development and the barriers caused by transportation infrastructure and development to wildlife and habitat connectivity. The bill would also require metropolitan planning organizations and regional transportation agencies, in implementing those requirements, to, among other things, incorporate appropriate standards, policies, and feasible implementation programs, consult with certain entities, and consider relevant best available science as appropriate. (Based on 02/19/2025 text)

Location: 03/17/2025 - Assembly
TRANS.

Current Text: 02/19/2025 - Introduced

AB 906

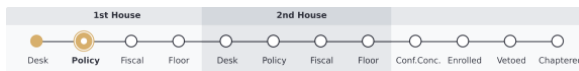
González, Mark (D)

HTML

PDF

Planning and zoning: housing elements.

Progress bar



Bill information

Status: 03/10/2025 - Referred to Coms. on H. & C.D. and L. GOV.

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element. Current law requires the housing element to include, among other things, an inventory of land suitable and available for residential development, including specified sites, an analysis of the relationship of zoning and public facilities and services to these sites (first analysis), and an analysis of the relationship of the sites identified in the land inventory to the jurisdiction's duty to affirmatively further fair housing (2nd analysis). If the inventory of sites does not identify adequate sites to accommodate the need for groups of all household income levels, as provided, existing law requires that the local government rezone sites within specified time periods. This bill would additionally require the 2nd analysis to demonstrate that the jurisdiction has accommodated a meaningful portion of its share of the regional housing need for lower income households on sites located in higher income, racially exclusive areas to the extent that those areas exist within the jurisdiction. (Based on 02/19/2025 text)

Location: 03/10/2025 - Assembly H. & C.D.

Current Text: 02/19/2025 - Introduced

AB 915

Petrie-Norris (D)

HTML

PDF

Clean Energy Reliability Investment Plan.

Progress bar



Bill information

Status: 02/20/2025 - From printer. May be heard in committee March 22.

Summary: Would appropriate \$900,000,000 from the General Fund to the State Energy Resources Conservation and Development Commission for the 2025–26 fiscal year to be allocated for the Clean Energy Reliability Investment Plan for local incentive grants to increase investment in clean energy infrastructure. (Based on 02/19/2025 text)

Location: 02/19/2025 - Assembly
PRINT

Current Text: 02/19/2025 - Introduced

AB 920

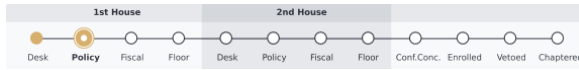
Caloza (D)

[HTML](#)

[PDF](#)

Permit Streamlining Act: housing development projects: centralized application portal.

Progress bar



Bill information

Status: 03/25/2025 - Re-referred to Com. on L. GOV.

Summary: The Permit Streamlining Act requires a public agency that is the lead agency for a development project to approve or disapprove that project within specified time periods. Current law requires a city or county that has an internet website to, among other things, make a fee estimate tool that the public can use to calculate an estimate of fees and exactions for a proposed housing development project available on its internet website. This bill would require a city or county with a population of 150,000 or more that has an internet website to make a centralized application portal available on its website to an applicant for a housing development project. (Based on 03/24/2025 text)

Location: 03/24/2025 - Assembly L. GOV.

Current Text: 03/24/2025 - Amended

Last Amend: 03/24/2025

AB 939

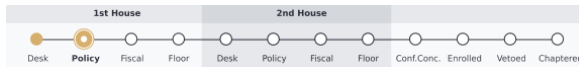
Schultz (D)

[HTML](#)

[PDF](#)

The Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026.

Progress bar



Bill information

Status: 03/10/2025 - Referred to Com. on TRANS.

Summary: Would enact the Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$20,000,000,000 pursuant to the State General Obligation Bond Law to finance transit and passenger rail improvements, local streets and roads and active transportation projects, zero-emission vehicle investments, transportation freight infrastructure improvements, and grade separations and other critical safety improvements. The bill would provide for the submission of the bond act to the voters at the November 3, 2026, statewide general election. (Based on 02/19/2025 text)

Location: 03/10/2025 - Assembly TRANS.

Current Text: 02/19/2025 - Introduced

AB 954

Bennett (D)

[HTML](#)

[PDF](#)

State transportation improvement program: bicycle highway pilot program.

Progress bar



Bill information

Status: 03/10/2025 - Referred to Com. on TRANS.

Summary: Would require the Department of Transportation to prepare a proposal for the development, including the selection, of sites for a pilot program establishing branded networks of bicycle highways that are numbered and signed within 2 of California's major metropolitan areas. The bill would require the department, on or before January

1, 2030, to include the proposal in the draft ITIP and would require the department to perform all other actions necessary for the pilot program to be programmed in the STIP, as specified. The bill would require the department, on or before July 1, 2031, to report to the relevant policy committees of the Legislature on the status of the pilot program and recommendations for the development of additional networks of bicycle highways. (Based on 02/20/2025 text)

Location: 03/10/2025 - Assembly
TRANS.

Current Text: 02/20/2025 - Introduced

AB 956

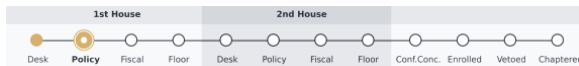
Quirk-Silva (D)

HTML

PDF

Accessory dwelling units: ministerial approval: single-family dwellings.

Progress bar



Bill information

Status: 03/18/2025 - Re-referred to Com. on H. & C.D.

Summary: Current law requires a local agency to ministerially approve building permit applications within a residential or mixed-use zone to create, among others, one detached, new construction, accessory dwelling unit that does not exceed 4-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling, as specified. This bill would increase the number of detached, new construction, accessory dwelling units that a local agency is required to ministerially approve on lots with a proposed or existing single-family dwelling, as described above, to 2. By imposing new duties on local governments with respect to the approval of accessory dwelling units, the bill would impose a state-mandated local program. (Based on 03/17/2025 text)

Location: 03/17/2025 - Assembly H. &
C.D.

Current Text: 03/17/2025 - Amended

Last Amend: 03/17/2025

AB 975

Gallagher (R)

HTML

PDF

California Environmental Quality Act: lake and streambed alteration agreements: exemptions: culverts and bridges.

Progress bar



Bill information

Status: 03/19/2025 - Re-referred to Com. on NAT. RES.

Summary: Current law prohibits a person, a state or local governmental agency, or a public utility from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or depositing or disposing of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, unless prescribed requirements are met, including written notification to the Department of Fish and Wildlife regarding the activity. Current law requires the department to determine whether the activity may substantially adversely affect an existing fish and wildlife resource and, if so, to provide a draft lake or streambed alteration agreement to the person, agency, or utility. Current law prescribes various requirements for lake and streambed alteration agreements. Current law also establishes various exemptions from these provisions. This bill would exempt from these provisions emergency projects undertaken, carried out, or approved by a state or local government agency to maintain, repair, restore, or reconstruct a bridge 30 feet long or less or reconstruct a culvert 70 feet long or less, that has been damaged as a result of

fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, within one year of the damage. (Based on 03/18/2025 text)

Location: 03/10/2025 - Assembly NAT.
RES.

Current Text: 03/18/2025 - Amended

Last Amend: 03/18/2025

AB 1010

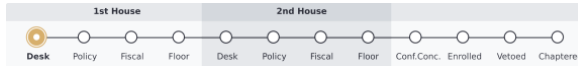
Rodriguez, Michelle (D)

HTML

PDF

Local government: broadband: traffic control requirements: state standard.

Progress bar



Bill information

Status: 02/21/2025 - From printer. May be heard in committee March 23.

Summary: Current law authorizes any municipal corporation to acquire, construct, own, operate, or lease any public utility, and provides that "public utility" for these purposes means to supply the inhabitants of that municipal corporation with specified services, including a means of communication. Current law similarly authorizes a municipal utility district and a public utility district to acquire, construct, own, operate, control, or use works for supplying the inhabitants of the district with specified services, including a means of communication. Current law authorizes a county service area to acquire, construct, improve, maintain, and operate broadband internet access services. This bill would state the intent of the Legislature to enact legislation to implement a state standard of traffic control requirements for local governments during broadband deployment. (Based on 02/20/2025 text)

Location: 02/20/2025 - Assembly
PRINT

Current Text: 02/20/2025 - Introduced

AB 1089

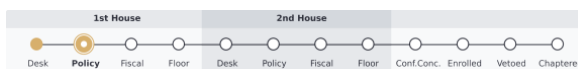
Carrillo (D)

HTML

PDF

Western Joshua Tree Conservation Act: industrial projects and commercial projects.

Progress bar



Bill information

Status: 03/25/2025 - Re-referred to Com. on W. P., & W.

Summary: Current law authorizes the Department of Fish and Wildlife to enter into an agreement with any county or city to delegate to the county or city the ability to authorize the taking of a western Joshua tree associated with developing single-family residences, multifamily residences, accessory structures, and public works projects concurrent with its approval of the project if certain conditions are met. Current law authorizes any person or public agency receiving a take authorization for a project to pay specified fees in lieu of satisfying the mitigation obligation on several bases, including if the project receives a permit issued by a county or city. This bill would additionally authorize the department to enter into an agreement with any city to delegate to the city the ability to authorize the taking of western Joshua trees associated with developing commercial and industrial projects. The bill would, relative to other project types subject to delegated local mitigation authority, limit the bases for commercial or industrial projects to pay specified fees in lieu of satisfying the mitigation obligation, as provided. (Based on 03/24/2025 text)

Location: 03/24/2025 - Assembly W.,P.
& W.

Current Text: 03/24/2025 - Amended

Last Amend: 03/24/2025

AB 1114

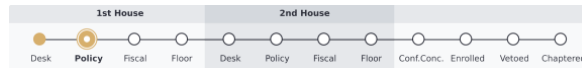
Ávila Farías (D)

HTML

PDF

Emergency vehicles: fee and toll exemptions.

Progress bar



Bill information

Status:

03/10/2025 - Referred to Com. on TRANS.

Summary:

Current provides for the exemption of authorized emergency vehicles from the payment of a toll or charge on a vehicular crossing, toll highway, or high-occupancy toll (HOT) lane and any related fines, when the authorized emergency vehicle is being driven under specified conditions, including, among others, the vehicle is displaying an exempt license plate and a public agency identification, such as "Police." This bill would extend the exemption from fees imposed under the Vehicle Code to a vehicle owned by a public or private entity used as an authorized emergency vehicle, as defined. The bill would include in the exemption of an authorized emergency vehicle exempt from the payment of a toll or charge a vehicle displaying an exempt license plate and emergency identification, including, but not limited to, "Ambulance." (Based on 02/20/2025 text)

Location:

03/10/2025 - Assembly
TRANS.

Current Text:

02/20/2025 - Introduced

AB 1132

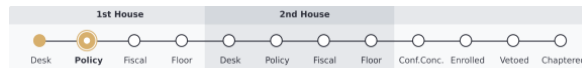
Schiavo (D)

HTML

PDF

Department of Transportation: climate change vulnerability assessment: community resilience assessment.

Progress bar



Bill information

Status:

03/13/2025 - Referred to Com. on TRANS.

Summary:

Existing law establishes the Department of Transportation to, among other things, plan, design, construct, operate, and maintain the state highway system, as provided. Pursuant to that authority, the department developed 12 district-based Climate Change Vulnerability Assessment reports designed to provide the department with a comprehensive database to help in evaluating, mitigating, and adapting to the effects of increasing extreme weather events on the state transportation system. This bill would require the department, on or before January 1, 2027, to identify key community resilience indicators for measuring the impacts of climate-induced transportation disruptions. The bill would also require the department, on or before January 1, 2028, to include in the Climate Change Vulnerability Assessment reports an evaluation of the broader social and economic impacts on communities connected to the evaluated infrastructure risks, as specified. (Based on 02/20/2025 text)

Location:

03/13/2025 - Assembly
TRANS.

Current Text:

02/20/2025 - Introduced

AB 1154

Carrillo (D)

HTML

PDF

Accessory dwelling units: junior accessory dwelling units.

Progress bar



Bill information

Status: 03/10/2025 - Referred to Coms. on H. & C.D. and L. GOV.

Summary: The Planning and Zoning Law, among other things, provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Existing law prohibits a local agency from imposing parking standards for an accessory dwelling unit under certain circumstances, whether or not the local agency has adopted a local ordinance pursuant to the above provisions. Under existing law, those circumstances include, among others, if the accessory dwelling unit is located within 1/2 of one mile walking distance of public transit or there is a car share vehicle located within one block of the accessory dwelling unit. This bill would additionally prohibit a local agency from imposing any parking standards if the accessory dwelling unit is 500 square feet or smaller. This bill contains other related provisions and other existing laws. (Based on 02/20/2025 text)

Location: 03/10/2025 - Assembly H. & C.D.

Current Text: 02/20/2025 - Introduced

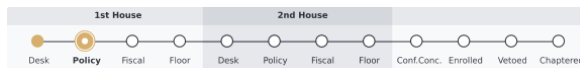
AB 1165

Gipson (D)

[HTML](#)[PDF](#)

California Housing Justice Act of 2025.

Progress bar



Bill information

Status: 03/25/2025 - Re-referred to Com. on H. & C.D.

Summary: Current law establishes the Homeless Housing, Assistance, and Prevention Program administered by the Business, Consumer Services, and Housing Agency for the purpose of providing jurisdictions, as defined, with one-time grant funds to support regional coordination and expand or develop local capacity to address homelessness challenges, as specified. Current law also establishes the Department of Housing and Community Development in the agency and makes the department responsible for administering various housing programs throughout the state, including, among others, the Multifamily Housing Program, the Housing for a Healthy California Program, and the California Emergency Solutions Grants Program. This bill would enact the California Housing Justice Act of 2025, which would create the California Housing Justice Fund in the General Fund and would require the Legislature to invest an ongoing annual allocation into that fund in an amount needed to solve homelessness and housing unaffordability, as specified. The bill would require moneys in the fund to be appropriated by the Legislature annually to the department and to be expended by the agency to fund, among other things, the development, acquisition, rehabilitation, and preservation of affordable and supportive housing that is affordable to acutely low, extremely low, very low, and lower income households, as provided. (Based on 03/24/2025 text)

Location: 03/24/2025 - Assembly H. & C.D.

Current Text: 03/24/2025 - Amended

Last Amend: 03/24/2025

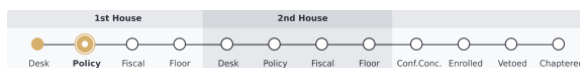
AB 1198

Haney (D)

[HTML](#)[PDF](#)

Public works: prevailing wages.

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Bill information

Status: 03/10/2025 - Referred to Com. on L. & E.

Summary:

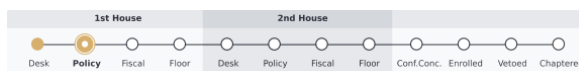
Current law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Current law requires the body awarding a contract for a public work to obtain from the director the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is to be performed, and the general prevailing rate of per diem wages for holiday and overtime work, for each craft, classification, or type of worker needed to execute the contract. Under current law, if the director determines during any quarterly period that there has been a change in any prevailing rate of per diem wages in a locality, the director is required to make that change available to the awarding body and their determination is final. Under current law, that determination does not apply to public works contracts for which the notice to bidders has been published. This bill would instead state, commencing July 1, 2026, that if the director determines, within a semiannual period, that there is a change in any prevailing rate of per diem wages in a locality, that determination applies to any public works contract that is awarded or for which notice to bidders is published after July 1, 2026. The bill would authorize any contractor, awarding body, or specified representative affected by a change in rates on a particular contract to, within 20 days, file with the director a verified petition to review the determination of that rate, as specified. (Based on 02/21/2025 text)

Location:

03/10/2025 - Assembly L. & E.

Current Text:

02/21/2025 - Introduced

[AB 1206](#)
[Harabedian \(D\)](#)
[HTML](#)
[PDF](#)
Single-family and multifamily housing units: preapproved plans.**Progress bar****Bill information****Status:**

03/13/2025 - Referred to Coms. on H. & C.D. and L. GOV.

Summary:

The Planning and Zoning Law provides for the adoption and administration of zoning laws, ordinances, rules and regulations by counties and cities and the implementation of those general plans as may be in effect in those counties or cities. In that regard, current law requires each local agency, by January 1, 2025, to develop a program for the preapproval of accessory dwelling unit plans. This bill would require each local agency, by January 1, 2026, to develop a program for the preapproval of single-family and multifamily residential housing plans, whereby the local agency accepts single-family and multifamily plan submissions for preapproval and approves or denies the preapproval applications, as specified. The bill would authorize a local agency to charge a fee to an applicant for the preapproval of a single-family or multifamily residential housing plan, as specified. The bill would require the local agency to post preapproved single-family or multifamily residential housing plans and the contact information of the applicant on the local agency's internet website. The bill would require a local agency to either approve or deny an application for a single-family or multifamily residential housing unit within 30 days that utilizes either a single-family or multifamily residential housing unit plan preapproved within the current triennial California Building Standards Code rulemaking cycle or a plan that is identical to a plan used in an application for a single-family or multifamily residential housing unit approved by the local agency within the current triennial California Building Standards Code rulemaking cycle. (Based on 02/21/2025 text)

Location:

03/13/2025 - Assembly H. & C.D.

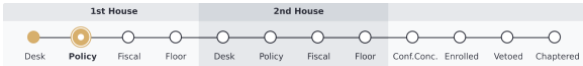
Current Text:

02/21/2025 - Introduced

[AB 1207](#)
[Irwin \(D\)](#)
[HTML](#)
[PDF](#)

Climate change: market-based compliance mechanism: price ceiling.

Progress bar



Bill information

Status:	03/18/2025 - Re-referred to Com. on NAT. RES.		
Summary:	The California Global Warming Solutions Act of 2006, until January 1, 2031, authorizes the State Air Resources Board to adopt a regulation establishing a system of market-based declining aggregate emissions limits for sources or categories of sources that emit greenhouse gases (market-based compliance mechanism) that meets certain requirements. Current law requires the state board, in adopting the regulation to, among other things, establish a price ceiling for emission allowances sold by the state board. Current law requires the state board, in establishing the price ceiling, to consider specified factors, including the full social cost associated with emitting a metric ton of greenhouse gases. This bill would require the state board to instead consider the full social cost associated with emitting a metric ton of greenhouse gases, as determined by the United States Environmental Protection Agency in November 2023. (Based on 03/17/2025 text)		
Location:	03/17/2025 - Assembly NAT. RES.	Current Text:	03/17/2025 - Amended
		Last Amend:	03/17/2025

AB 1257

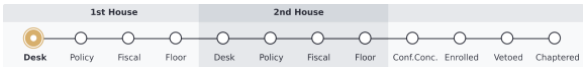
Lackey (R)

HTML

PDF

Department of Transportation: state highways.

Progress bar



Bill information

Status:	02/24/2025 - Read first time.		
Summary:	Current law establishes the Department of Transportation and the California Transportation Commission, and vests with the department the obligation to improve and maintain state highways, including all traversable highways that have been adopted or designated as state highways by the commission. This bill would make a nonsubstantive change to this provision. (Based on 02/21/2025 text)		
Location:	02/21/2025 - Assembly PRINT	Current Text:	02/21/2025 - Introduced

AB 1275

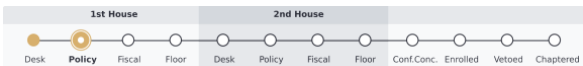
Elhawary (D)

HTML

PDF

Regional housing needs: regional transportation plan.

Progress bar



Bill information

Status:	03/25/2025 - Re-referred to Com. on H. & C.D.		
Summary:	Existing law, the Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries. Existing law requires the general plan to include, among other mandatory elements, a housing element, and requires the housing element to include, among other things, an inventory of land suitable and available for residential development. This bill would, except for cities and counties without a council of governments, instead require the department, in consultation with		

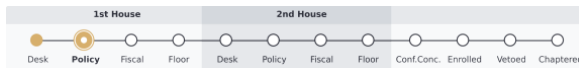
each council of governments, to determine each region's existing and projected housing need at least 3 years before the scheduled revision, as specified. (Based on 03/24/2025 text)

Location:	03/24/2025 - Assembly H. & C.D.	Current Text:	03/24/2025 - Amended
		Last Amend:	03/24/2025

[AB 1294](#)
[Haney \(D\)](#)
[HTML](#)
[PDF](#)

Planning and zoning: housing development: standardized application form.

Progress bar



Bill information

Status: 03/18/2025 - Re-referred to Com. on H. & C.D.

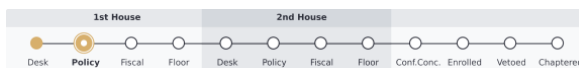
Summary: The Permit Streamlining Act, among other things, requires each public agency to provide a development project applicant with a list that specifies the information that will be required from any applicant for a development project. The act requires a public agency that has received an application for a development project to determine in writing whether the application is complete within 30 calendar days and to immediately transmit the determination to the applicant of the development project. This bill would require that an application for a housing entitlement, as defined, be deemed complete upon payment of the permit processing fees and upon providing specified information, including, among other things, the information required in the above-described list provided by the public agency. The bill would require the Department of Housing and Community Development to adopt a standardized application form that applicants for a housing entitlement may use for the purpose of satisfying these requirements and would require a city, county, or city and county to accept an application submitted on the standardized application form. The bill would prohibit the city, county, or city and county from requiring submission of any other forms, beside the standardized application form, except as specified. This bill would prohibit a city, county, or city and county from requiring certain information or approvals, including, among others, any requirement for preapplication submissions, approvals, reviews, meetings, consultations, public outreach notices, or any other preapplication requirements, as a condition of determining that an application for a housing entitlement is complete. The bill would prohibit a city, county, or city and county from imposing a penalty or an additional fee, processing requirement, or submittal requirement as a consequence of an applicant using the standardized application form. (Based on 03/17/2025 text)

Location:	03/17/2025 - Assembly H. & C.D.	Current Text:	03/17/2025 - Amended
		Last Amend:	03/17/2025

[AB 1343](#)
[Gallagher \(R\)](#)
[HTML](#)
[PDF](#)

Local alternative transportation improvement program: Feather River crossing.

Progress bar



Bill information

Status: 03/17/2025 - Re-referred to Com. on TRANS.

Summary: Current law vests the Department of Transportation with full possession and control of the state highway system and associated property. Current law generally requires proceeds from the sale of excess state highway property to be made available for other highway purposes. Current law generally requires the California Transportation Commission to program available funding for transportation capital projects, other than state highway rehabilitation projects, through the State Transportation Improvement

Program process, with available funds subject to various fair share distribution formulas. Current law, in certain cases, requires the commission to instead reallocate funds from canceled state highway projects to a local alternative transportation improvement program within the same county and exempts those funds from the fair share distribution formulas that would otherwise apply. This bill, with respect to planned state transportation facilities over the Feather River in the City of Yuba City and the Counties of Sutter and Yuba, which facilities are no longer planned to be constructed, would authorize the affected local agencies, acting jointly with the transportation planning agency having jurisdiction, to develop and file with the commission a local alternative transportation improvement program that addresses transportation problems and opportunities in the area that was to be served by the planned state facilities. The bill would require the commission to have the final authority regarding the content and approval of the local alternative transportation improvement program, and would prohibit the commission from approving the local alternative transportation improvement program after July 1, 2030. (Based on 03/13/2025 text)

Location: 03/13/2025 - Assembly
TRANS.

Current Text: 03/13/2025 - Amended
Last Amend: 03/13/2025

AB 1407

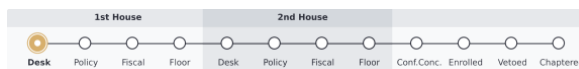
Wallis (R)

HTML

PDF

Planning and Zoning Law: housing elements.

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Bill information

Status: 02/24/2025 - Read first time.

Summary: The Planning and Zoning Law requires that the housing element of a city's or county's general plan consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The law requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified. This bill would make nonsubstantive changes to those provisions. (Based on 02/21/2025 text)

Location: 02/21/2025 - Assembly
PRINT

Current Text: 02/21/2025 - Introduced

AB 1421

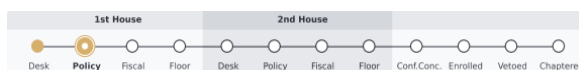
Wilson (D)

HTML

PDF

Vehicles: Road Usage Charge Technical Advisory Committee.

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Bill information

Status: 03/13/2025 - Referred to Com. on TRANS.

Summary: Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge Technical Advisory Committee in consultation with the Secretary of Transportation to guide the development and evaluation of a pilot program assessing the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law additionally requires the Transportation Agency, in consultation with the commission, to implement the pilot program, as specified. Current law repeals these provisions on January 1, 2027. This bill would extend the

operation of the above-described provisions until January 1, 2035. (Based on 02/21/2025 text)

Location:	03/13/2025 - Assembly TRANS.	Current Text:	02/21/2025 - Introduced
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AB 1430

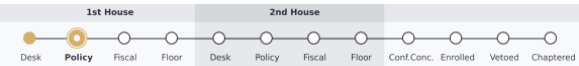
Bennett (D)

HTML

PDF

County recorders: fees.

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Bill information

Status: 03/18/2025 - Re-referred to Com. on L. GOV.

Summary: Current law establishes the office of county recorder and requires the county recorder to accept for recordation any instrument, paper, or notice that is authorized or required to be recorded, subject to the collection of specified fees. Current law prohibits the fee for recording and indexing an instrument, paper, or notice from exceeding \$10 for recording the first page and \$3 for each additional page, which charges are to reimburse the county for the costs of services rendered. Current law requires \$1 of each \$3 fee for each additional page to be deposited in the county general fund. This bill would set the fee for recording and indexing at \$15 for recording the first page and \$4 for each additional page but would prohibit the fees from exceeding the reasonable costs of the county recorder’s office for providing these services. The bill would provide that these funds are to be dedicated to, and solely utilized for, the county recorder’s office, as specified. (Based on 03/17/2025 text)

Location:	03/17/2025 - Assembly L. GOV.	Current Text:	03/17/2025 - Amended
		Last Amend:	03/17/2025

AB 1491

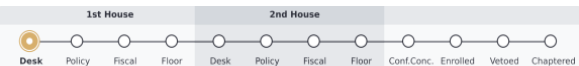
Ta (R)

HTML

PDF

Transportation: road safety.

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Bill information

Status: 02/24/2025 - Read first time.

Summary: Existing law requires the Department of Transportation to improve and maintain the state’s highways, and establishes various programs to fund the development, construction, and repair of local roads, bridges, and other critical transportation infrastructure in the state. This bill would state the intent of the Legislature to enact subsequent legislation to improve safety on the roads in the state. (Based on 02/21/2025 text)

Location:	02/21/2025 - Assembly PRINT	Current Text:	02/21/2025 - Introduced
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AB 1510

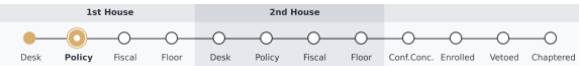
Committee on Public Employment and Retirement ()

HTML

PDF

State employees: Santa Clara Valley Transportation Authority: employee relations.

Progress bar



Bill information

Status:	03/17/2025 - Referred to Com. on P. E. & R.		
Summary:	Current law requires the state to provide certain benefits and compensation to a state employee who, who as a member of the California National Guard or a United States military reserve organization, is called into active duty as a result of the Bosnia crisis on or after November 21, 1995. Current law also requires the state to provide certain benefits to a state employee who, as a member of the California National Guard or United States military reserve organization, is ordered to active duty on and after September 11, 2001, as a result of the War on Terrorism. Current law requires the state to reimburse the cost of insurance premiums for certain state employees for the period of time on active duty, not to exceed 365 calendar days. This bill would repeal the provisions requiring the state to provide benefits and compensation for a state employee called into active duty as a result of the Bosnia crisis. (Based on 03/04/2025 text)		
Location:	03/17/2025 - Assembly P.E. & R.	Current Text:	03/04/2025 - Introduced

SB 2

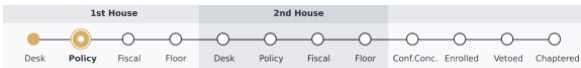
Jones (R)

HTML

PDF

Low-carbon fuel standard: regulations.

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Bill information

Status:	03/19/2025 - March 19 set for first hearing. Failed passage in committee. (Ayes 3. Noes 2.) Reconsideration granted.		
Summary:	The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low-Carbon Fuel Standard regulations. This bill would void specified amendments to the Low-Carbon Fuel Standard regulations adopted by the state board on November 8, 2024, or as subsequently adopted, as specified. This bill would declare that it is to take effect immediately as an urgency statute. (Based on 03/12/2025 text)		
Location:	01/29/2025 - Senate E.Q.	Current Text:	03/12/2025 - Amended
		Last Amend:	03/12/2025

SB 5

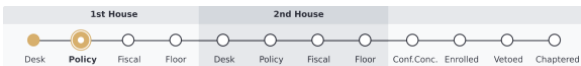
Cabaldon (D)

HTML

PDF

Infrastructure financing districts: allocation of taxes: agricultural land exclusion.

Progress bar



Bill information

Status:	03/24/2025 - Set for hearing April 23.		
Summary:	The California Land Conservation Act of 1965, otherwise known as the Williamson Act, authorizes a city or county to enter into contracts with owners of agricultural land to preserve the land for agricultural use, as specified, in return for reduced property tax assessments. The act also authorizes a landowner of specified agricultural land to petition the city or county to cancel the Williamson Act contract in order to designate the land as a farmland security zone, whereby the land is eligible for a specified		

property tax valuation and taxed at a reduced rate for specified special taxes. This bill would exclude the taxes levied upon a parcel of land enrolled in or subject to a Williamson Act contract or a farmland security zone contract, as specified, from the above-described allocation to the district. (Based on 12/02/2024 text)

Location: 01/29/2025 - Senate L. GOV. **Current Text:** 12/02/2024 - Introduced

SB 9

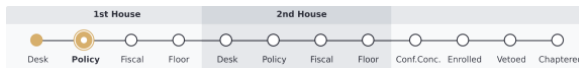
Arreguín (D)

HTML

PDF

Accessory Dwelling Units: owner-occupant requirements.

Progress bar



Bill information

Status: 01/29/2025 - Referred to Coms. on HOUSING and L. GOV.

Summary: The Planning and Zoning Law provides for the creation of an accessory dwelling unit by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards. The law prohibits a local agency from imposing an owner-occupant requirement or any additional standards, except as specified, when evaluating a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. The law also prohibits a local agency from imposing parking standards for an accessory dwelling unit, as specified, whether or not the local agency has adopted a local ordinance pursuant to these provisions. This bill would additionally prohibit a local agency from imposing an owner-occupant requirement for a proposed or existing accessory dwelling unit whether or not the local agency has adopted a local ordinance pursuant to these provisions. (Based on 12/02/2024 text)

Location: 01/29/2025 - Senate HOUSING **Current Text:** 12/02/2024 - Introduced

SB 16

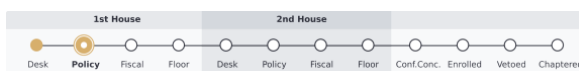
Blakespear (D)

HTML

PDF

Homeless Housing, Assistance, and Prevention program: housing element: Integrated Plan for Behavioral Health Services and Outcomes.

Progress bar



Bill information

Status: 03/25/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element. Current law requires the housing element to include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to meeting these needs. For a local government that does not receive funding to address the population of individuals who are unhoused pursuant to certain state programs, this bill would require the assessment to include, among other things, specified data regarding the population of individuals who are unhoused and a description of key actions that will be taken to reduce individuals who are unhoused based on the data. (Based on 03/25/2025 text)

Location: 12/02/2024 - Senate RLS. **Current Text:** 03/25/2025 - Amended
Last Amend: 03/25/2025

SB 21

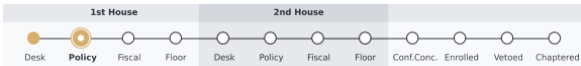
Durazo (D)

HTML

PDF

Workforce development: poverty-reducing labor standards: funds, programs, reporting, and analyses.

Progress bar



Bill information

Status: 03/21/2025 - March 26 hearing postponed by committee.

Summary: The California Workforce Innovation and Opportunity Act establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California's workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. Current law requires the board to assist the Governor in promoting the development of a well-educated and highly skilled 21st century workforce, and the development of a high road economy that offers an educated and skilled workforce with fair compensation and treatment in the workplace. Current law also requires the board to assist in developing standards, procedures, and criteria for defining high road employers, high road jobs, high road workforce development, and high road training partners, as specified. Current law defines "high road" for these purposes to mean a set of economic and workforce development strategies to achieve economic growth, economic equity, shared prosperity, and a clean environment. This bill would define "job quality," "quality jobs," and "economic equity" for purposes of the act. (Based on 12/02/2024 text)

Location: 01/29/2025 - Senate L., P.E. & R. **Current Text:** 12/02/2024 - Introduced

SB 30

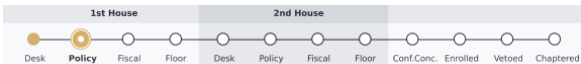
Cortese (D)

HTML

PDF

Diesel-powered on-track equipment: decommissioning: resale and transfer restrictions.

Progress bar



Bill information

Status: 03/25/2025 - Set for hearing April 8.

Summary: Current law provides various provisions applicable to all public transit and transit districts and includes specific requirements applicable to public entities that operate commuter rail or rail transit systems. This bill would prohibit a public entity that owns diesel-powered on-track equipment from selling, donating, or otherwise transferring that equipment for continued use after the public entity decommissions the equipment. (Based on 02/11/2025 text)

Location: 02/19/2025 - Senate TRANS. **Current Text:** 02/11/2025 - Amended **Last Amend:** 02/11/2025

SB 63

Wiener (D)

HTML

PDF

San Francisco Bay area: local revenue measure: transportation funding.

Progress bar



Bill information

Attachment: Bill Report 4-25 (11548 : State Legislative Update)

Status: 03/25/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.

Summary: Would establish the Transportation Revenue Measure District with jurisdiction extending throughout the boundaries of the Counties of Alameda and Contra Costa and the City and County of San Francisco and would require the district to be governed by the same board that governs the Metropolitan Transportation Commission, thereby imposing a state-mandated local program. The bill would authorize a retail transactions and use tax applicable to the entire district to be imposed by the board of the district or by a qualified voter initiative for a duration of 10 to 15 years, inclusive, and generally in an amount of 0.5%, subject to voter approval at the November 3, 2026, statewide general election. After allocations are made for various administrative expenses, the bill would require an unspecified portion of the proceeds of the tax to be allocated by the commission to initiatives included in a specified commission plan and to the Alameda-Contra Costa Transit District, the Peninsula Rail Transit District, commonly known as Caltrain, the San Francisco Bay Area Rapid Transit District, and the San Francisco Municipal Transportation Agency for operating expenses, and would require the remaining proceeds to be subvended directly to the counties comprising the district for public transportation expenses, as prescribed. (Based on 03/25/2025 text)

Location: 01/09/2025 - Senate RLS.

Current Text: 03/25/2025 - Amended

Last Amend: 03/25/2025

SB 65

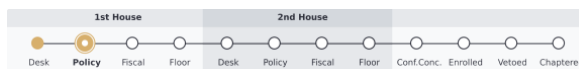
Wiener (D)

[HTML](#)

[PDF](#)

Budget Act of 2025.

Progress bar



Bill information

Status: 01/13/2025 - Read first time.

Summary: Would make appropriations for the support of state government for the 2025–26 fiscal year. (Based on 01/10/2025 text)

Location: 01/10/2025 - Senate
BUDGET & F.R.

Current Text: 01/10/2025 - Introduced

SB 71

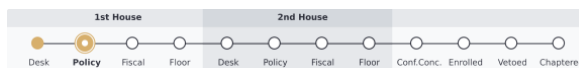
Wiener (D)

[HTML](#)

[PDF](#)

California Environmental Quality Act: exemptions: transit projects.

Progress bar



Bill information

Status: 03/25/2025 - Read second time and amended. Re-referred to Com. on TRANS.

Summary: The California Environmental Quality Act (CEQA) until January 1, 2030, exempts from its requirements active transportation plans, pedestrian plans, or bicycle transportation plans for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles. This bill would extend the operation of the above-mentioned exemption indefinitely. The bill would also exempt a transit comprehensive operational analysis, as defined, a transit route readjustment, or other transit agency route addition, elimination, or modification, from the requirements of CEQA. Because a lead agency would be required to determine whether a plan

qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 03/25/2025 text)

Location: 03/19/2025 - Senate TRANS. **Current Text:** 03/25/2025 - Amended
Last Amend: 03/25/2025

SB 73

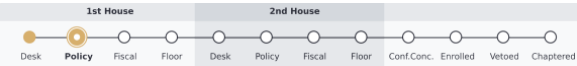
Cervantes (D)

HTML

PDF

California Environmental Quality Act: exemptions.

Progress bar



Bill information

Status: 03/13/2025 - March 19 set for second hearing canceled at the request of author.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements certain residential, employment center, and mixed-use development projects meeting specified criteria, including that the project is located in a transit priority area and that the project is undertaken and is consistent with a specific plan for which an environmental impact report has been certified. This bill would additionally exempt those projects located in a very low vehicle travel area, as defined. The bill would require that the project is undertaken and is consistent with either a specific plan prepared pursuant to specific provisions of law or a community plan, as defined, for which an EIR has been certified within the preceding 15 years in order to be exempt. (Based on 01/15/2025 text)

Location: 01/29/2025 - Senate E.Q. **Current Text:** 01/15/2025 - Introduced

SB 74

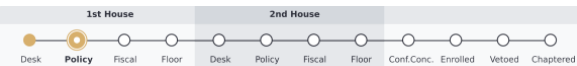
Seyarto (R)

HTML

PDF

Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.

Progress bar



Bill information

Status: 03/24/2025 - Set for hearing April 2. From committee with author's amendments. Read second time and amended. Re-referred to Com. on L. GOV.

Summary: Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. Current law authorizes a local agency to finance infrastructure projects through various means, including by authorizing a city or county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community. This bill would require the office, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies to develop and construct infrastructure projects, as defined. The bill would authorize the office to provide funding for up to 20% of a project's additional projected cost, as defined, after the project has started construction, subject to specified conditions, including, among other things, that the

Attachment: Bill Report 4-25 (11548 : State Legislative Update)

local agency has allocated existing local tax revenue to the initial infrastructure's project's total cost. When applying to the program, the bill would require the local agency to demonstrate challenges with completing the project on time and on budget and how the infrastructure project helps meet state and local goals, as specified. (Based on 03/24/2025 text)

Location: 01/29/2025 - Senate L. GOV. **Current Text:** 03/24/2025 - Amended
Last Amend: 03/24/2025

SB 78

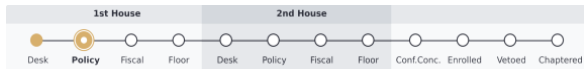
Seyarto (R)

HTML

PDF

Department of Transportation: study: state highway system: road safety projects.

Progress bar



Bill information

Status: 01/29/2025 - Referred to Com. on TRANS.

Summary: Would require the Department of Transportation to conduct a study to identify certain locations in the state highway system with regard to vehicle collisions, projects that could improve road safety at each of those locations, and common factors, if any, contributing to the delay in the delivery of those projects. The bill would require the department to post the study on its internet website on or before January 1, 2027. (Based on 01/15/2025 text)

Location: 01/29/2025 - Senate TRANS. **Current Text:** 01/15/2025 - Introduced

SB 79

Wiener (D)

HTML

PDF

Planning and zoning: housing development: transit-oriented development.

Progress bar



Bill information

Status: 03/12/2025 - Re-referred to Coms. on HOUSING and L. GOV.

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency. Existing law defines "surplus land" for these purposes to mean land owned in fee simple by any local agency for which the local agency's governing body takes formal action declaring that the land is surplus and is not necessary for the agency's use. Current law defines "agency's use" for these purposes to include land that is being used for agency work or operations, as provided. Current law exempts from this definition of "agency's use" certain commercial or industrial uses, except that in the case of a local agency that is a district, except a local agency whose primary purpose or mission is to supply the public with a transportation system, "agency's use" may include commercial or industrial uses or activities, as specified. This bill would additionally include land leased to support public transit operations in the definition of "agency's use," as described above. (Based on 03/05/2025 text)

Location: 03/12/2025 - Senate HOUSING **Current Text:** 03/05/2025 - Amended
Last Amend: 03/05/2025

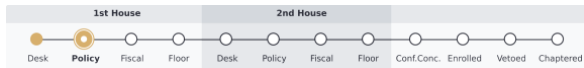
SB 90

Seyarto (R)

HTML

PDF

Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: grants: improvements to public evacuation routes: mobile rigid water storage: electrical generators.

Progress bar**Bill information**

Status: 03/12/2025 - Read second time and amended. Re-referred to Com. on N.R. & W.

Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. The act makes \$135,000,000 available, upon appropriation by the Legislature, to the Office of Emergency Services for a wildfire mitigation grant program to provide, among other things, loans, direct assistance, and matching funds for projects that prevent wildfires, increase resilience, maintain existing wildfire risk reduction projects, reduce the risk of wildfires to communities, or increase home or community hardening. The act provides that eligible projects include, but are not limited to, grants to local agencies, state agencies, joint powers authorities, tribes, resource conservation districts, fire safe councils, and nonprofit organizations for structure hardening of critical community infrastructure, wildfire smoke mitigation, evacuation centers, including community clean air centers, structure hardening projects that reduce the risk of wildfire for entire neighborhoods and communities, water delivery system improvements for fire suppression purposes for communities in very high or high fire hazard areas, wildfire buffers, and incentives to remove structures that significantly increase hazard risk. This bill would include in the list of eligible projects grants to the above-mentioned entities for improvements to public evacuation routes in very high and high fire hazard severity zones, mobile rigid dip tanks, as defined, to support firefighting efforts, prepositioned mobile rigid water storage, as defined, and improvements to the response and effectiveness of fire engines and helicopters. (Based on 03/12/2025 text)

Location: 03/11/2025 - Senate N.R. & W.

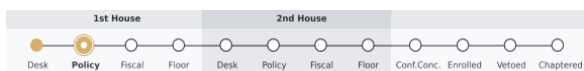
Current Text: 03/12/2025 - Amended
Last Amend: 03/12/2025

SB 92

Blakespear (D)

[HTML](#)[PDF](#)

Housing development: density bonuses: mixed-use developments.

Progress bar**Bill information**

Status: 03/24/2025 - Set for hearing April 23.

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development, as defined, within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct specified percentages of units for lower income households or very low income households, and meets other requirements. Current law defines "housing development" to mean a development project for 5 or more residential units, including mixed-use developments, as specified. This bill would define "mixed-used developments" to mean mixed-used developments consisting of residential and nonresidential uses that meet specified conditions. (Based on 03/10/2025 text)

Location: 03/18/2025 - Senate L. GOV.

Current Text: 03/10/2025 - Amended
Last Amend: 03/10/2025

SB 220

Allen (D)

HTML

PDF

Los Angeles County Metropolitan Transportation Authority.

Progress bar



Bill information

Status: 02/05/2025 - Referred to Com. on RLS.

Summary: The Los Angeles County Metropolitan Transportation Authority is governed by a 14-member board of directors which is the Mayor of the City of Los Angeles, 2 public members and one Los Angeles city council member appointed by the mayor, 4 members appointed from the other cities in the county, the 5 members of the board of supervisors, and a nonvoting member appointed by the Governor. If the number of members of the board of supervisors is increased, existing law requires the authority, within 60 days of the increase, to submit a plan to the Legislature for revising the composition of the authority. This bill would state the intent of the Legislature to enact subsequent legislation to update and modernize the membership of the board of directors of the Los Angeles County Metropolitan Transportation Authority. (Based on 01/23/2025 text)

Location: 01/23/2025 - Senate RLS.

Current Text: 01/23/2025 - Introduced

SB 222

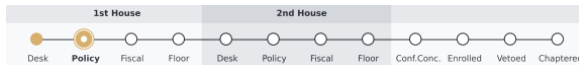
Wiener (D)

HTML

PDF

Climate disasters: civil actions.

Progress bar



Bill information

Status: 03/25/2025 - Set for hearing April 8.

Summary: Current law gives a person the right of protection from bodily harm and the right to possess and use property. If a person suffers bodily harm or a loss of their property because of the unlawful act or omission of another, current law authorizes them to recover compensation from the person at fault, which is known as damages. This bill would authorize a person to bring a civil action, if specified criteria are met, including damages of \$10,000 or more, against a party responsible for a climate disaster or extreme weather or other events attributable to climate change due to the responsible party's misleading and deceptive practices or the provision of misinformation or disinformation about the connection between its fossil fuel products and climate change and extreme weather or other events attributable to climate change. The bill would make responsible parties jointly, severally, and strictly liable to a plaintiff for the climate disaster or extreme weather or other events attributable to climate change. The bill would set forth venue requirements and prohibited defenses for that action, and would require the court to award a prevailing plaintiff the full extent of noneconomic, compensatory, and punitive damages allowable, as specified. The bill would provide that the connection of a climate disaster, extreme weather or other events attributable to climate change, or harms resulting from long-term changes to the climate system to alleged injuries are an injury in fact for all residents of the state harmed by the event and would give those persons standing to bring a civil action pursuant to the above-described provisions. (Based on 01/27/2025 text)

Location: 02/05/2025 - Senate JUD.

Current Text: 01/27/2025 - Introduced

SB 231

Seyarto (R)

HTML

PDF

California Environmental Quality Act: the Office of Land Use and Climate Innovation: technical advisory.

Progress bar



Bill information

Status: 03/20/2025 - Read second time and amended. Re-referred to Com. on APPR.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Under current law, the recommendation, continuous evaluation, and execution of statewide environmental goals, policies, and plans are included within the scope of the executive functions of the Governor. Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. This bill would require, on or before July 1, 2027, the Office of Land Use and Climate Innovation to consult with regional, local, state, and federal agencies to develop a technical advisory on thresholds of significance for greenhouse gas and noise pollution effects on the environment to assist local agencies. The bill would require the technical advisory to provide suggested thresholds of significance for all areas of the state, as specified, and would provide that lead agencies may elect to adopt these suggested thresholds of significance. The bill would also require the Office of Land Use and Climate Innovation to post the technical advisory on its internet website. (Based on 03/20/2025 text)

Location: 03/19/2025 - Senate APPR. **Current Text:** 03/20/2025 - Amended
Last Amend: 03/20/2025

[SB 233](#) [Seyarto \(R\)](#) [HTML](#) [PDF](#)

Regional housing need: determination: consultation with councils of governments.

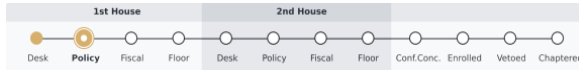
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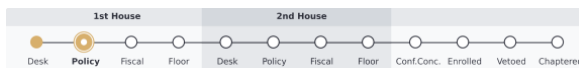
Bill information

Status: 03/18/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 10. Noes 0.) (March 18). Re-referred to Com. on APPR.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. Current law requires, for the 4th and subsequent revisions of the housing element, the Department of Housing and Community Development, in consultation with each council of governments, where applicable, to determine the existing and projected need for housing for each region, as prescribed. Current law requires, among other things, the department to meet and consult with the council of governments regarding the assumptions and methodology to be used by the department to determine the region's housing needs at least 26 months prior to the scheduled revision of the housing element and before developing the existing and projected housing need for a region. This bill would require the department to meet and consult with the council of governments, as described above, pursuant to prescribed deadlines. For the 7th revision of the housing element, the bill would require the department to meet and consult with each council of governments at least 38 months prior to the scheduled revision, except for specified councils of governments. (Based on 03/03/2025 text)

Location: 03/18/2025 - Senate APPR.**Current Text:** 03/03/2025 - Amended**Last Amend:** 03/03/2025**SB 239****Arreguín (D)****HTML****PDF****Open meetings: teleconferencing: subsidiary body.****Progress bar****Bill information****Status:** 03/24/2025 - Set for hearing April 2.

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified. This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at the primary physical meeting location. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. (Based on 01/30/2025 text)

Location: 02/14/2025 - Senate L. GOV.**Current Text:** 01/30/2025 - Introduced**SB 247****Smallwood-Cuevas (D)****HTML****PDF****Construction: workforce development: public contracts.****Progress bar****Bill information****Status:** 02/14/2025 - Referred to Com. on RLS.

Summary: Current law, on or after January 1, 2026, authorizes a state agency to use, enter into, or require contractors to enter into, a project labor agreement that applies to a project or set of projects with aggregate construction costs in excess of \$35,000,000 only if the agreement also includes provisions to address community benefits, as described. This bill would make nonsubstantive changes to those provisions. (Based on 01/30/2025 text)

Location: 01/30/2025 - Senate RLS.**Current Text:** 01/30/2025 - Introduced**SB 262****Wahab (D)****HTML****PDF**

Housing element: prohousing designations: prohousing local policies.

Progress bar



Bill information

Status: 03/19/2025 - Read second time and amended. Re-referred to Com. on APPR.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. The Department of Housing and Community Development is required to determine whether the housing element is in substantial compliance with those provisions. Current law requires the department to designate jurisdictions as prohousing pursuant to emergency regulations adopted by the department, as prescribed. Current law requires that jurisdictions that are prohousing and that are in substantial compliance with specified provisions be awarded additional points or preference in the scoring of applications for specified state programs. Current law defines “prohousing local policies” for these purposes and specifies a nonexhaustive list of examples of those policies, including local financial incentives for housing and adoption of zoning allowing for use by right for residential and mixed-use development. This bill would include in the definition of “prohousing local policies” policies that keep people housed, and would specify additional examples of prohousing local policies under the above-described provisions. (Based on 03/19/2025 text)

Location:	03/18/2025 - Senate APPR.	Current Text:	03/19/2025 - Amended
		Last Amend:	03/19/2025

SB 274

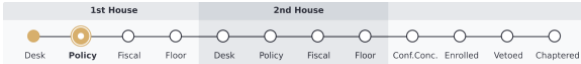
Cervantes (D)

HTML

PDF

Automated license plate recognition systems.

Progress bar



Bill information

Status: 02/14/2025 - Referred to Com. on RLS.

Summary: Current law prohibits the state, a city, a county, a city and county, or any agency or political subdivision of the state, a city, a county, or a city and county, including, but not limited to, a law enforcement agency, from selling, sharing, or transferring automated license plate recognition (ALPR) information, except to another public agency, and only as otherwise permitted by law. This bill would state the intent of the Legislature to enact legislation that, among other things, imposes privacy protection requirements on cities, counties, and entities that use ALPR data. (Based on 02/04/2025 text)

Location:	02/04/2025 - Senate RLS.	Current Text:	02/04/2025 - Introduced
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SB 285

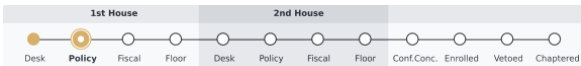
Becker (D)

HTML

PDF

Net zero greenhouse gas emissions goal: carbon dioxide removal: regulations.

Progress bar



Bill information

Status: 03/25/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on E.Q.

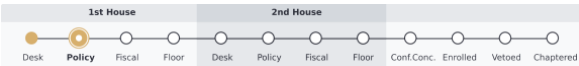
Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. Current law requires the state board, as part of its scoping plan, to establish specified carbon dioxide removal targets for 2030 and beyond. Current law, the California Climate Crisis Act, declares the policy of the state both to achieve net zero greenhouse gas emissions as soon as possible, but no later than 2045, and achieve and maintain net negative greenhouse gas emissions thereafter, and to ensure that by 2045, statewide anthropogenic greenhouse gas emissions are reduced to at least 85% below the 1990 levels. This bill would, for the purpose of meeting, or tracking progress against, any state requirement to achieve net zero emissions of greenhouse gases, authorize only qualified carbon dioxide removal, as defined, to be used to counterbalance the state's or an entity's greenhouse gas emissions and would require qualified carbon dioxide removal used for those purposes to meet certain requirements, as specified. (Based on 03/25/2025 text)

Location: 02/14/2025 - Senate E.Q. **Current Text:** 03/25/2025 - Amended
Last Amend: 03/25/2025

SB 299 **Cabaldon (D)** [HTML](#) [PDF](#)

Local government: ordinances.

Progress bar



Bill information

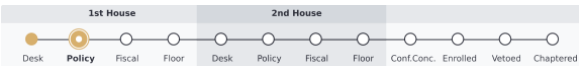
Status: 03/24/2025 - Set for hearing April 2.
Summary: Current law prohibits a county or city from passing an ordinance within five days of introduction and requires the ordinance to be passed at a regular meeting or at an adjourned regular meeting, except that existing law authorizes an urgency ordinance to be passed immediately upon introduction at a regular or special meeting. Current law requires all ordinances to be read in full at the time of introduction or passage, as specified. Current law requires nonurgency ordinances that are altered after introduction to be passed at a regular or at an adjourned regular meeting at least five days after alteration, as specified. This bill would instead prohibit a county or city from passing an ordinance within five days of publication, as specified, except that the bill would authorize an urgency ordinance to be passed immediately upon introduction. (Based on 02/10/2025 text)

Location: 02/19/2025 - Senate L. GOV. **Current Text:** 02/10/2025 - Introduced

SB 340 **Laird (D)** [HTML](#) [PDF](#)

General plans: housing element: emergency shelter.

Progress bar



Bill information

Status: 03/20/2025 - Set for hearing April 1 in HOUSING pending receipt.
Summary: Current law requires a city or county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. Current law requires the housing element to identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, among other things. Current law requires the housing element to contain an assessment of housing needs and an inventory of resources and constraints relevant

to the meeting of these needs, including by identifying one or more zoning designations that allow residential uses, including mixed uses, where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit and that are suitable for residential uses. Current law requires an emergency shelter to include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care. This bill would additionally require an emergency shelter to include all services provided onsite, including the addition or expansion of services that are consistent with certain written, objective standards. (Based on 03/17/2025 text)

Location:	02/12/2025 - Senate	Current Text:	03/17/2025 - Amended
	HOUSING	Last Amend:	03/17/2025

SB 358

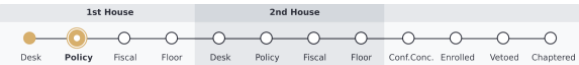
Becker (D)

HTML

PDF

Mitigation Fee Act: mitigating vehicular traffic impacts.

Progress bar



Bill information

Status: 03/24/2025 - Set for hearing April 23.

Summary: The Mitigation Fee Act imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project. Current law requires a local agency that imposes a fee on a housing development for the purpose of mitigating vehicular traffic impacts to set the rate for that fee to reflect a lower rate of automobile trip generation associated with such housing developments in comparison with housing developments without prescribed characteristics, unless the local agency adopts findings after a public hearing establishing that the housing development, even with those characteristics, would not generate fewer automobile trips than a housing development without those specified characteristics. For purposes of these provisions, current law specifies one of those characteristics is that the housing development provides either the minimum number of parking spaces required by the local ordinance, or no more than one onsite parking space for zero- to 2-bedroom units, and 2 onsite parking spaces for 3 or more bedroom units, whichever is less. For purposes of a local agency setting the rate for a mitigating vehicular traffic impacts fee, this bill would delete the provision about adopting findings after a public hearing and would, instead, require the rate for housing developments that satisfy those specified characteristics be at least 50% less than the rate for housing developments without all of those characteristics. With regard to the above-described characteristic, the bill would, instead, specify that the housing development provides no more than one onsite parking space for zero- to 2-bedroom units, and 2 onsite parking spaces for 3 or more bedroom units. (Based on 02/12/2025 text)

Location:	02/19/2025 - Senate L. GOV.	Current Text:	02/12/2025 - Introduced

SB 359

Niello (R)

HTML

PDF

Diesel Fuel Tax Law: exempt bus operation.

Progress bar



Bill information

Status: 03/18/2025 - Set for hearing May 14.

Summary: The Diesel Fuel Tax Law imposes taxes at a specified rate with respect to the distribution or delivery of each gallon of diesel fuel, and establishes various

exemptions from those taxes, including an exemption for an exempt bus operation that consists of, among other things, a transit district, transit authority, or city owning and operating a local transit system, as provided. This bill would additionally apply this exemption to a county that owns and operates a local transit system, as provided. (Based on 02/13/2025 text)

Location: 02/26/2025 - Senate REV. & TAX

Current Text: 02/13/2025 - Introduced

SB 360

Rubio (D)

HTML

PDF

Land conservation: California Wildlife, Coastal, and Park Land Conservation Act: County of San Bernardino.

Progress bar



Bill information

Status: 03/25/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (March 25). Re-referred to Com. on APPR.

Summary: The California Wildlife, Coastal, and Park Land Conservation Act, an initiative measure approved by the voters in the June 7, 1988, statewide primary election, provided bond funds for wildlife, coastal, and parkland conservation. Current law requires an applicant receiving state funds under the act to maintain any property acquired in perpetuity, as specified, and use the property only for the purposes stated in the act and to make no other use, sale, or other disposition of the property except as authorized by a specific act of the Legislature. Current law authorizes the County of San Bernardino to sell or exchange property it owns within the Chino Agricultural Preserve that was purchased with grant funds if it meets certain conditions. Among those conditions, existing law requires the county to preserve all lands and conservation easements acquired or dedicated as authorized by the act in perpetuity for open-space conservation purposes or agricultural preservation, and specifies that open-space conservation includes community gardens, agricultural heritage projects, agricultural and wildlife education or wildlife habitat. This bill would additionally authorize preservation of those lands or easements for park and recreational purposes, and would explicitly include, to the extent they are consistent with the purposes of the act, playgrounds, recreational venues, sporting venues, amphitheaters, and preservation of historical resources as appropriate purposes. (Based on 02/13/2025 text)

Location: 03/25/2025 - Senate APPR.

Current Text: 02/13/2025 - Introduced

SB 410

Grayson (D)

HTML

PDF

Common interest developments: disclosures to prospective purchasers: exterior elevated elements inspection.

Progress bar



Bill information

Status: 03/20/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.

Summary: Under the Davis-Stirling Common Interest Development Act, current law requires the board of an association of a condominium project to cause a visual inspection to be conducted, at least every 9 years, of the exterior elevated elements for which the association has maintenance or repair responsibility. Current law requires the owner of a separate interest, as defined, to provide specified documents to a prospective

purchaser, as provided, and an association, as defined, to provide to the owner of a separate interest, upon request, those specified documents. Current law requires an association to distinguish and bill separately any fee charged for providing those specified documents to a separate interest owner and provides a form for billing disclosures, as provided. This bill would include in the list of documents that a separate interest owner is required to provide to a prospective purchaser the result of an inspection of any exterior elevated elements, as provided, and would modify the above-described form to reflect this requirement. (Based on 03/20/2025 text)

Location: 02/14/2025 - Senate RLS.

Current Text: 03/20/2025 - Amended

Last Amend: 03/20/2025

SB 415

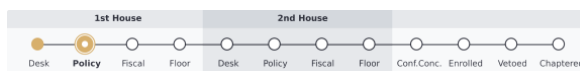
Reyes (D)

HTML

PDF

Planning and zoning: logistics use: truck routes.

Progress bar



Bill information

Status: 02/26/2025 - Referred to Com. on RLS.

Summary: Assembly Bill 98 of the 2023–24 Regular Session, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, and prohibits a city, county, or city and county from approving development of a logistics use that does not meet or exceed those standards. A.B. 98 of the 2023–24 Regular Session also, among other things, requires a county or city, by January 1, 2028, except as provided, to update their circulation element to include truck routes, and requires the South Coast Air Quality Management District, subject to an appropriation, and beginning on January 1, 2026, and until January 1, 2032, to deploy mobile air monitoring systems within the Counties of Riverside and San Bernardino to collect air pollution measurements in communities that are near operational logistics use developments, and to submit reports on its findings to the Legislature, as specified. This bill would state the intent of the Legislature to enact legislation relating to the implementation of Assembly Bill 98 of the 2023–2024 Regular Session. (Based on 02/14/2025 text)

Location: 02/14/2025 - Senate RLS.

Current Text: 02/14/2025 - Introduced

SB 417

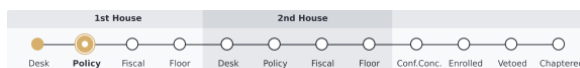
Cabaldon (D)

HTML

PDF

The Affordable Housing Bond Act of 2026.

Progress bar



Bill information

Status: 02/19/2025 - From printer. May be acted upon on or after March 21.

Summary: Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 02/18/2025 text)

Location: 02/18/2025 - Senate RLS.

Current Text: 02/18/2025 - Introduced

SB 419

Caballero (D)

HTML

PDF

Hydrogen fuel.**Progress bar****Bill information****Status:** 03/18/2025 - Set for hearing May 14.

Summary: Would, on and after January 1, 2026, provide an exemption from the taxes imposed by the Sales and Use Tax Law for the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, hydrogen fuel. (Based on 02/18/2025 text)

Location: 02/26/2025 - Senate REV. & TAX

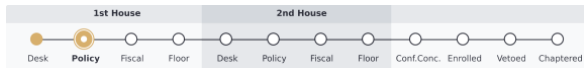
Current Text: 02/18/2025 - Introduced

SB 424

Grove (R)

HTML

PDF

California Environmental Quality Act: expired regional habitat conservation plan: exemption.**Progress bar****Bill information**

Status: 03/25/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from the requirements of CEQA a project developed solely to serve an urgent public health or housing need, as specified, that is within the boundaries of an expired regional habitat conservation plan, and that had an environmental review completed consistent with the requirements of the regional habitat conservation plan as the plan existed before the plan's expiration. Because the bill would require a lead agency to determine the applicability of this exemption, the bill would impose a state-mandated local program. (Based on 03/25/2025 text)

Location: 02/18/2025 - Senate RLS.

Current Text: 03/25/2025 - Amended

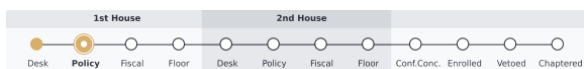
Last Amend: 03/25/2025

SB 445

Wiener (D)

HTML

PDF

Sustainable Transportation Project Permits and Cooperative Agreements.**Progress bar****Bill information**

Status: 02/26/2025 - Referred to Coms. on TRANS. and L. GOV.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the

environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA, until January 1, 2030, exempts from its requirements certain transportation-related projects if specified requirements are met. CEQA includes within these exempt transportation-related projects a public project for the institution or increase of bus rapid transit, bus, or light rail service, which will be exclusively used by low-emission or zero-emission vehicles, on existing public rights-of-way or existing highway rights-of-way. This bill would require a lead agency to provide a written notice with specified information to a third-party entity, defined by the bill to mean a local agency, electrical corporation, or private telecommunications provider, regarding its need to use, relocate, alter, change, or otherwise improve facilities, publicly owned and managed utilities, public spaces, or other publicly or privately owned facilities under the third-party entity's jurisdiction or ownership for the implementation of a sustainable transportation project. This bill would define "sustainable transportation project" to mean a project where the lead agency is a state agency, operator, or local agency that proposes the construction or modification of facilities meeting at least one of several specified criteria, including that it is exempt from CEQA pursuant to the above-described provisions. (Based on 02/18/2025 text)

Location: 02/26/2025 - Senate TRANS. **Current Text:** 02/18/2025 - Introduced

SB 448

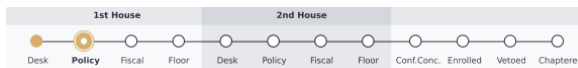
Umberg (D)

[HTML](#)

[PDF](#)

Trespassing: removal of trespassers on residential property.

Progress bar



Bill information

Status: 02/26/2025 - Referred to Coms. on PUB. S. and JUD.

Summary: Current law prohibits the tenant of a property to remain on a property after the lawful termination of a lease agreement, as specified. Existing law prescribes a procedure for obtaining a judgment against such a tenant and for effecting the eviction of that tenant. Current law prohibits entering or occupying real property or structures without the consent of the owner. This bill would define a squatter as somebody who unlawfully enters and remains in a residential property and, upon request, refuses to leave or falsely claims a legal right of possession. This bill would prescribe a procedure for the notice and removal of a squatter by a local law enforcement agency. The bill would authorize a property owner or their agent to serve a demand to vacate, as specified, upon a squatter. The bill would authorize the owner or agent, after service of the demand, to submit a request, signed under penalty of perjury, to the local law enforcement agency with primary jurisdiction where the property is located, as specified. (Based on 02/18/2025 text)

Location: 02/26/2025 - Senate PUB. S. **Current Text:** 02/18/2025 - Introduced

SB 486

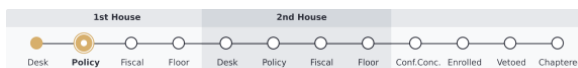
Cabaldon (D)

[HTML](#)

[PDF](#)

Regional housing: public postsecondary education: changes in enrollment levels: California Environmental Quality Act.

Progress bar



Bill information

Status: 03/20/2025 - Set for hearing April 1.

Summary: Current law requires certain transportation planning agencies to prepare and adopt regional transportation plans directed at achieving a coordinated and balanced

regional transportation system. Current law requires each regional transportation plan to include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, identify areas within the region sufficient to house all the population of the region, including all economic segments of the population, over the course of the planning period of the regional transportation plan taking into account net migration into the region, population growth, household formation, and employment growth. This bill would require the sustainable communities strategy, in identifying areas within the region sufficient to house all the population of the region, to also take into account changes in enrollment levels at institutions of public higher education, as defined, excluding changes in enrollment levels of nonresident students. (Based on 02/19/2025 text)

Location: 02/26/2025 - Senate
HOUSING

Current Text: 02/19/2025 - Introduced

SB 489

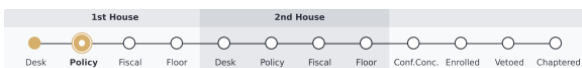
Arreguín (D)

HTML

PDF

Permit Streamlining Act: housing development projects.

Progress bar



Bill information

Status: 03/25/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.

Summary: The Permit Streamlining Act requires a public agency to compile a list of the information required from an applicant for a development project, as provided, and, until January 1, 2030, specifies that a development project for purposes of this requirement includes a housing development project, as defined. The act defines various terms for its purposes, including, among others, a "development project," which is generally defined as any project undertaken for the purpose of development. This bill, until January 1, 2030, would require a public agency, for each approval issued in connection with a housing development project, to publish online the above-described list, including the criteria that the public agency will apply in order to determine the completeness of the development application and the name of the approval, as provided. The bill would revise the definition of "housing development project" for these purposes. (Based on 03/25/2025 text)

Location: 02/19/2025 - Senate RLS.

Current Text: 03/25/2025 - Amended

Last Amend: 03/25/2025

SB 492

Menjivar (D)

HTML

PDF

Youth Housing Bond Act of 2025.

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Bill information

Status: 02/20/2025 - From printer. May be acted upon on or after March 22.

Summary: Would enact the Youth Housing Bond Act of 2025 (bond act), which, if adopted, would authorize the issuance of bonds in the amount of \$_____ pursuant to the State General Obligation Bond Law to finance the Youth Housing Program, established as part of the bond act. The bill, as a part of the program, would require the Department of Housing and Community Development to make awards to local agencies, nonprofit organizations, and joint ventures for the purpose of acquiring, renovating, constructing, and purchasing equipment for youth centers or youth housing, as those terms are defined. This bill would provide for submission of the bond act to the voters at the

November 3, 2026, statewide general election in accordance with specified law. (Based on 02/19/2025 text)

Location:
02/19/2025 - Senate RLS.

Current Text:
02/19/2025 - Introduced

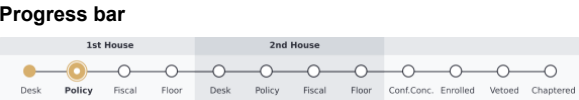
SB 502

Arreguín (D)

HTML

PDF

Building Homes and Jobs Trust Fund: allocations.



Bill information

Status:
03/25/2025 - Set for hearing April 1.

Summary:

This bill would reduce the continuous appropriation to the California Housing Finance Agency to 10% of the moneys deposited in the fund, and would require 5% of the moneys deposited in the fund, upon appropriation by the Legislature, to be made available to the Department of Housing and Community Development for a zero-interest revolving loan fund to pay for development and predevelopment costs incurred by local education agencies to build low- to moderate-income multifamily workforce housing. (Based on 02/19/2025 text)

Location:
02/26/2025 - Senate HOUSING

Current Text:
02/19/2025 - Introduced

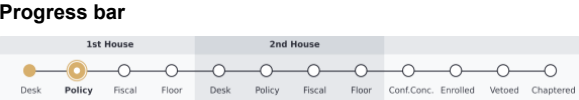
SB 506

Committee on Transportation ()

HTML

PDF

Transportation: omnibus bill.



Bill information

Status:
03/25/2025 - Set for hearing April 8.

Summary:

(1)Current law requires that each application for an original or a renewal of a driver’s license contain certain information, including the applicant’s true full name, age, mailing address, and gender. Existing law also provides that if a driver’s license is lost, destroyed, or mutilated, or if a new true full name is acquired, the person to whom the driver’s license was issued shall obtain a duplicate if the person provides satisfactory proof of the loss, destruction, or mutilation. A violation of these provisions is an infraction.This bill would authorize a person who submits a change of address, as specified, to apply for a duplicate driver’s license. The bill would require the applicant who receives a duplicate through this process to immediately destroy the license containing the prior mailing address. By creating a new crime, this bill would impose a state-mandated local program. (Based on 03/24/2025 text)

Location:
02/26/2025 - Senate TRANS.

Current Text:
03/24/2025 - Amended

Last Amend:
03/24/2025

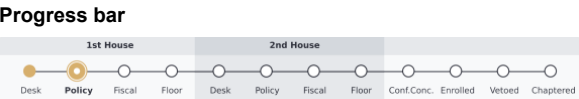
SB 549

Allen (D)

HTML

PDF

Second Neighborhood Infill Finance and Transit Improvements Act.



Bill information

Status: 03/24/2025 - Set for hearing May 7.

Summary: Current law authorizes the infrastructure financing plan to provide for the division of taxes levied on taxable property in the area included within the district, as specified, and authorizes the public financing authority to issue bonds by adopting a resolution containing specified provisions, including a determination of the amount of tax revenue available or estimated to be available for the payment of the principal of, and interest on, the bonds. This bill would revise NIFTI-2 to instead authorize, for resolutions adopted under that act's provisions on or after January 1, 2026, a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate property tax revenues, and to remove the authorization for adoption of a resolution that allocates revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes. The bill would also repeal the condition that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district. (Based on 02/20/2025 text)

Location: 03/05/2025 - Senate L. GOV. **Current Text:** 02/20/2025 - Introduced

SB 569

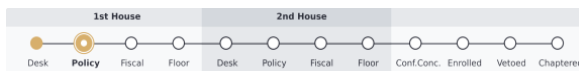
Blakespear (D)

HTML

PDF

Department of Transportation: homeless encampments.

Progress bar



Bill information

Status: 03/05/2025 - Referred to Com. on TRANS.

Summary: The bill would require the Department of Transportation to develop a joint action plan for each district of the department in which homeless encampments are located on department property in collaboration with local governments located in the district. The bill would require the department, upon appropriation by the Legislature, to allocate funds to support collaborative efforts with local governments to address homeless encampments on department property. The bill would require the department to establish an advisory committee in each district for the purpose of providing advice on the implementation of these provisions. The bill would require the department to submit an annual report to the Legislature summarizing specified information and recommendations regarding homeless encampments on department property. (Based on 02/20/2025 text)

Location: 03/05/2025 - Senate TRANS. **Current Text:** 02/20/2025 - Introduced

SB 607

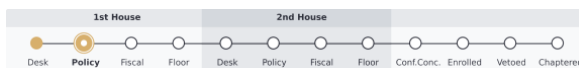
Wiener (D)

HTML

PDF

California Environmental Quality Act: categorical exemptions: infill projects.

Progress bar



Bill information

Status: 03/24/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on E.Q.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the

environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Existing law defines “negative declaration” and “mitigated negative declaration” for these purposes. This bill would revise the definition of negative declaration to mean a written statement briefly describing the substantial evidence in the record that the proposed project will not have a significant effect on the environment, as specified. The bill would also revise the definition of mitigated negative declaration to mean that revisions would avoid or mitigate the effects on the environment, as determined by the public agency based upon substantial evidence in the record, as specified, and that there is substantial evidence that the project as revised will not have a significant effect on the environment, as provided. (Based on 03/24/2025 text)

Location: 03/05/2025 - Senate E.Q.

Current Text: 03/24/2025 - Amended

Last Amend: 03/24/2025

SB 647

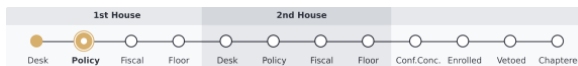
Hurtado (D)

HTML

PDF

Low-income energy assistance programs: health and safety.

Progress bar



Bill information

Status: 03/05/2025 - Referred to Com. on E., U & C.

Summary: Current law states the intent of the Legislature to protect and strengthen the current network of community service providers by, among other things, directing that any evaluation of the effectiveness of the low-income energy efficiency programs be based not solely on cost criteria, but also on the degree to which the provision of services allows maximum program accessibility to quality programs to low-income communities by entities that have demonstrated performance in effectively delivering services to the communities. This bill would instead state that it is intent of the Legislature to protect and strengthen the current network of community service providers by directing that any evaluation of the effectiveness of the low-income energy efficiency programs be based not solely on cost criteria, but also on specified factors, including, among other things, whether the program combines energy upgrades, electrification, and health improvements or coordinates with other initiatives, the delivery of measurable cost reductions, improved health and safety outcomes, and equitable access for underserved communities, and the degree to which the provision of services allows maximum program accessibility to quality programs to low-income communities by entities that have demonstrated performance in effectively delivering services to the communities, as specified. (Based on 02/20/2025 text)

Location: 03/05/2025 - Senate E. U., & C.

Current Text: 02/20/2025 - Introduced

SB 677

Wiener (D)

HTML

PDF

Housing development: streamlined approvals.

Progress bar



Bill information

Status: 03/05/2025 - Referred to Coms. on HOUSING and L. GOV.

Summary: (1)Existing law, the Planning and Zoning Law, requires a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing,

if the proposed housing development meets certain requirements. This bill would require ministerial approval for proposed housing developments containing no more than 2 residential units on any lot hosting a single-family home or zoned for 4 or fewer residential units, notwithstanding any covenant, condition, or restriction imposed by a common interest development association. This bill contains other related provisions and other existing laws. (Based on 02/21/2025 text)

Location: 03/05/2025 - Senate
HOUSING

Current Text: 02/21/2025 - Introduced

SB 707

Durazo (D)

HTML

PDF

Open meetings: meeting and teleconference requirements.

Progress bar



Bill information

Status: 03/24/2025 - Set for hearing April 2.

Summary: Would, until January 1, 2030, require a city council or a county board of supervisors to comply with additional meeting requirements, including that all open and public meetings include an opportunity for members of the public to attend via a two-way telephonic option or a two-way audiovisual platform, as defined, that a system is in place for requesting and receiving interpretation services for public meetings, as specified, and that good faith efforts are made to encourage residents to participate in public meetings, as specified. By imposing additional meeting requirements on city councils and county boards of supervisors, this bill would impose a state-mandated local program. (Based on 02/21/2025 text)

Location: 03/12/2025 - Senate L. GOV.

Current Text: 02/21/2025 - Introduced

SB 722

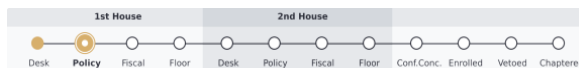
Wahab (D)

HTML

PDF

Multifamily Housing Program.

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Bill information

Status: 03/12/2025 - Referred to Com. on RLS.

Summary: Existing law, the Multifamily Housing Program, is administered by the Department of Housing and Community Development to address renter housing needs through an omnibus multifamily housing program. The program includes related legislative findings and declarations. This bill would make nonsubstantive changes to those findings and declarations. (Based on 02/21/2025 text)

Location: 02/21/2025 - Senate RLS.

Current Text: 02/21/2025 - Introduced

SB 726

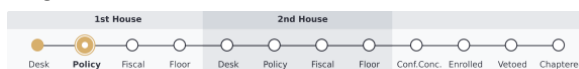
Gonzalez (D)

HTML

PDF

Public resources: state parks: Outdoor Equity Grants Program: applicants.

Progress bar



Bill information

Status: 03/12/2025 - Referred to Com. on RLS.

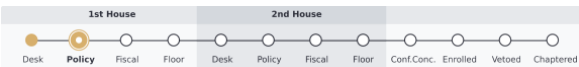
Summary: Current law requires the Outdoor Equity Grants Program to award grants to public organizations, including local governments and local educational agencies, joint power authorities, open-space authorities, regional open-space districts, other relevant public agencies or nonprofit organizations, as specified. Current law requires the Department of Parks and Recreation to gather information on applications following each award year to evaluate the effectiveness of outdoor environmental education programs in achieving the objectives of the grant program. This bill would make a nonsubstantive change to this provision. (Based on 02/21/2025 text)

Location: 02/21/2025 - Senate RLS. **Current Text:** 02/21/2025 - Introduced

SB 752 **Richardson (D)** [HTML](#) [PDF](#)

Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.

Progress bar



Bill information

Status: 03/18/2025 - Set for hearing May 14.

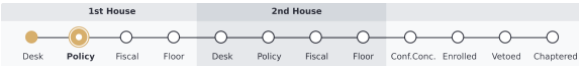
Summary: Existing state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes, including, until January 1, 2026, an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, specified zero-emission technology transit buses sold to specified public agencies that are eligible for specified incentives from the State Air Resources Board. This bill would extend the exemption for specified zero-emission technology transit buses until January 1, 2028. This bill contains other related provisions. (Based on 02/21/2025 text)

Location: 03/12/2025 - Senate REV. & TAX **Current Text:** 02/21/2025 - Introduced

SB 772 **Cabaldon (D)** [HTML](#) [PDF](#)

Infill Infrastructure Grant Program of 2019: applications: eligibility.

Progress bar



Bill information

Status: 03/12/2025 - Referred to Com. on HOUSING.

Summary: Existing law establishes the Infill Infrastructure Grant Program of 2019 (program), which requires the Department of Housing and Community Development, upon appropriation of funds by the Legislature, to establish and administer a grant program to allocate those funds to eligible applicants to fund capital improvement projects that are an integral part of, or necessary to facilitate the development of, a qualifying infill project, qualifying infill area, or catalytic qualifying infill area. Existing law requires the department, in its review of applications, to rank affected qualifying infill projects and catalytic qualifying infill areas based on specified criteria, including the qualifying infill area's or catalytic qualifying infill area's inclusion of, or proximity to, a train station or major transit stop and the proximity of housing to existing or planned parks, employment or retail centers, schools, or social services. This bill would revise these provisions to require the department to rank applications, as described above, based

on the qualifying infill area's or catalytic qualifying infill area's inclusion of, or proximity or accessibility to, a transit station or major transit stop or walkability to essential services or businesses. The bill would additionally revise these provisions to require the department's ranking to be based on the proximity of housing to services, rather than social services. This bill contains other related provisions and other existing laws. (Based on 02/21/2025 text)

Location: 03/12/2025 - Senate
HOUSING

Current Text: 02/21/2025 - Introduced

SB 786

Arreguín (D)

HTML

PDF

Planning and zoning: general plan: judicial challenges.

Progress bar



Bill information

Status: 03/25/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and of certain land outside its boundaries, and requires the general plan to contain specified mandatory elements. Current law specifies that these provisions generally do not apply to a charter city, but requires a charter city to adopt a general plan that contains the mandatory elements, among other things. Current law prescribes a process to challenge the validity of a general plan. Among other things, existing law requires a petitioner to request a hearing or trial, as specified. Current law requires a court to set a date for the hearing or trial to be heard no later than 120 days after the filing of the request, as specified. Current law authorizes a court to continue for a reasonable time the date of the hearing or trial upon written motion and finding of good cause. Current law requires a court to grant the petitioner temporary relief if the court grants a continuance to a respondent, as specified. This bill would apply to the above-described process to challenge the validity of a general plan to a charter city and state that this is declaratory of existing law. The bill would limit the period for which a court may continue a trial or hearing, as described above, to no more than 60 days and would additionally authorize a court to grant a continuance on the court's own motion. (Based on 03/25/2025 text)

Location: 02/21/2025 - Senate RLS.

Current Text: 03/25/2025 - Amended

Last Amend: 03/25/2025

SB 797

Choi (R)

HTML

PDF

Local government: land use: general plans.

Progress bar



Bill information

Status: 03/12/2025 - Referred to Com. on RLS.

Summary: Existing law requires each planning agency to prepare, and the legislative body of each county and city to adopt, a comprehensive, long-term general plan for the physical development of the county or city, as specified. This bill would make nonsubstantive changes to those provisions. (Based on 02/21/2025 text)

Location: 02/21/2025 - Senate RLS.

Current Text: 02/21/2025 - Introduced

SB 799

Allen (D)

HTML

PDF

False claims: taxation.**Progress bar****Bill information**

Status: 03/24/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.

Summary: (1)Existing law, the False Claims Act, provides that any person who commits specified acts, including, but not limited to, knowingly presenting a false or fraudulent claim for payment or approval or knowingly making or using a false record or statement material to a false or fraudulent claim, is liable to the state or to the political subdivision for 3 times the amount of damages that the state or political subdivision sustained because of the act and for the costs of a civil action brought to recover any penalties or damages, and is subject to a civil penalty. That act does not apply to claims, records, or statements made under the Revenue and Taxation Code. This bill would instead apply the False Claims Act to claims, records, obligations, or statements made under the Revenue and Taxation Code if the damages pleaded in the action exceed \$200,000, or the taxable income, gross receipts, or total sales of the individual or entity against whom the action is brought, as specified, exceeds \$500,000 per taxable year. The bill would allow the Attorney General or prosecuting authority to obtain otherwise confidential records relating to taxes, fees, surcharges, or other obligations under the Revenue and Taxation Code needed to investigate or prosecute the suspected violations, but would otherwise require that information to be kept confidential and subject to the limitation, a violation of which is a crime, on taxpayer information's collection and use. By expanding the scope of a crime, the bill would impose a state-mandated local program. (2)Existing law requires the Attorney General or the prosecuting authority of a political subdivision to diligently investigate violations of the False Claims Act involving state funds or political subdivision funds, respectively, and authorizes the Attorney General, the prosecuting authority, or a qui tam plaintiff to bring a civil action against a person who commits those acts. Existing law requires a complaint filed by a private person to be filed in superior court in camera, authorizes the complaint to remain under seal for up to 60 days, and prohibits service on the defendant until the complaint is unsealed. This bill would instead require the complaint to remain under seal for at least 60 days, and would prohibit service on the defendant until the court orders it. The bill would deem a demand for payment or request for payment based on an alleged violation of the False Claims Act by an attorney representing a private person prior to filing a complaint to be a violation of the requirement that the complaint be filed in superior court in camera.(3)Existing law provides that an employee, contractor, or agent shall be entitled to all relief necessary to make that employee, contractor, or agent whole, if that employee, contractor, or agent is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against because of lawful acts done by the employee, contractor, agent, or associated others in an effort to stop one or more violations of the False Claims Act. This bill would define lawful act for these purposes to include obtaining or transmitting documents, data, correspondence, electronic mail, or any other information, necessary to investigate, potentially file, or file a cause of action under the False Claims Act, even though that act may violate a contract, employment term, or duty owed to the employer or contractor. The bill would also specify that those provisions apply to current and former employees. (4)Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest. This bill would make legislative findings to that effect.(5)The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason. (Based on 03/24/2025 text)

Location:	02/21/2025 - Senate RLS.	Current Text:	03/24/2025 - Amended
		Last Amend:	03/24/2025

SB 800

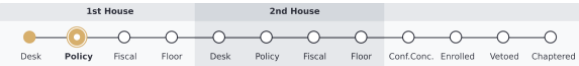
Reyes (D)

HTML

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State highways: overpasses: pilot program: suicide prevention.

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Bill information

Status: 03/12/2025 - Referred to Com. on TRANS.

Summary: Would require the Department of Transportation to establish and administer a pilot program to install suicide deterrents on 10 freeway overpasses in the County of San Bernardino. The bill would require the suicide deterrents installed under the pilot program to include, but not be limited to, suicide prevention signage and a physical barrier designed to prevent a person from falling or intentionally jumping from the overpass in manner likely to cause death. The bill would require the department, in administering the pilot program, to prioritize the placement of suicide deterrents on freeway overpasses with the highest rates of documented suicides over the last 20 years. (Based on 02/21/2025 text)

Location:	03/12/2025 - Senate TRANS.	Current Text:	02/21/2025 - Introduced
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SB 801

Hurtado (D)

HTML

PDF

Agricultural workers: wages, hours, and working conditions: definitions.

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Bill information

Status: 03/24/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.

Summary: Existing law sets wage, hour, meal break requirements, and other working conditions for employees and requires an employer to pay overtime wages to an employee who works in excess of a workday or workweek. Existing law establishes the Department of Industrial Relations and provides that one of its functions is to foster, promote, and develop the welfare of the wage earners of California, to improve their working conditions, and to advance their opportunities for profitable employment. This bill contains other existing laws. (Based on 03/24/2025 text)

Location:	02/21/2025 - Senate RLS.	Current Text:	03/24/2025 - Amended
		Last Amend:	03/24/2025

SB 802

Ashby (D)

HTML

PDF

Housing authorities.

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Bill information

Status: 03/12/2025 - Referred to Com. on RLS.

Summary: Existing law, the Housing Authorities Law, establishes a housing authority within each county and city to undertake specified activities relating to housing for persons of low income, subject to the adoption of a resolution by the governing body of the county or city declaring the need for an authority. This bill would make nonsubstantive changes to the provisions specifying the title of the law. (Based on 02/21/2025 text)

Location: 02/21/2025 - Senate RLS. **Current Text:** 02/21/2025 - Introduced

SB 827

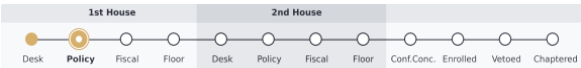
Gonzalez (D)

HTML

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Office of Land Use and Climate Innovation: State Environmental Goals and Policy Report.

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Bill information

Status: 03/12/2025 - Referred to Com. on RLS.

Summary: Existing law establishes the Office of Land Use and Climate Innovation within the Governor's office to provide long-range planning and research and to serve as the comprehensive state planning agency. Existing law requires the Governor to prepare and maintain a comprehensive State Environmental Goals and Policy Report, consistent with specified state planning priorities. This bill would make nonsubstantive changes to those provisions. (Based on 02/21/2025 text)

Location: 02/21/2025 - Senate RLS. **Current Text:** 02/21/2025 - Introduced

SB 828

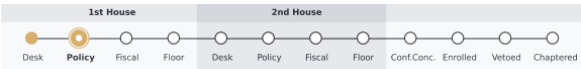
Cabaldon (D)

HTML

PDF

Planning and Zoning Law: general plan: land use element.

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Bill information

Status: 03/12/2025 - Referred to Com. on RLS.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a land use element that designates the proposed general distribution and general location and extent of the uses of the land for housing, business, industry, and other categories of public and private uses of land, as prescribed. This bill would make nonsubstantive changes to the provision describing the required land use element. (Based on 02/21/2025 text)

Location: 02/21/2025 - Senate RLS. **Current Text:** 02/21/2025 - Introduced

SB 840

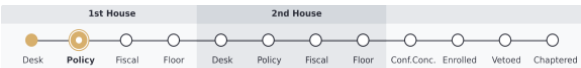
Limón (D)

HTML

PDF

Greenhouse gases: market-based compliance mechanism.

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Bill information

Status: 03/12/2025 - Referred to Com. on RLS.

Summary: Existing law authorizes the State Air Resources Board to establish a system of market-based declining annual aggregate emissions limits for sources or categories of sources that emit greenhouse gases that is applicable from January 1, 2021, to December 31, 2030, inclusive, and that meets certain requirements (market-based compliance mechanism). This bill would state the intent of the Legislature to enact subsequent legislation to reform, and extend the operation of, the market-based compliance mechanism. (Based on 02/21/2025 text)

Location: 02/21/2025 - Senate RLS.

Current Text: 02/21/2025 - Introduced

SB 853

Committee on Labor, Public Employment and Retirement ()

[HTML](#)

[PDF](#)

Public employees' retirement.

Progress bar



Bill information

Status: 03/12/2025 - Referred to Coms. on L., P.E. & R. and JUD.

Summary: The Teachers' Retirement Law establishes the State Teachers' Retirement System (STRS) and creates the Defined Benefit Program of the State Teachers' Retirement Plan, which provides a defined benefit to members of the program, based on final compensation, creditable service, and age at retirement, subject to certain variations. STRS is administered by the Teachers' Retirement Board. Current law requires employers and employees to make contributions to the system based on the member's creditable compensation. Current law defines "employer" or "employing agency" to mean the state or any agency or political subdivision thereof, including a joint powers authority, as specified. Current law defines "membership" under the Teachers' Retirement Law to mean membership in the Defined Benefit Program, except as specified. This bill would provide that the board has final authority for determining an "employer" or "employing agency" for purposes of the Teachers' Retirement Law and related provisions governing teachers' health care benefits. The bill would also provide that the board has final authority for determining membership in STRS, as specified. (Based on 03/04/2025 text)

Location: 03/12/2025 - Senate L., P.E. & R.

Current Text: 03/04/2025 - Introduced

SB 854

Committee on Labor, Public Employment and Retirement ()

[HTML](#)

[PDF](#)

Unemployment insurance.

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Bill information

Status: 03/12/2025 - Referred to Com. on L., P.E. & R.

Summary: The Unemployment Insurance Code governs unemployment insurance in the state, including, among other things, the administration of unemployment and disability compensation. Current law defines various terms for purposes of the code. This bill would define "mail," "mailed," or "mailing" to include a writing transmitted by the United States Postal Service or other common mail carrier or by electronic transmission, as specified. (Based on 03/04/2025 text)

Location: 03/12/2025 - Senate L., P.E. & R.

Current Text: 03/04/2025 - Introduced

Total Measures: 152

Total Tracking Forms: 198

Minute Action

AGENDA ITEM: 23

Date: May 7, 2025

Subject:

Federal Legislative Update

Recommendation:

Receive and file the April 2025 Federal Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Background:

San Bernardino County Transportation Authority Legislative Affairs staff, along with a representative from federal advocates, Potomac Partners DC, LLC, updated the Legislative Policy Committee on April 9, 2025, on the Continuing Resolution through September 30, 2025, and the upcoming Budget Reconciliation process.

Fiscal Year 2025 Appropriations Process

On March 14, 2025, the House and Senate passed, and President Trump signed into law, a Continuing Resolution (CR) that will last until September 30, 2025, which is the end of Fiscal Year 2025 (FY25). The bill, *The Full-Year Continuing Appropriations and Extensions Act, 2025*, was enacted just before funding from the previous CR expired after negotiations broke down between Republican and Democrat leaders. It provides some new funding for Defense programs to match inflation, but no previously submitted earmarks by House and Senate members were included.

Reconciliation and Fiscal Year 2026 (FY26) Appropriations Process

With the FY25 CR passed, the House and Senate have turned their attention to the budget reconciliation process. Both chambers have passed budget resolutions; however, they are very different in both size and scope.

The House budget reconciliation resolution would set budget levels for FY26-FY34. The resolution directs 11 House Committees to submit legislation that will increase or decrease the deficit over FY25-FY34 and increase the statutory debt limit by specified amounts. Overall, the plan aims to make the expiring 2017 Tax Cuts and Jobs Act tax cuts permanent, reduce deficits by \$14 trillion over ten years, and lower interest payments on the federal debt.

The Senate wants to address the tax extension in a separate bill and to make the tax cuts permanent as opposed to the 10-year sunset in the House proposal. Until these very significant differences in size and process are resolved, it is hard to see a lot of progress occurring.

Initially, Speaker Johnson wanted to finish reconciliation before Memorial Day. Senators are talking about passing a bill prior to the August recess.

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

While many House and Senate offices have already started soliciting FY26 earmark and program requests, we expect the release of the budget to kick appropriations into high gear. There has been no guidance from House or Senate Appropriations Committees on the FY26 process. We expect to see guidance in April 2025, which will outline possible new eligibility criteria that conform to President Trump Executive Orders and accounts in each bill.

Debt ceiling

The Congressional Budget Office is expected to issue their debt ceiling estimate in late March or early April 2025. While, the date the federal government will reach its debt limit, or “X date”, is not expected until later this summer. Once the date becomes public and agreed-upon, that will be the target date for finishing reconciliation. The House proposal contains a \$4 trillion debt increase; the Senate’s proposal does not. Note: a debt ceiling adjustment does not have to be included in reconciliation; it can be done separately if we reach the X date without a deal on taxes.

Debt ceilings negotiation will also probably be used to force an agreement on the FY26 discretionary spending caps as a part of the budget reconciliation process or separately as a part of a debt ceiling bill.

U.S. Transportation Secretary on the Hill in April

The House Appropriations and House Transportation & Infrastructure Committees expect to have Secretary Sean Duffy testify on the FY26 budget sometime in April 2025. This will be the first time Secretary Duffy will be before his former House colleagues. They expect tough questions from Democrats regarding possible cuts to Infrastructure Investment & Jobs Act and Inflation Reduction Act grant programs and funding rescissions in the FY26 budget request.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on April 9, 2025.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 24

Date: May 7, 2025

Subject:

Hearings to Consider Adopting Resolutions of Necessity to Acquire Temporary Construction Easements for the West Valley Connector Project

Recommendation:

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

A. Conduct public hearings to consider adopting certain Resolutions of Necessity to acquire by eminent domain, the right to possess and use certain temporary construction easements described more particularly in each of the Resolutions of Necessity described below (referred to within collectively as the “Subject Property Interests”), which are required to facilitate the construction of the West Valley Connector (WVC) Project.

B. Upon completion of the public hearing, that the Board of Directors adopt Resolution of Necessity No. 25-066 authorizing and directing General Counsel, or her designees, to prepare and prosecute proceedings in eminent domain to acquire a temporary construction easement on a portion of the real property owned by Holt San Antonio, LLC, a California limited liability company (Assessor’s Parcel Number (APN) 1048-591-28) to facilitate the construction of the WVC Project. The Resolution must be approved by at least a two-thirds majority.

C. Upon completion of the public hearing, that the Board of Directors adopt Resolution of Necessity No. 25-067 authorizing and directing General Counsel, or her designees, to prepare and prosecute proceedings in eminent domain to acquire a temporary construction easement on a portion of the real property owned by Sunrz 786 Holdings, Inc., a California corporation (APN 1048-591-32) to facilitate the construction of the WVC Project. The Resolution must be approved by at least a two-thirds majority.

D. Upon completion of the public hearing, that the Board of Directors adopt Resolution of Necessity No. 25-068 authorizing and directing General Counsel, or her designees, to prepare and prosecute proceedings in eminent domain to acquire a temporary construction easement on a portion of the real property owned by Mack Partners, LLC, a California limited liability company (APN 1048-604-13) to facilitate the construction of the WVC Project. The Resolution must be approved by at least a two-thirds majority.

E. Upon completion of the public hearing, that the Board of Directors adopt Resolution of Necessity No. 25-069 authorizing and directing General Counsel, or her designees, to prepare and prosecute proceedings in eminent domain to acquire a temporary construction easement required from a portion of the real property owned by Aaron Chang & Ruth Chang, Trustees of the Chang Family Trust Dated June 27, 2018 (APN 1049-101-38) to facilitate the construction of the WVC Project. The Resolution must be approved by at least a two-thirds majority.

Background:

The San Bernardino County Transportation Authority (SBCTA), in cooperation with Omnitrans and the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana, is constructing the West Valley Connector (WVC) Project. Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 7, 2025

Page 2

will provide a much-improved transit connection to Ontario International Airport (ONT) and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside), and multiple major activity centers along the route, including Ontario Mills and Victoria Gardens.

In January 2021, the SBCTA Board of Directors (Board) authorized staff to proceed with the right-of-way (ROW) acquisition efforts for the WVC Project, which includes the acquisition of temporary construction easements (TCEs) required during construction.

The SBCTA Board previously adopted Resolutions of Necessity to acquire property interests necessary for the WVC Project and obtain possession of said property interests in time to ensure that the WVC Project is operational by 2025. However, due to delays in the start of construction, several TCEs have expired. It is now necessary to consider the adoption of new Resolutions of Necessity to acquire the rights to possess and use certain TCEs for additional time in order to maintain the Project schedule.

SBCTA has complied with applicable law and requirements for the acquisition of property for public use by eminent domain. In accordance with Code of Civil Procedure Section 1245.235, SBCTA mailed to the owners of the Subject Property Interests a Notice of Hearing regarding the intent of SBCTA to adopt a Resolution of Necessity for acquisition by eminent domain of the respective Subject Property Interests. Further, in accordance with Code of Civil Procedure Section 1245.235, SBCTA also mailed a Notice of Hearing regarding the intent of SBCTA to adopt a Resolution of Necessity for acquisition by eminent domain of the respective Subject Property Interests to the City of Ontario as required by Public Utilities Code Section 130220.5(c). The purpose of this agenda item is for the Board to consider the information and evidence to support the findings required for the adoption of the Resolutions of Necessity to authorize the acquisition of the TCEs. Although the adoption of the Resolutions of Necessity is recommended for the subject properties to maintain the WVC Project schedule and avoid additional construction delays, SBCTA will continue to negotiate with the property owners and/or their legal representatives, in an effort to acquire the TCEs needed through a settlement agreement or stipulation and avoid further litigation.

The owners of the subject properties that require temporary construction easement extensions are:

- Holt-San Antonio, LLC, a California limited liability company
 - Original Resolution No. 22-016 adopted on January 5, 2022
- Sunrz 786 Holdings, Inc., a California corporation
 - Original Resolution No. 22-083 adopted on March 2, 2022
- Mack Partners, LLC, a California limited liability company
 - Original Resolution No. 22-084 adopted March 2, 2022
- Aaron Chang and Ruth Chang, Trustees of the Chang Family Trust Dated June 27, 2018
 - Original Resolution No. 22-095 adopted on March 2, 2022

Support for Adoption of Resolution of Necessity

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). SBCTA is also authorized to acquire

San Bernardino County Transportation Authority

property for public use by eminent domain pursuant to Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.320, 1240.330, 1240.510, 1240.610, 1240.650, and by other provisions of law. Acquisition of the property interests by eminent domain will allow SBCTA to obtain legal rights to the properties needed for the WVC Project in cases where a negotiated sale cannot be reached. Adoption of a Resolution of Necessity is the first step in the eminent domain process. Since the process takes several months, it is necessary to start this process now to ensure that possession of the property is obtained in time to meet the scheduled delivery and to avoid costly ROW delays.

To adopt the subject Resolutions of Necessity, SBCTA must make the four findings discussed below for each of the properties. The issue of the amount of just compensation for each of the property interests is not addressed by these Resolutions of Necessity and is not an issue before the Board at the hearing. The four necessary findings are:

1. The public interest and necessity require the WVC Project.

Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to ONT and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside) and multiple major activity centers along the route including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community. The Project traverses an urban corridor, and the stations have been located to create a comfortable, efficient transit place that fits into the community fabric. The Project is in the public interest and necessity because it will create an efficient alternative to the use of personal vehicles thereby reducing the overall emissions into the environment.

The WVC is also in the public interest and necessity because it will improve travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments' (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA's Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario's Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the WVC Project with exclusive bus-only lanes on Holt Boulevard. In addition, the WVC Project will facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the area. The WVC Project is also in the public interest and necessity because it will result in economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened ROW.

2. The WVC Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

The purpose of Phase 1 of WVC Project is to improve corridor mobility and transit efficiency in the western San Bernardino Valley from the City of Pomona, in Los Angeles County, to the City of Rancho Cucamonga, in San Bernardino County, with an enhanced, state-of-the-art bus rapid transit (BRT) system. The WVC Project seeks to address the growing traffic congestion and travel demands of the nearly one million people that would be added to Los Angeles and San Bernardino Counties by 2040 as set forth in SCAG's 2016 Regional Transportation Plan/Sustainable Communities Strategy growth forecast. Improved rapid transit along the project corridor would help Omnitrans and SBCTA achieve the long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

The WVC Project is planned and designed to improve transit service by better accommodating existing high bus ridership. It is also planned and designed to improve ridership by providing a viable and competitive transit alternative to the automobile and improve efficiency of transit service delivery while lowering Omnitrans' operating costs per rider. The Project corridor is primarily an inter-city route that serves densely populated neighborhoods with a high percentage of transit patrons that are minority, low-income, and/or transit dependent. The WVC Project corridor includes a current high level of employment and several key activity centers. Regionally, the Inland Empire leads the six-county southern California region in growth. Current and future transportation conditions establish a need for an improved transit system. The current standard bus service has several deficiencies that do not make transit an attractive alternative to the automobile, particularly in terms of corridor travel time. Current and future travel demand is expected to accompany the projected growth in population and employment, further increasing the need for an improved transit system. Finally, transit-related opportunities exist in the WVC Project area. Current transit access to employment and intermodal centers is considered inadequate to meet current and future needs. High-quality, reliable rapid transit service is needed to deliver riders to these multiple destinations; the WVC will provide such a service. The WVC Project alignment passes through potential redevelopment and transit-oriented development areas and will help foster their potential for development.

The WVC Project impacts approximately 241 parcels, and requires several business and residential relocations. SBCTA held several meetings and considered alternatives to the current Alternative B design that the Board selected as the preferred alternative based on the benefits to the WVC Project corridor. The WVC Project was planned and designed in a manner to accomplish the greatest public good and cause the least private injury. SBCTA and its acquisition agents have had numerous communications with the owners of the properties impacted by the WVC Project and have worked with all owners of impacted parcels to minimize the impact of the Project on the subject properties and to assist those persons and businesses displaced by the WVC Project to receive applicable relocation assistance and benefits.

3. Each of the Subject Property Interests SBCTA seeks to acquire is necessary for the WVC Project.

Although SBCTA is constructing portions of the WVC Project within existing ROW, the WVC Project requires acquisition of the Subject Property Interests listed below and cannot be San Bernardino County Transportation Authority

constructed without the TCEs. The SBCTA Board previously adopted Resolutions of Necessity to acquire property interests necessary for the WVC Project. However, due to delays in the construction of the Project, several TCEs have expired. It is now necessary to consider the adoption of new Resolutions of Necessity to acquire the right to possess and use the TCEs described below and described more particularly in the respective Resolutions of Necessity:

- Real Property Owned by Holt San Antonio, LLC, a California limited liability company: An approximate 525 square foot TCE with a term of 11 months is needed to facilitate the construction of the WVC Project improvements.
- Real Property Owned by Sunrz 786 Holdings, Inc., a California corporation: An approximate 879 square foot TCE with a term of 10 months is needed to facilitate the construction of the WVC Project improvements.
- Real Property Owned by Mack Partners, LLC, a California limited liability company: An approximate 1,376 square foot TCE with a term of 12 months is needed to facilitate the construction of the WVC Project improvements.
- Real Property Owned by Aaron Chang & Ruth Chang, Trustees of the Chang Family Trust Dated June 27, 2018: An approximate 2,340 square foot TCE with a term of eight months is needed to facilitate the construction of the WVC Project improvements.

As stated above, the public use for which SBCTA seeks to acquire the Subject Property Interests, which will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the area (Code of Civil Procedure Section 1240.510). The public use for which SBCTA seeks to acquire the Subject Property Interests, namely street widening for bus related purposes to improve corridor mobility and transit efficiency with an enhanced, state-of-the-art BRT system, and all uses necessary or convenient thereto is a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which public utility easement holders have appropriated any utility easements located in the Subject Property Interests that are affected by the WVC Project. Accordingly, SBCTA is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610, to the extent that any of the Subject Property Interests are already devoted to a public use, the use proposed by this WVC Project is a more necessary public use than the use to which the Subject Property Interests, or any portion thereof, are already devoted, or, in the alternative, are a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property Interests, or any portion thereof, are already devoted.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

SBCTA, pursuant to Government Code Section 7260 *et seq.*, obtained a fair market value appraisal of the Subject Property Interests, set just compensation in accordance with the fair market value and extended a written offer to the following owners of record of the Subject

Property Interests. As detailed above, SBCTA extended to the owner of record of the Subject Property Interest, a written offer pursuant to Government Code Section 7267.2 to acquire the Subject Property Interests for a public use, namely public road widening and related purposes, and all uses necessary or convenient thereto. Specifically, SBCTA extended a written offer to the following record owners of the Subject Property Interests:

- SBCTA extended a written offer to Holt San Antonio, LLC, a California limited liability company, to purchase an approximate 525 square foot TCE with a term of 11 months on portions of the real property located at 668 W. Holt Boulevard, Ontario, and identified as APN 1048-591-28, for public use, namely public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project.
- SBCTA extended a written offer to Sunrz 786 Holdings, Inc., a California corporation, to purchase an approximate 879 square foot TCE with a term of 10 months on portions of the real property located at 606 W. Holt Boulevard, Ontario, and identified as APN 1048-591-32, for public use, namely public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project.
- SBCTA extended a written offer to legal counsel for Mack Partners, LLC, a California limited liability company, to purchase an approximate 1,376 square foot TCE with a term of 12 months on portions of the real property located at 706 W. Holt Boulevard, Ontario, and identified as APN 1048-604-13, for public use, namely for public road widening improvements and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project.
- SBCTA extended a written offer to Aaron Chang and Ruth Chang, Trustees of the Chang Family Trust Dated June 27, 2018, to purchase an approximate 2,340 square foot TCE with a term of eight months on portions of the real property located at 700 E. Holt Boulevard, Ontario, and identified as APN 1049-101-38, for public use, namely for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025 or the proposed Budget for Fiscal Year 2025/2026. The Project is funded with Local Projects Fund and Federal Transit Administration 5309 funds in Program 30, Transit.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item. The resolutions of necessity were prepared and reviewed by outside acquisition counsel.

Responsible Staff:

Ramie Dawit, Transit and Rail Consultant - WSP

Board of Directors Agenda Item
May 7, 2025
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Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION OF NECESSITY No. 25-066

HOLT SAN ANTONIO LLC, A CALIFORNIA

LIMITED LIABILITY COMPANY PROPERTY

(APN 1048-591-28)

RESOLUTION NO. 25-066

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR'S PARCEL NO. 1048-591-28

WHEREAS, the San Bernardino County Transportation Authority (“SBCTA”) is undertaking the West Valley Connector Project (the “Project”); and

WHEREAS, the Project involves the construction of a 100% zero-emissions Bus Rapid Transit (BRT) System, with phase 1 stretching from the Pomona Regional Transit Center to Victoria Gardens in Rancho Cucamonga, California. The Project seeks to improve corridor mobility, transit efficiency, and address growing traffic congestion in the western San Bernardino Valley from the City of Pomona to the City of Fontana; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement Project serving the public interest; and

WHEREAS, California Public Utilities Code Section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, SBCTA is also authorized to acquire said property interests for public use by condemnation pursuant to Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.320, 1240.330, 1240.510, 1240.610, 1240.650 and by other provisions of law; and

WHEREAS, a portion of the real property located at 668 West Holt Boulevard in the City of Ontario, California (the “Property”) is required for the Project. The specific portion of the Property required to facilitate the construction of the Project is an approximate 525 square foot temporary construction easement with a term of eleven months legally described and depicted in EXHIBIT “1” hereto (the “Subject Property Interest”); and

WHEREAS, to the extent the Subject Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330, if necessary. The requirements of said Code of Civil Procedure Sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the Project; and

WHEREAS, the Project will maintain reasonable vehicular and pedestrian access to and from the Property at all times; and

WHEREAS, SBCTA extended a written offer of compensation to the owner or owners of record for the acquisition of the Subject Property Interest in accordance with California Government Code Section 7267.2; and

WHEREAS, in accordance with Code of Civil Procedure Section 1245.235, SBCTA mailed a Notice of Hearing regarding the intent of SBCTA to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the Subject Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Property; and

WHEREAS, in accordance with Code of Civil Procedure Section 1245.235, SBCTA also mailed a Notice of Hearing regarding the intent of SBCTA to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the Subject Property Interest to the City of Ontario as required by Public Utilities Code Section 130220.5(c); and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to Code of Civil Procedure Section 1245.235, SBCTA scheduled a hearing for May 7, 2025 at 10:00 a.m. at the Santa Fe Depot—SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California, and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll and to the City of Ontario notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in Code of Civil Procedure Section 1240.030. Said parties were also provided notice of the opportunity to submit written comments for consideration by SBCTA at said hearing; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in Code of Civil Procedure Section 1240.030; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to Code of Civil Procedure Section 1240.040.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure Sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. SBCTA has complied with the requirements of Code of Civil Procedure Section 1245.235 regarding the notice about the hearing to consider this Resolution and informing the owner of the opportunity to appear and be heard.

Section 3. Public Use. The Subject Property Interest is to be acquired for public use, namely for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the Project, a public bus rapid transit (BRT) project that would improve corridor mobility and transit efficiency in the western San Bernardino Valley, decrease travel times, and improve the existing public transit system within the corridor. Specifically, the Subject Property Interest is to be acquired to facilitate the construction of the Project.

(a) The construction of the Project would help SBCTA achieve its long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety. Public Utilities Code Section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

(b) The purpose of the Project is to improve corridor mobility and transit efficiency in the western San Bernardino Valley from the city of Pomona, in Los Angeles County, to the city of Fontana, in San Bernardino County, with an enhanced, state-of-the-art BRT system (i.e., the system that includes off-board fare vending, all-door boarding, TSP optimized operating plans, and stations that consist of branded shelter/canopy, security cameras, benches, lighting, and variable message signs). The Project seeks to address the growing traffic congestion and travel demands of the nearly one million people that would be added to Los Angeles and San Bernardino County by 2040 as set forth in SCAG's 2016 Regional Transportation Plan/Sustainable Communities Strategy growth forecast. Improved rapid transit along the project corridor would help Omnitrans and SBCTA achieve the long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

(c) The Project, is planned and designed to improve transit service by better accommodating existing high bus ridership. It is also planned and designed to improve ridership by providing a viable and competitive transit alternative to the automobile and improve efficiency of transit service delivery while lowering Omnitrans' operating costs per rider. Further, the Project supports local and regional planning goals to organize development along transit corridors and around transit stations. Current and future population and employment conditions establish a need for higher-quality transit service. The Project corridor is primarily an inter-city route that serves densely populated neighborhoods with a high percentage of transit patrons that are minority, low-income, and/or transit dependent. The Project corridor includes a current high level of employment and several key activity centers. Regionally, the Inland Empire leads the six-county southern California region in growth. Current and future transportation conditions establish a need for an improved transit system. The current standard bus service has several deficiencies that do not make transit an attractive alternative to the automobile, particularly in terms of corridor travel time. Current and future travel demand is expected to accompany the projected growth in

population and employment, further increasing the need for an improved transit system. Finally, transit-related opportunities exist in the Project area. Current transit access to employment and intermodal centers is considered inadequate to meet current and future needs. High-quality, reliable rapid transit service is needed to deliver riders to these multiple destinations; the Project would provide such a service. The Project alignment passes through potential redevelopment and transit-oriented development areas and would help foster their potential for development.

Section 4. Necessity.

(a) The Project is necessary to improve corridor mobility and transit efficiency in the western San Bernardino Valley, decrease travel times, and improve the existing public transit system within the corridor. The Project, as planned and designed, helps address the growing traffic congestion and travel demands in this area of the County of San Bernardino. The construction of the Project would help SBCTA achieve its long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

(b) The Project, as planned and located, is designed to improve transit service by better accommodating existing high bus ridership. The Project also seeks to improve ridership by providing a viable and competitive transit alternative to the automobile. The Project, as planned and designed, seeks to improve efficiency of transit service delivery while lowering operating costs per rider. It seeks to support local and regional planning goals to organize development along transit corridors and around transit stations. The Project, as planned and located, responds to the need to establish a higher quality transit service to accommodate current and future population and employment conditions. It also seeks to meet the needs of improving the transit system to make transit an attractive alternative to travel by automobile and of providing high quality, reliable, rapid transit service needed to deliver riders to the multiple destinations.

(c) The public interest and necessity require the acquisition by eminent domain of the Subject Property Interest.

Section 5. Description of the Subject Property Interest. The Subject Property Interest SBCTA seeks to acquire to facilitate the construction of the Project is more particularly described and depicted in EXHIBIT "1" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the Project;
- (b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Subject Property Interest SBCTA seeks to acquire is necessary for the Project; and
- (d) The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610, to the extent that any portions of the Subject Property Interest are already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Subject Property Interest, or any portion thereof, are already devoted, or, in the alternative, are a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property Interest, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Subject Property Interest, or portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330. The requirements of said Sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the Project.

Section 9. Environmental Review. The environmental effects of the Project and the acquisition of the Subject Property Interest needed for the Project were studied and analyzed as an integral part of the environmental review for the Project. The WVC involves use of local, state, and federal funding, including funds administered by the Federal Transit Administration (FTA). Based on the multiple funding sources, the environmental documentation was prepared jointly in compliance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). SBCTA was the lead agency under CEQA and FTA was the lead agency under NEPA.

In May 2020, the SBCTA Board of Directors (Board) adopted Resolution No. 20-046, making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and approving and certifying the Final Environmental Impact Report (EIR) in compliance with CEQA for the Project. Subsequently, on May 12, 2020, FTA approved the Findings of No Significant Impact (FONSI) in accordance with NEPA, which concluded the Environmental Clearance of the Project. In adopting Resolution No. 20-046, the Board found that Alternative B, which was designated as the preferred alternative, would better meet the purpose of the Project and need than Alternative A. The Board emphasized that the City of Ontario commissioned a Holt Boulevard Mobility and Streetscape Strategic Plan that is consistent with the proposed improvements included with Alternative B. Accordingly, the Board rejected Alternative A.

The Board further found that the benefits of the Project outweigh the unavoidable environmental impacts. The Board emphasized that the Project (under the approved Alternative B alternative) has significant benefits including, improved travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments' (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA's Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046

highlighted that the City of Ontario's Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the Project with exclusive bus-only lanes on Holt Boulevard. In addition, the Project would facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the Project area. The Project is supported by Caltrans, Districts 7 and 8, and the cities along the Project corridor, including Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. Further, the Board found that the Project would have economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened right-of-way. SBCTA has incorporated mitigation measures into the Project to reduce or eliminate potentially significant or adverse environmental impacts.

On May 7, 2025, SBCTA Staff reviewed the environmental documentation prepared for the Project in connection with SBCTA Staff's review of the proposed acquisition of the Subject Property Interest for the Project. City Staff reviewed the EIR and the FONSI, and related documents. SBCTA Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under which the Project is undertaken, and SBCTA has obtained no new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interest for the Project.

Section 10. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Subject Property Interest, including the improvements thereon, if any, by eminent domain for the Project.

Section 11. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Subject Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Subject Property Interest at the earliest possible time.

Section 12. Executive Director Authority. The Executive Director is authorized to execute all necessary documents in connection with the eminent domain proceeding.

Section 13. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on May 7, 2025 by the following votes:

AYES:

NOES:

ABSENT:

Ray Marquez, Board President
San Bernardino County Transportation Authority

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

DRAFT

EXHIBIT “1”

DRAFT

Legal Description of Temporary Construction Easement

EXHIBIT 'A' Legal Description Temporary Construction Easement

APN: 1048-591-28

That portion of Parcel 2 of Parcel Map No. 9753, in the City of Ontario, County of San Bernardino, State of California, as per map filed in Book 116, Pages 26 and 27 of Parcel Maps in the office of the County Recorder of said County, described as follows:

Commencing at the centerline intersection of San Antonio Avenue and Holt Boulevard, as shown on said Parcel Map;

thence along the centerline of said Holt Boulevard North $89^{\circ}35'36''$ East 151.64 feet;

thence leaving said centerline and along the easterly line of said Parcel 2 and its southerly prolongation, North $00^{\circ}24'24''$ West 66.03 feet to the **True Point of Beginning**;

thence leaving said easterly line South $89^{\circ}36'04''$ West 7.85 feet;

thence North $00^{\circ}23'56''$ West 0.67 feet;

thence South $89^{\circ}36'04''$ West 75.12 feet;

thence North $57^{\circ}26'36''$ West 29.40 feet to the westerly line of said Parcel 2;

thence along said westerly line North $00^{\circ}24'32''$ West 5.16 feet;

thence leaving said westerly line South $57^{\circ}26'36''$ East 21.82 feet to the beginning of a non-tangent curve concave northeasterly, having a radius of 30.00 feet, a radial line to said curve bears South $43^{\circ}05'57''$ West;

thence southeasterly 22.78 feet along said curve through a central angle of $43^{\circ}29'54''$;

thence North $89^{\circ}36'04''$ East 7.89 feet;

thence North $81^{\circ}04'50''$ East 14.47 feet;

thence South 89°45'22" East 20.68 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 38.30 feet, a radial line to said curve bears South 20°31'04" East;

thence northeasterly 15.71 feet along said curve through a central angle of 23°30'16" to a non-tangent curve concave southeasterly, having a radius of 2.60 feet, a radial line to said curve bears North 79°36'30" West;

thence northeasterly 4.21 feet along said curve through a central angle of 92°48'17";

thence North 00°23'56" West 1.09 feet;

thence North 89°36'04" East 9.39 feet to the easterly line of said Parcel 2;

thence along said easterly line South 00°24'24" East 15.00 feet to the **True Point of Beginning**;

Containing 525 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5, 2007.00 epoch. Divide distances shown by 0.999945103 to obtain ground distance.

See Exhibit 'B' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature: Teri Kahlen
Teri Kahlen, PLS 8746

Date: 3/10/2021



EXHIBIT B

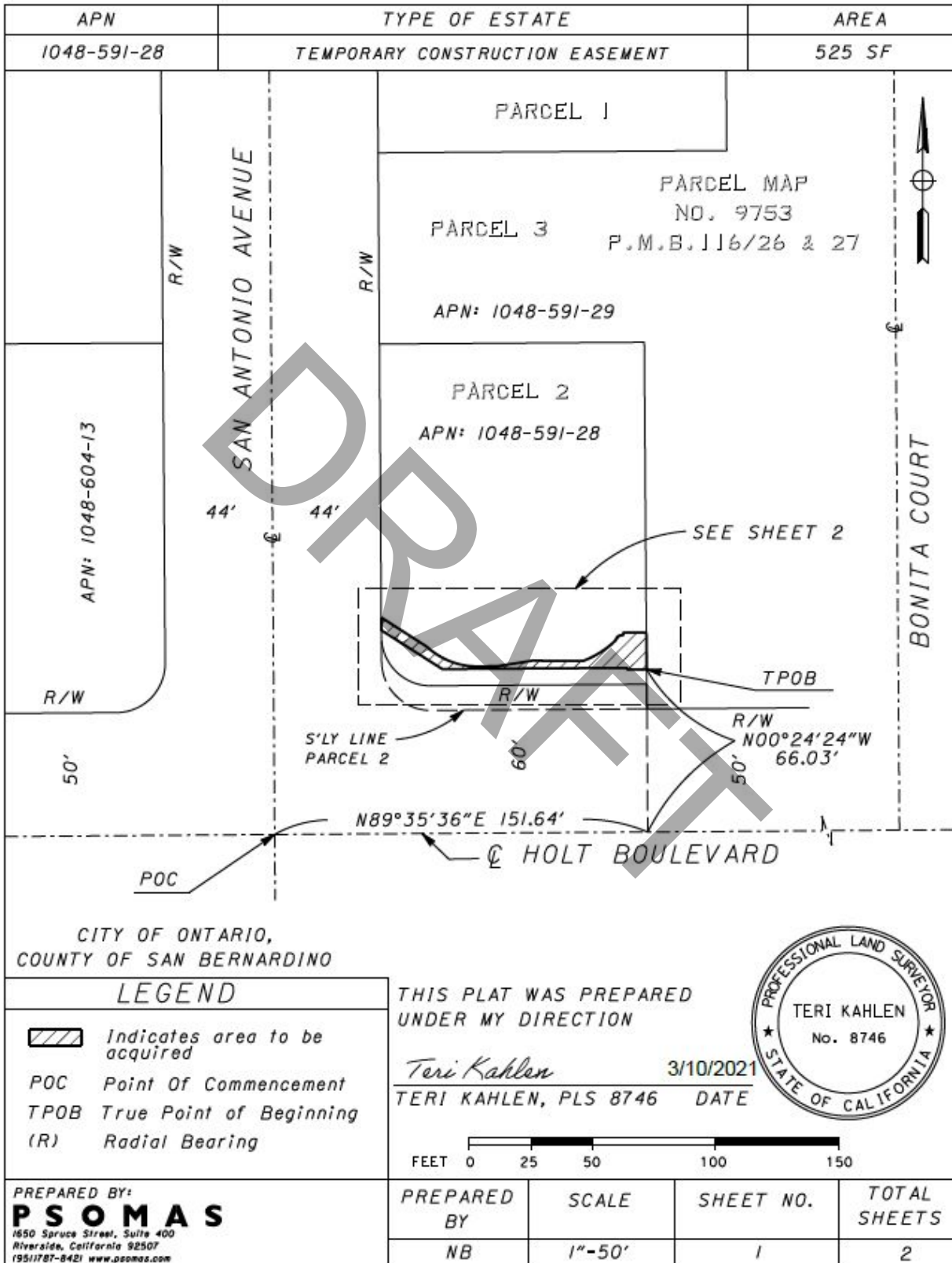
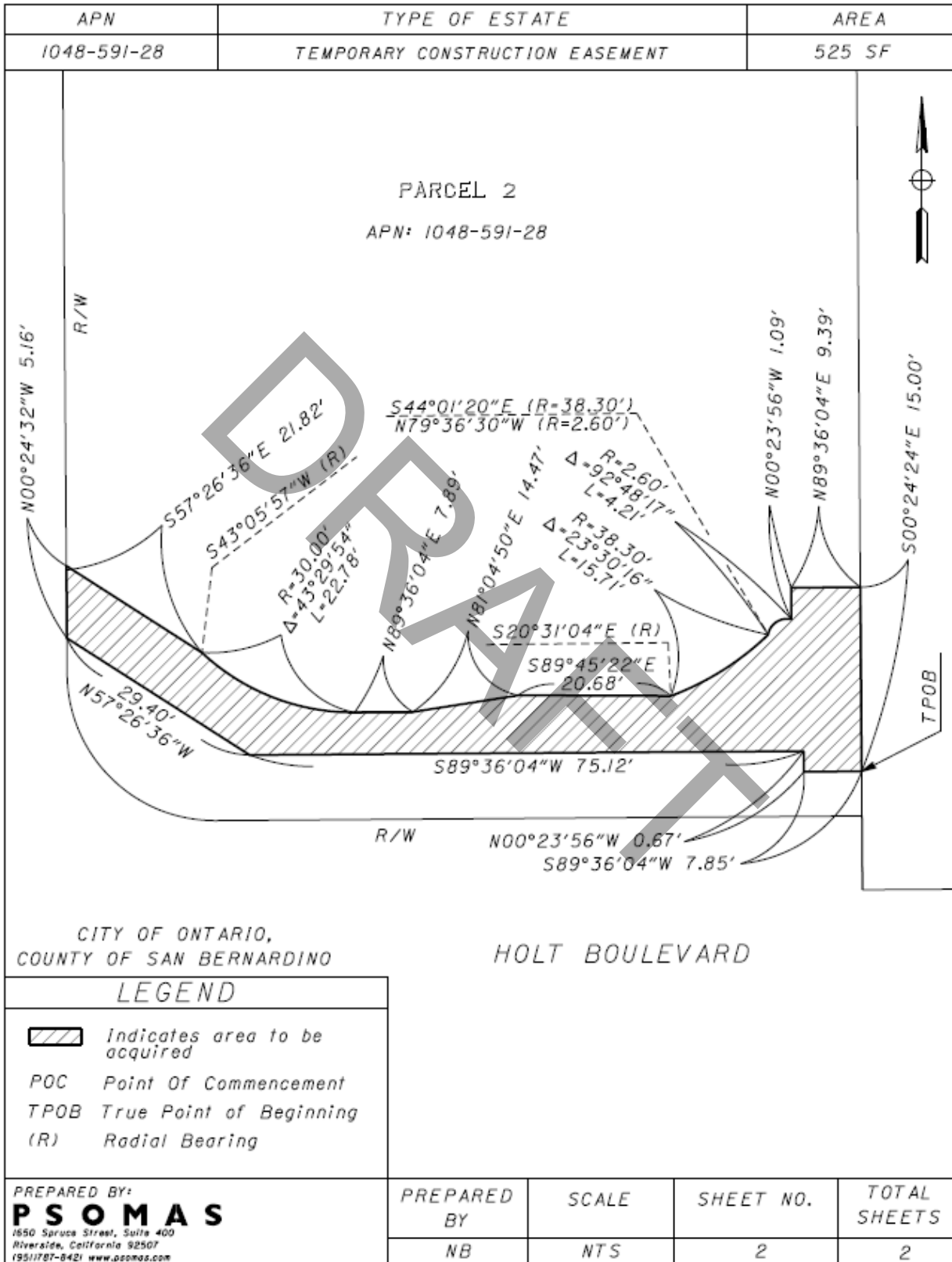


EXHIBIT B



Map Check Report

Project: WVC - OC
 Alignment: 1048-591-28 TCE
 Description:

Type	Point Name\ Direction	Length	Northing	Easting	Elevation
POT (	85041)		1845669.913	6664602.622	0.000
	S 89°36'04" W	7.85			
POT (	85059)		1845669.858	6664594.768	0.000
	N 0°23'56" W	0.67			
POT (	85060)		1845670.525	6664594.764	0.000
	S 89°36'04" W	75.12			
POT (	85061)		1845670.002	6664519.644	0.000
	N 57°26'36" W	29.40			
POT (	85062)		1845685.821	6664494.866	0.000
	N 0°24'32" W	5.16			
POT (	85066)		1845690.986	6664494.829	0.000
	S 57°26'36" E	21.82			
TC (	85067)		1845679.245	6664513.218	0.000
	Radius:	30.00			
	Delta:	43°29'54"			
	Length:	22.78			
	Chord:	22.23			
	Tangent:	11.97			
	Middle Ordinate:	2.14			
	External:	2.30			
	S 43°05'57" W (Radial)				
CC (	85068)		1845701.150	6664533.716	0.000
	S 68°39'00" E (Chord)				
	S 0°23'56" E (Radial)				
CT (	85069)		1845671.151	6664533.925	0.000
	N 89°36'04" E	7.89			
POT (	85070)		1845671.206	6664541.813	0.000
	N 81°04'50" E	14.47			
POT (	85071)		1845673.450	6664556.111	0.000
	S 89°45'22" E	20.68			
TC (	85032)		1845673.362	6664576.791	0.000
	Radius:	38.30			
	Delta:	23°30'16"			
	Length:	15.71			
	Chord:	15.60			
	Tangent:	7.97			
	Middle Ordinate:	0.80			
	External:	0.82			
	S 20°31'04" E (Radial)				
CC (	85033)		1845709.232	6664563.367	0.000
	N 57°43'48" E (Chord)				
	S 44°01'20" E (Radial)				
PRC (	85077)		1845681.692	6664589.983	0.000
	Radius:	2.60			
	Delta:	92°48'17"			
	Length:	4.21			
	Chord:	3.77			
	Tangent:	2.73			
	Middle Ordinate:	0.81			
	External:	1.17			
	S 79°36'30" E (Radial)				
CC (	85086)		1845681.223	6664592.540	0.000
	N 56°47'39" E (Chord)				
	S 13°11'47" W (Radial)				

CI (85087)		1845683.754	6664593.134	0.000
N 0°23'56" W	1.09			
POT (85081)		1845684.847	6664593.126	0.000
N 89°36'04" E	9.39			
POT (85082)		1845684.912	6664602.515	0.000
S 0°24'24" E	15.00			
POT (85041)		1845669.913	6664602.622	0.000

Northing Error: -0.002 ft
 Easting Error: 0.004 ft
 Closing Direction: N 63°26'37" W
 Closing Distance: 0.005 ft
 Closed Area: 524.7 sq ft (0.0 ac)
 Perimeter: 251.244 ft
 Precision: 53086.904

DRAFT

RESOLUTION OF NECESSITY No. 25-067

SUNRZ 786 HOLDINGS, INC., A

CALIFORNIA CORPORATION PROPERTY

(APN 1048-591-32)

RESOLUTION NO. 25-067

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR'S PARCEL NO. 1048-591-32

WHEREAS, the San Bernardino County Transportation Authority (“SBCTA”) is undertaking the West Valley Connector Project (the “Project”); and

WHEREAS, the Project involves the construction of a 100% zero-emissions Bus Rapid Transit (BRT) System, with phase 1 stretching from the Pomona Regional Transit Center to Victoria Gardens in Rancho Cucamonga, California. The Project seeks to improve corridor mobility, transit efficiency, and address growing traffic congestion in the western San Bernardino Valley from the City of Pomona to the City of Fontana; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement Project serving the public interest; and

WHEREAS, California Public Utilities Code Section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, SBCTA is also authorized to acquire said property interests for public use by condemnation pursuant to Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.320, 1240.330, 1240.510, 1240.610, 1240.650 and by other provisions of law; and

WHEREAS, a portion of the real property located at 606 W. Holt Boulevard in the City of Ontario, California, and identified as San Bernardino County Tax Assessor’s Parcel Number 1048-591-32 (the “Property”) is required for the Project. The specific portion of the Property required for the Project is an approximate 879 square foot temporary construction easement with a term of ten months legally described and depicted in EXHIBIT “1” hereto (the “Subject Property Interest”); and

WHEREAS, to the extent the Subject Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330, if necessary. The requirements of said Code of Civil Procedure Sections have been satisfied and the acquisition of said substitute property

is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the Project; and

WHEREAS, the Project will maintain reasonable vehicular and pedestrian access to and from the Property at all times; and

WHEREAS, SBCTA extended a written offer of compensation to the owner or owners of record for the acquisition of the Subject Property Interest in accordance with California Government Code Section 7267.2; and

WHEREAS, in accordance with Code of Civil Procedure Section 1245.235, SBCTA mailed a Notice of Hearing regarding the intent of SBCTA to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the Subject Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Property; and

WHEREAS, in accordance with Code of Civil Procedure Section 1245.235, SBCTA also mailed a Notice of Hearing regarding the intent of SBCTA to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the Subject Property Interest to the City of Ontario as required by Public Utilities Code Section 130220.5(c); and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to Code of Civil Procedure Section 1245.235, SBCTA scheduled a hearing for May 7, 2025 at 10:00 a.m. at the Santa Fe Depot - SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California, and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll and to the City of Ontario notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in Code of Civil Procedure Section 1240.030. Said parties were also provided notice of the opportunity to submit written comments for consideration by SBCTA at said hearing; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in Code of Civil Procedure Section 1240.030; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to Code of Civil Procedure Section 1240.040.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure Sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. SBCTA has complied with the requirements of Code of Civil Procedure Section 1245.235 regarding the notice about the hearing to consider this Resolution and informing the owner of the opportunity to appear and be heard.

Section 3. Public Use. The Subject Property Interest is to be acquired for public use, namely for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the Project, a public bus rapid transit (BRT) project that would improve corridor mobility and transit efficiency in the western San Bernardino Valley, decrease travel times, and improve the existing public transit system within the corridor. Specifically, the Subject Property Interest is to be acquired to facilitate the construction of the Project.

(a) The construction of the Project would help SBCTA achieve its long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety. Public Utilities Code Section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

(b) The purpose of the Project is to improve corridor mobility and transit efficiency in the western San Bernardino Valley from the city of Pomona, in Los Angeles County, to the city of Fontana, in San Bernardino County, with an enhanced, state-of-the-art BRT system (i.e., the system that includes off-board fare vending, all-door boarding, TSP optimized operating plans, and stations that consist of branded shelter/canopy, security cameras, benches, lighting, and variable message signs). The Project seeks to address the growing traffic congestion and travel demands of the nearly one million people that would be added to Los Angeles and San Bernardino County by 2040 as set forth in SCAG's 2016 Regional Transportation Plan/Sustainable Communities Strategy growth forecast. Improved rapid transit along the project corridor would help Omnitrans and SBCTA achieve the long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

(c) The Project, is planned and designed to improve transit service by better accommodating existing high bus ridership. It is also planned and designed to improve ridership by providing a viable and competitive transit alternative to the automobile and improve efficiency of transit service delivery while lowering Omnitrans' operating costs per rider. Further, the Project supports local and regional planning goals to organize development along transit corridors and around transit stations. Current and future population and employment conditions establish a need for higher-quality transit service. The Project corridor is primarily an inter-city route that serves densely populated neighborhoods with a high percentage of transit patrons that are minority, low-income, and/or transit dependent. The Project corridor includes a current high level of employment and several key activity centers. Regionally, the Inland Empire leads the six-county southern California region in growth. Current and future transportation conditions establish a need

for an improved transit system. The current standard bus service has several deficiencies that do not make transit an attractive alternative to the automobile, particularly in terms of corridor travel time. Current and future travel demand is expected to accompany the projected growth in population and employment, further increasing the need for an improved transit system. Finally, transit-related opportunities exist in the Project area. Current transit access to employment and intermodal centers is considered inadequate to meet current and future needs. High-quality, reliable rapid transit service is needed to deliver riders to these multiple destinations; the Project would provide such a service. The Project alignment passes through potential redevelopment and transit-oriented development areas and would help foster their potential for development.

Section 4. Necessity.

(a) The Project is necessary to improve corridor mobility and transit efficiency in the western San Bernardino Valley, decrease travel times, and improve the existing public transit system within the corridor. The Project, as planned and designed, helps address the growing traffic congestion and travel demands in this area of the County of San Bernardino. The construction of the Project would help SBCTA achieve its long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

(b) The Project, as planned and located, is designed to improve transit service by better accommodating existing high bus ridership. The Project also seeks to improve ridership by providing a viable and competitive transit alternative to the automobile. The Project, as planned and designed, seeks to improve efficiency of transit service delivery while lowering operating costs per rider. It seeks to support local and regional planning goals to organize development along transit corridors and around transit stations. The Project, as planned and located, responds to the need to establish a higher quality transit service to accommodate current and future population and employment conditions. It also seeks to meet the needs of improving the transit system to make transit an attractive alternative to travel by automobile and of providing high quality, reliable, rapid transit service needed to deliver riders to the multiple destinations.

(c) The public interest and necessity require the acquisition by eminent domain proceedings of the Subject Property Interest.

Section 5. Description of the Subject Property Interest. The Subject Property Interest sought to be acquired is more particularly described and depicted in EXHIBIT "1" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the Project;
- (b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Subject Property Interest SBCTA seeks to acquire is necessary for the Project; and

(d) The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610, to the extent that any portions of the Subject Property Interest are already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Subject Property Interest, or any portion thereof, are already devoted, or, in the alternative, are a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property Interest, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Subject Property Interest, or portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330. The requirements of said Sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the Project.

Section 9. Environmental Review. The environmental effects of the Project and the acquisition of the Subject Property Interest needed for the Project were studied and analyzed as an integral part of the environmental review for the Project. The WVC involves use of local, state, and federal funding, including funds administered by the Federal Transit Administration (FTA). Based on the multiple funding sources, the environmental documentation was prepared jointly in compliance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). SBCTA was the lead agency under CEQA and FTA was the lead agency under NEPA.

In May 2020, the SBCTA Board of Directors (Board) adopted Resolution No. 20-046, making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and approving and certifying the Final Environmental Impact Report (EIR) in compliance with CEQA for the Project. Subsequently, on May 12, 2020, FTA approved the Findings of No Significant Impact (FONSI) in accordance with NEPA, which concluded the Environmental Clearance of the Project. In adopting Resolution No. 20-046, the Board found that Alternative B, which was designated as the preferred alternative, would better meet the purpose of the Project and need than Alternative A. The Board emphasized that the City of Ontario commissioned a Holt Boulevard Mobility and Streetscape Strategic Plan that is consistent with the proposed improvements included with Alternative B. Accordingly, the Board rejected Alternative A.

The Board further found that the benefits of the Project outweigh the unavoidable environmental impacts. The Board emphasized that the Project (under the approved Alternative B alternative) has significant benefits including, improved travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments' (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA's Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit

opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario's Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the Project with exclusive bus-only lanes on Holt Boulevard. In addition, the Project would facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the Project area. The Project is supported by Caltrans, Districts 7 and 8, and the cities along the Project corridor, including Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. Further, the Board found that the Project would have economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened right-of-way. SBCTA has incorporated mitigation measures into the Project to reduce or eliminate potentially significant or adverse environmental impacts.

On May 7, 2025, SBCTA Staff reviewed the environmental documentation prepared for the Project in connection with SBCTA Staff's review of the proposed acquisition of the Subject Property Interest for the Project. City Staff reviewed the EIR and the FONSI, and related documents. SBCTA Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under which the Project is undertaken, and SBCTA has obtained no new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interest for the Project.

Section 10. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Subject Property Interest, including the improvements thereon, if any, by eminent domain for the Project.

Section 11. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Subject Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Subject Property Interest at the earliest possible time.

Section 12. Executive Director Authority. The Executive Director is authorized to execute all necessary documents in connection with the eminent domain proceeding.

Section 13. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on May 7, 2025 by the following votes:

AYES:

NOES:

ABSENT:

Ray Marquez, Board President
San Bernardino County Transportation Authority

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

DRAFT

EXHIBIT “1”

DRAFT

EXHIBIT 'A'
Legal Description
Temporary Construction Easement

APN: 1048-591-32

That portion of Parcel 6 of Parcel Map No. 9753, in the City of Ontario, County of San Bernardino, State of California, as per map filed in Book 116, Pages 26 and 27 of Parcel Maps in the office of the County Recorder of said County, described as follows:

Commencing at the centerline intersection of Bonita Court and Holt Boulevard, as shown on said Parcel Map;

thence along the centerline of said Holt Boulevard South $89^{\circ}35'36''$ West 325.08 feet to the southerly prolongation of the westerly line of said Parcel 6;

thence leaving said centerline along said prolongation and said westerly line North $00^{\circ}24'24''$ West 52.04 feet to the **True Point of Beginning**;

thence leaving said westerly line South $88^{\circ}15'05''$ East 54.28 feet to the southerly line of said Parcel 6;

thence along said southerly line North $89^{\circ}35'36''$ East 36.01 feet;

thence leaving said southerly line North $00^{\circ}23'56''$ West 8.65 feet;

thence North $88^{\circ}15'05''$ West 90.31 feet to said westerly line;

thence along said westerly line South $00^{\circ}24'24''$ East 10.01 feet to the **True Point of Beginning**.

Containing 879 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5, 2007.00 epoch. Divide distances shown by 0.999945103 to obtain ground distance.

See Exhibit 'B' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature: Teri Kahlen
Teri Kahlen, PLS 8746

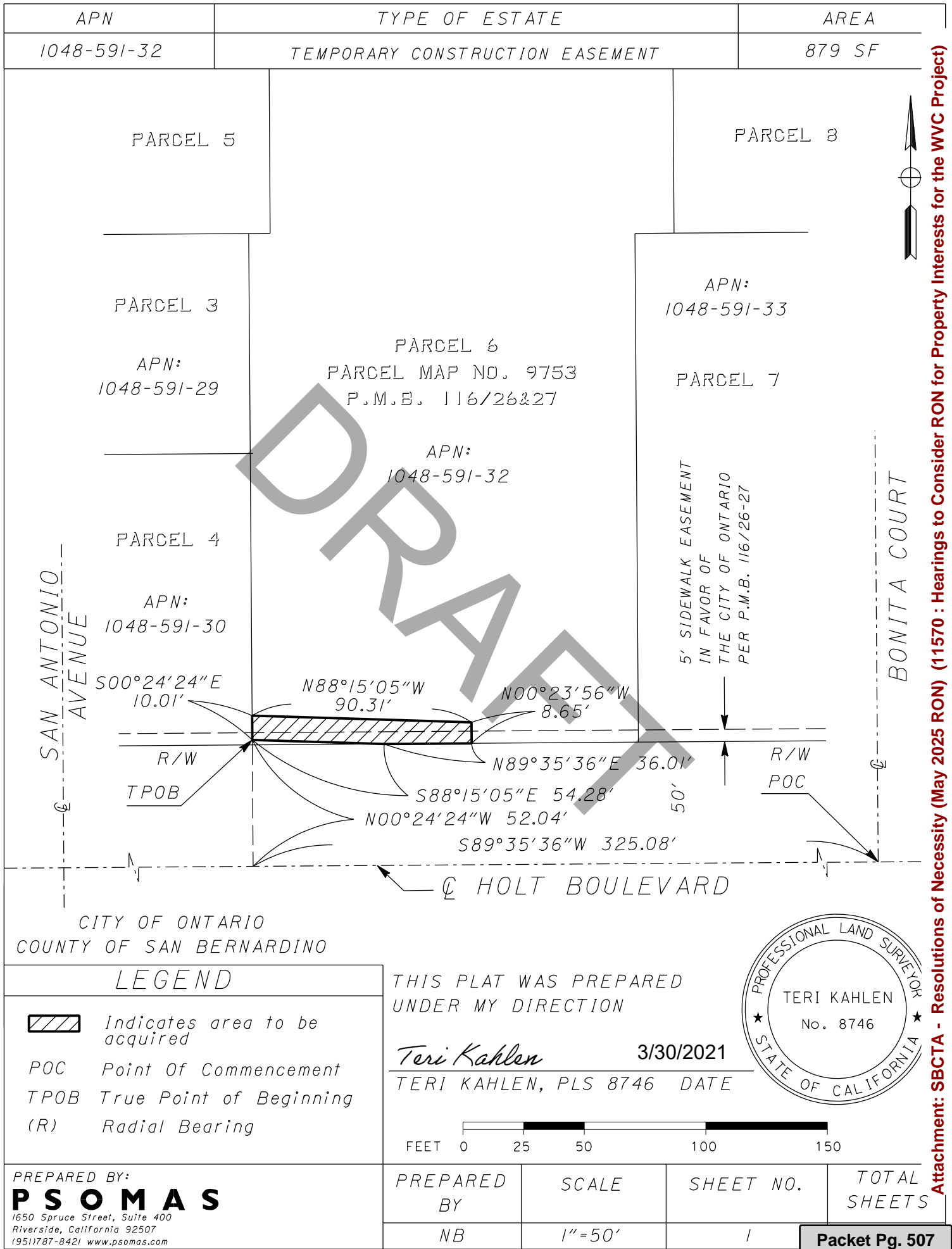
Date: 3/30/2021



DRAFT

EXHIBIT B

24.a



Map Check Report

Project: WVC - OC
 Alignment: 1048-591-32 TCE
 Description:

Type	Point Name\ Direction	Length	Northing	Easting	Elevation
POT (	85113)		1845658.800	6665008.497	0.000
	S 88°15'05" E	54.28			
POT (	85139)		1845657.144	6665062.749	0.000
	N 89°35'36" E	36.01			
POT (	85141)		1845657.399	6665098.757	0.000
	N 0°23'56" W	8.65			
POT (	85140)		1845666.051	6665098.697	0.000
	N 88°15'05" W	90.31			
POT (	85138)		1845668.807	6665008.426	0.000
	S 0°24'24" E	10.01			
POT (	85113)		1845658.800	6665008.497	0.000

Northing Error: -0.005 ft
 Easting Error: 0.007 ft
 Closing Direction: N 53°34'27" W
 Closing Distance: 0.008 ft
 Closed Area: 878.7 sq ft (0.0 ac)
 Perimeter: 199.258 ft
 Precision: 23937.112

RESOLUTION OF NECESSITY No. 25-068

**MACK PARTNERS, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY PROPERTY
(APN 1048-604-13)**

RESOLUTION NO. 25-068

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR'S PARCEL NO. 1048-604-13

WHEREAS, the San Bernardino County Transportation Authority (“SBCTA”) is undertaking the West Valley Connector Project (the “Project”); and

WHEREAS, the Project involves the construction of a 100% zero-emissions Bus Rapid Transit (BRT) System, with phase 1 stretching from the Pomona Regional Transit Center to Victoria Gardens in Rancho Cucamonga, California. The Project seeks to improve corridor mobility, transit efficiency, and address growing traffic congestion in the western San Bernardino Valley from the City of Pomona to the City of Fontana; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement Project serving the public interest; and

WHEREAS, California Public Utilities Code Section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, SBCTA is also authorized to acquire said property interests for public use by condemnation pursuant to Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.320, 1240.330, 1240.510, 1240.610, 1240.650 and by other provisions of law; and

WHEREAS, a portion of the real property located at 706 W. Holt Boulevard in the City of Ontario, California, and identified as San Bernardino County Tax Assessor’s Parcel Number 1048-604-13 (the “Property”) is required for the Project. The specific portion of the Property required for the Project is an approximate 1,376 square foot temporary construction easement with a term of twelve months legally described and depicted in EXHIBIT “1” hereto (the “Subject Property Interest”); and

WHEREAS, to the extent the Subject Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330, if necessary. The requirements of said Code of Civil Procedure Sections have been satisfied and the acquisition of said substitute property

is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the Project; and

WHEREAS, the Project will maintain reasonable vehicular and pedestrian access to and from the Property at all times; and

WHEREAS, SBCTA extended a written offer of compensation to the owner or owners of record for the acquisition of the Subject Property Interest in accordance with California Government Code Section 7267.2; and

WHEREAS, in accordance with Code of Civil Procedure Section 1245.235, SBCTA mailed a Notice of Hearing regarding the intent of SBCTA to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the Subject Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Property; and

WHEREAS, in accordance with Code of Civil Procedure Section 1245.235, SBCTA also mailed a Notice of Hearing regarding the intent of SBCTA to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the Subject Property Interest to the City of Ontario as required by Public Utilities Code Section 130220.5(c); and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to Code of Civil Procedure Section 1245.235, SBCTA scheduled a hearing for May 7, 2025 at 10:00 a.m. at the Santa Fe Depot - SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California, and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll and to the City of Ontario notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in Code of Civil Procedure Section 1240.030. Said parties were also provided notice of the opportunity to submit written comments for consideration by SBCTA at said hearing; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in Code of Civil Procedure Section 1240.030; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to Code of Civil Procedure Section 1240.040.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure Sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. SBCTA has complied with the requirements of Code of Civil Procedure Section 1245.235 regarding the notice about the hearing to consider this Resolution and informing the owner of the opportunity to appear and be heard.

Section 3. Public Use. The Subject Property Interest is to be acquired for public use, namely for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the Project, a public bus rapid transit (BRT) project that would improve corridor mobility and transit efficiency in the western San Bernardino Valley, decrease travel times, and improve the existing public transit system within the corridor. Specifically, the Subject Property Interest is to be acquired to facilitate the construction of the Project.

(a) The construction of the Project would help SBCTA achieve its long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety. Public Utilities Code Section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

(b) The purpose of the Project is to improve corridor mobility and transit efficiency in the western San Bernardino Valley from the city of Pomona, in Los Angeles County, to the city of Fontana, in San Bernardino County, with an enhanced, state-of-the-art BRT system (i.e., the system that includes off-board fare vending, all-door boarding, TSP optimized operating plans, and stations that consist of branded shelter/canopy, security cameras, benches, lighting, and variable message signs). The Project seeks to address the growing traffic congestion and travel demands of the nearly one million people that would be added to Los Angeles and San Bernardino County by 2040 as set forth in SCAG's 2016 Regional Transportation Plan/Sustainable Communities Strategy growth forecast. Improved rapid transit along the project corridor would help Omnitrans and SBCTA achieve the long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

(c) The Project, is planned and designed to improve transit service by better accommodating existing high bus ridership. It is also planned and designed to improve ridership by providing a viable and competitive transit alternative to the automobile and improve efficiency of transit service delivery while lowering Omnitrans' operating costs per rider. Further, the Project supports local and regional planning goals to organize development along transit corridors and around transit stations. Current and future population and employment conditions establish a need for higher-quality transit service. The Project corridor is primarily an inter-city route that serves densely populated neighborhoods with a high percentage of transit patrons that are minority, low-income, and/or transit dependent. The Project corridor includes a current high level of employment and several key activity centers. Regionally, the Inland Empire leads the six-county southern California region in growth. Current and future transportation conditions establish a need

for an improved transit system. The current standard bus service has several deficiencies that do not make transit an attractive alternative to the automobile, particularly in terms of corridor travel time. Current and future travel demand is expected to accompany the projected growth in population and employment, further increasing the need for an improved transit system. Finally, transit-related opportunities exist in the Project area. Current transit access to employment and intermodal centers is considered inadequate to meet current and future needs. High-quality, reliable rapid transit service is needed to deliver riders to these multiple destinations; the Project would provide such a service. The Project alignment passes through potential redevelopment and transit-oriented development areas and would help foster their potential for development.

Section 4. Necessity.

(a) The Project is necessary to improve corridor mobility and transit efficiency in the western San Bernardino Valley, decrease travel times, and improve the existing public transit system within the corridor. The Project, as planned and designed, helps address the growing traffic congestion and travel demands in this area of the County of San Bernardino. The construction of the Project would help SBCTA achieve its long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

(b) The Project, as planned and located, is designed to improve transit service by better accommodating existing high bus ridership. The Project also seeks to improve ridership by providing a viable and competitive transit alternative to the automobile. The Project, as planned and designed, seeks to improve efficiency of transit service delivery while lowering operating costs per rider. It seeks to support local and regional planning goals to organize development along transit corridors and around transit stations. The Project, as planned and located, responds to the need to establish a higher quality transit service to accommodate current and future population and employment conditions. It also seeks to meet the needs of improving the transit system to make transit an attractive alternative to travel by automobile and of providing high quality, reliable, rapid transit service needed to deliver riders to the multiple destinations.

(c) The public interest and necessity require the acquisition by eminent domain proceedings of the Subject Property Interest.

Section 5. Description of the Subject Property Interest. The Subject Property Interest SBCTA seeks to acquire to facilitate the construction of the Project is more particularly described and depicted in EXHIBIT "1" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the Project;
- (b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Subject Property Interest SBCTA seeks to acquire is necessary for the Project; and

(d) The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610, to the extent that any portions of the Subject Property Interest are already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Subject Property Interest, or any portion thereof, are already devoted, or, in the alternative, are a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property Interest, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Subject Property Interest, or portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330. The requirements of said Sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the Project.

Section 9. Environmental Review. The environmental effects of the Project and the acquisition of the Subject Property Interest needed for the Project were studied and analyzed as an integral part of the environmental review for the Project. The WVC involves use of local, state, and federal funding, including funds administered by the Federal Transit Administration (FTA). Based on the multiple funding sources, the environmental documentation was prepared jointly in compliance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). SBCTA was the lead agency under CEQA and FTA was the lead agency under NEPA.

In May 2020, the SBCTA Board of Directors (Board) adopted Resolution No. 20-046, making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and approving and certifying the Final Environmental Impact Report (EIR) in compliance with CEQA for the Project. Subsequently, on May 12, 2020, FTA approved the Findings of No Significant Impact (FONSI) in accordance with NEPA, which concluded the Environmental Clearance of the Project. In adopting Resolution No. 20-046, the Board found that Alternative B, which was designated as the preferred alternative, would better meet the purpose of the Project and need than Alternative A. The Board emphasized that the City of Ontario commissioned a Holt Boulevard Mobility and Streetscape Strategic Plan that is consistent with the proposed improvements included with Alternative B. Accordingly, the Board rejected Alternative A.

The Board further found that the benefits of the Project outweigh the unavoidable environmental impacts. The Board emphasized that the Project (under the approved Alternative B alternative) has significant benefits including, improved travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments' (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA's Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit

opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario's Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the Project with exclusive bus-only lanes on Holt Boulevard. In addition, the Project would facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the Project area. The Project is supported by Caltrans, Districts 7 and 8, and the cities along the Project corridor, including Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. Further, the Board found that the Project would have economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened right-of-way. SBCTA has incorporated mitigation measures into the Project to reduce or eliminate potentially significant or adverse environmental impacts.

On May 7, 2025, SBCTA Staff reviewed the environmental documentation prepared for the Project in connection with SBCTA Staff's review of the proposed acquisition of the Subject Property Interest for the Project. City Staff reviewed the EIR and the FONSI, and related documents. SBCTA Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under which the Project is undertaken, and SBCTA has obtained no new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interest for the Project.

Section 10. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Subject Property Interest, including the improvements thereon, if any, by eminent domain for the Project.

Section 11. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Subject Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Subject Property Interest at the earliest possible time.

Section 12. Executive Director Authority. The Executive Director is authorized to execute all necessary documents in connection with the eminent domain proceeding.

Section 13. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on May 7, 2025 by the following votes:

AYES:

NOES:

ABSENT:

Ray Marquez, Board President
San Bernardino County Transportation Authority

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

DRAFT

EXHIBIT “1”

DRAFT

EXHIBIT 'A'
Legal Description
Temporary Construction Easement

APN: 1048-604-13

That portion of Lot 1006, According to Map of Ontario, in the City of Ontario, County of San Bernardino, State of California per map recorded in Book 11, Page 6 of Maps in the office of the County Recorder of said County, described in a Grant Deed recorded January 22, 1998 as Document No. 1998-0022309 of Official Records in the office of said County Recorder, described as follows:

Commencing at the centerline intersection of San Antonio Drive and Holt Boulevard, as shown on Record of Survey No. 97-0006, per map filed in Book 109, Page 20 of Records of Survey, in the office of the County Recorder of said County;

thence along the centerline of said Holt Boulevard South $89^{\circ}35'56''$ West 203.09 feet;

thence leaving said centerline and along the westerly line of the land described in said Grant Deed and its southerly prolongation, North $00^{\circ}24'32''$ West 65.15 feet to the **True Point of Beginning**;

thence leaving said westerly line North $87^{\circ}27'12''$ East 24.33 feet;

thence North $89^{\circ}36'04''$ East 117.80 feet;

thence North $52^{\circ}16'13''$ East 21.33 feet to a point on that certain curve, described as being concave northwesterly, having a radius of 20.00 feet in the Easement Deed recorded March 24, 1997 as Document No. 1997-0098907, of said Official Records, a radial line to said curve bears South $87^{\circ}30'03''$ East;

thence northerly 1.02 feet along said certain curve through a central angle of $02^{\circ}54'29''$ to a line that is parallel with and 44.00 feet westerly of the centerline of said San Antonio Boulevard;

thence along said parallel line North $00^{\circ}24'32''$ West 6.13 feet;

thence leaving said parallel line South $89^{\circ}35'47''$ West 10.62 feet to a non-tangent curve concave northwesterly having a radius of 28.90 feet, a radial line to said curve bears South $68^{\circ}06'20''$ East;

thence southwesterly 30.72 feet along said curve through a central angle of 60°53'45";

thence South 89°17'18" West 49.78 feet;

thence North 00°24'01" West 10.92 feet;

thence South 89°36'04" West 51.31 feet;

thence South 87°27'12" West 24.08 feet to the westerly line of the land described in said Grant Deed;

thence along said westerly line South 00°24'32" East 13.01 feet to the **True Point of Beginning**;

Containing 1,376 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5, 2007.00 epoch. Divide distances shown by 0.999945103 to obtain ground distance.

See Exhibit 'B' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

Signature: Teri Kahlen
Teri Kahlen, PLS 8746

Date: 3/8/2021



24.a

Attachment: SBCTA - Resolutions of Necessity (May 2025 RON) (11570 : Hearings to Consider RON for Property Interests for the WVC Project)

Map Check Report

Project: WVC - OC
 Alignment: 1048-604-13 TCE
 Description:

Type	Point Name\ Direction	Length	Northing	Easting	Elevation
POT (	85002)		1845666.531	6664247.904	0.000
	N 87°27'12" E	24.33			
POT (	85003)		1845667.612	6664272.206	0.000
	N 89°36'04" E	117.80			
POT (	85004)		1845668.432	6664390.001	0.000
	N 52°16'13" E	21.33			
TC (	85005)		1845681.483	6664406.869	0.000
	Radius:	20.00			
	Delta:	2°54'29"			
	Length:	1.02			
	Chord:	1.01			
	Tangent:	0.51			
	Middle Ordinate:	0.01			
	External:	0.01			
	S 87°30'03" E (Radial)				
CC (	85006)		1845682.355	6664386.888	0.000
	N 1°02'43" E (Chord)				
	N 89°35'28" E (Radial)				
CT (	85030)		1845682.498	6664406.887	0.000
	N 0°24'32" W	6.13			
POT (	85031)		1845688.630	6664406.843	0.000
	S 89°35'47" W	10.62			
TC (	85083)		1845688.555	6664396.228	0.000
	Radius:	28.90			
	Delta:	60°53'45"			
	Length:	30.72			
	Chord:	29.29			
	Tangent:	16.99			
	Middle Ordinate:	3.99			
	External:	4.62			
	N 68°06'20" W (Radial)				
CC (	85084)		1845699.332	6664369.412	0.000
	S 52°20'33" W (Chord)				
	N 7°12'35" W (Radial)				
CT (	85085)		1845670.661	6664373.039	0.000
	S 89°17'18" W	49.78			
POT (	85035)		1845670.042	6664323.261	0.000
	N 0°24'01" W	10.92			
POT (	85036)		1845680.967	6664323.184	0.000
	S 89°36'04" W	51.31			
POT (	85037)		1845680.610	6664271.872	0.000
	S 87°27'12" W	24.08			
POT (	85018)		1845679.540	6664247.812	0.000
	S 0°24'32" E	13.01			
POT (	85002)		1845666.531	6664247.904	0.000

Northing Error: -0.011 ft
 Easting Error: 0.015 ft
 Closing Direction: N 53°51'03" W
 Closing Distance: 0.019 ft
 Closed Area: 1375.8 sq ft (0.0 ac)
 Perimeter: 361.044 ft
 Precision: 18988.560

RESOLUTION OF NECESSITY No. 25-069

CHANG FAMILY TRUST PROPERTY

(APN 1049-101-38)

Attachment: SBCTA - Resolutions of Necessity (May 2025 RON) (11570 : Hearings to Consider RON for Property Interests for the WVC Project)

RESOLUTION NO. 25-069**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR'S PARCEL NO. 1049-101-38**

WHEREAS, the San Bernardino County Transportation Authority ("SBCTA") is undertaking the West Valley Connector Project (the "Project"); and

WHEREAS, the Project involves the construction of a 100% zero-emissions Bus Rapid Transit (BRT) System, with phase 1 stretching from the Pomona Regional Transit Center to Victoria Gardens in Rancho Cucamonga, California. The Project seeks to improve corridor mobility, transit efficiency, and address growing traffic congestion in the western San Bernardino Valley from the City of Pomona to the City of Fontana; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement Project serving the public interest; and

WHEREAS, California Public Utilities Code Section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, SBCTA is also authorized to acquire said property interests for public use by condemnation pursuant to Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.320, 1240.330, 1240.510, 1240.610, 1240.650 and by other provisions of law; and

WHEREAS, a portions of the real property located at 700 East Holt Boulevard in the City of Ontario, California, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-38 (the "Property") is required for the Project. The specific portion of the Property required for the Project is an approximate 2,340 square foot temporary construction easement with a term of eight months legally described and depicted in EXHIBIT "1" hereto (collectively the "Subject Property Interest"); and

WHEREAS, to the extent the Subject Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330, if necessary. The requirements of said Code of Civil Procedure Sections have been satisfied and the acquisition of said substitute property

is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the Project; and

WHEREAS, the Project will maintain reasonable vehicular and pedestrian access to and from the Property at all times; and

WHEREAS, SBCTA extended a written offer of compensation to the owner or owners of record for the acquisition of the Subject Property Interest in accordance with California Government Code Section 7267.2; and

WHEREAS, in accordance with Code of Civil Procedure Section 1245.235, SBCTA mailed a Notice of Hearing regarding the intent of SBCTA to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the Subject Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Property; and

WHEREAS, in accordance with Code of Civil Procedure Section 1245.235, SBCTA also mailed a Notice of Hearing regarding the intent of SBCTA to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the Subject Property Interest to the City of Ontario as required by Public Utilities Code Section 130220.5(c); and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to Code of Civil Procedure Section 1245.235, SBCTA scheduled a hearing for May 7, 2025 at 10:00 a.m. at the Santa Fe Depot - SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California, and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll and to the City of Ontario notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in Code of Civil Procedure Section 1240.030. Said parties were also provided notice of the opportunity to submit written comments for consideration by SBCTA at said hearing; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in Code of Civil Procedure Section 1240.030; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to Code of Civil Procedure Section 1240.040.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure Sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. SBCTA has complied with the requirements of Code of Civil Procedure Section 1245.235 regarding the notice about the hearing to consider this Resolution and informing the owner of the opportunity to appear and be heard.

Section 3. Public Use. The Subject Property Interest is to be acquired for public use, namely for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the Project, a public bus rapid transit (BRT) project that would improve corridor mobility and transit efficiency in the western San Bernardino Valley, decrease travel times, and improve the existing public transit system within the corridor. Specifically, the Subject Property Interest is to be acquired to facilitate the construction of the Project.

(a) The construction of the Project would help SBCTA achieve its long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety. Public Utilities Code Section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

(b) The purpose of the Project is to improve corridor mobility and transit efficiency in the western San Bernardino Valley from the city of Pomona, in Los Angeles County, to the city of Fontana, in San Bernardino County, with an enhanced, state-of-the-art BRT system (i.e., the system that includes off-board fare vending, all-door boarding, TSP optimized operating plans, and stations that consist of branded shelter/canopy, security cameras, benches, lighting, and variable message signs). The Project seeks to address the growing traffic congestion and travel demands of the nearly one million people that would be added to Los Angeles and San Bernardino County by 2040 as set forth in SCAG's 2016 Regional Transportation Plan/Sustainable Communities Strategy growth forecast. Improved rapid transit along the project corridor would help Omnitrans and SBCTA achieve the long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

(c) The Project, is planned and designed to improve transit service by better accommodating existing high bus ridership. It is also planned and designed to improve ridership by providing a viable and competitive transit alternative to the automobile and improve efficiency of transit service delivery while lowering Omnitrans' operating costs per rider. Further, the Project supports local and regional planning goals to organize development along transit corridors and around transit stations. Current and future population and employment conditions establish a need for higher-quality transit service. The Project corridor is primarily an inter-city route that serves densely populated neighborhoods with a high percentage of transit patrons that are minority, low-income, and/or transit dependent. The Project corridor includes a current high level of employment and several key activity centers. Regionally, the Inland Empire leads the six-county southern California region in growth. Current and future transportation conditions establish a need

for an improved transit system. The current standard bus service has several deficiencies that do not make transit an attractive alternative to the automobile, particularly in terms of corridor travel time. Current and future travel demand is expected to accompany the projected growth in population and employment, further increasing the need for an improved transit system. Finally, transit-related opportunities exist in the Project area. Current transit access to employment and intermodal centers is considered inadequate to meet current and future needs. High-quality, reliable rapid transit service is needed to deliver riders to these multiple destinations; the Project would provide such a service. The Project alignment passes through potential redevelopment and transit-oriented development areas and would help foster their potential for development.

Section 4. Necessity.

(a) The Project is necessary to improve corridor mobility and transit efficiency in the western San Bernardino Valley, decrease travel times, and improve the existing public transit system within the corridor. The Project, as planned and designed, helps address the growing traffic congestion and travel demands in this area of the County of San Bernardino. The construction of the Project would help SBCTA achieve its long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

(b) The Project, as planned and located, is designed to improve transit service by better accommodating existing high bus ridership. The Project also seeks to improve ridership by providing a viable and competitive transit alternative to the automobile. The Project, as planned and designed, seeks to improve efficiency of transit service delivery while lowering operating costs per rider. It seeks to support local and regional planning goals to organize development along transit corridors and around transit stations. The Project, as planned and located, responds to the need to establish a higher quality transit service to accommodate current and future population and employment conditions. It also seeks to meet the needs of improving the transit system to make transit an attractive alternative to travel by automobile and of providing high quality, reliable, rapid transit service needed to deliver riders to the multiple destinations.

(c) The public interest and necessity require the acquisition by eminent domain of the Subject Property Interest.

Section 5. Description of the Subject Property Interest. The Subject Property Interest SBCTA seeks to acquire to facilitate the construction of the Project is more particularly described and depicted in EXHIBIT "1" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the Project;
- (b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Subject Property Interest SBCTA seeks to acquire is necessary for the Project; and

(d) The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610, to the extent that any portions of the Subject Property Interest are already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Subject Property Interest, or any portion thereof, are already devoted, or, in the alternative, are a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property Interest, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Subject Property Interest, or portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330. The requirements of said Sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the Project.

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In May 2020, the SBCTA Board of Directors (Board) adopted Resolution No. 20-046, making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and approving and certifying the Final Environmental Impact Report (EIR) in compliance with CEQA for the Project. Subsequently, on May 12, 2020, FTA approved the Findings of No Significant Impact (FONSI) in accordance with NEPA, which concluded the Environmental Clearance of the Project. In adopting Resolution No. 20-046, the Board found that Alternative B, which was designated as the preferred alternative, would better meet the purpose of the Project and need than Alternative A. The Board emphasized that the City of Ontario commissioned a Holt Boulevard Mobility and Streetscape Strategic Plan that is consistent with the proposed improvements included with Alternative B. Accordingly, the Board rejected Alternative A.

The Board further found that the benefits of the Project outweigh the unavoidable environmental impacts. The Board emphasized that the Project (under the approved Alternative B alternative) has significant benefits including, improved travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments' (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA's Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit

opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario's Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the Project with exclusive bus-only lanes on Holt Boulevard. In addition, the Project would facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the Project area. The Project is supported by Caltrans, Districts 7 and 8, and the cities along the Project corridor, including Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. Further, the Board found that the Project would have economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened right-of-way. SBCTA has incorporated mitigation measures into the Project to reduce or eliminate potentially significant or adverse environmental impacts.

On May 7, 2025, SBCTA Staff reviewed the environmental documentation prepared for the Project in connection with SBCTA Staff's review of the proposed acquisition of the Subject Property Interest for the Project. City Staff reviewed the EIR and the FONSI, and related documents. SBCTA Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under which the Project is undertaken, and SBCTA has obtained no new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interest for the Project.

Section 10. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Subject Property Interest, including the improvements thereon, if any, by eminent domain for the Project.

Section 11. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Subject Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Subject Property Interest at the earliest possible time.

Section 12. Executive Director Authority. The Executive Director is authorized to execute all necessary documents in connection with the eminent domain proceeding.

Section 13. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on May 7, 2025 by the following votes:

AYES:

NOES:

ABSENT:

Ray Marquez, Board President
San Bernardino County Transportation Authority

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

DRAFT

EXHIBIT “1”

DRAFT

EXHIBIT 'A'
Legal Description
Temporary Construction Easement

APN: 1049-101-38

That portion of Parcel 1 of Parcel Map No. 8330, in the City of Ontario, County of San Bernardino, State of California, as shown on the map filed in Book 89, Pages 47 and 48 of Parcel Maps in the office of the County Recorder of said County, described as follows:

Commencing at the centerline intersection of Campus Avenue and Holt Boulevard, formerly known as A Street, as shown on said Parcel Map;

thence along the centerline of said Holt Boulevard North $89^{\circ}33'59''$ East 144.11 feet to the northerly prolongation of the easterly line of said Parcel 1;

thence leaving said centerline along said northerly prolongation and said easterly line South $00^{\circ}24'49''$ East 64.09 feet to the **True Point of Beginning**;

thence leaving said easterly line South $87^{\circ}27'12''$ West 73.70 feet to the beginning of a tangent curve concave southeasterly having a radius of 28.00 feet;

thence southwesterly 37.47 feet along said curve through a central angle of $76^{\circ}40'27''$ to the westerly line of said Parcel 1;

thence along said westerly line South $00^{\circ}26'25''$ East 10.82 feet;

thence leaving said westerly line North $89^{\circ}36'04''$ East 10.92 feet;

thence North $00^{\circ}04'43''$ West 11.30 feet;

thence South $89^{\circ}53'45''$ East 72.31 feet;

thence South $02^{\circ}32'48''$ East 4.01 feet;

thence North $87^{\circ}27'12''$ East 5.62 feet to said easterly line;

thence along said easterly line the following three courses:

1. North $00^{\circ}24'29''$ West 3.35 feet to an angle point therein;
2. North $89^{\circ}33'59''$ East 11.00 feet to an angle point therein;
3. North $00^{\circ}24'49''$ West 25.91 feet to the **True Point of Beginning**.

Containing 2,340 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5, 2007.00 epoch. Divide distances shown by 0.999945103 to obtain ground distance.

See Exhibit 'B' attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act (Bus. & Prof. Code §8700).

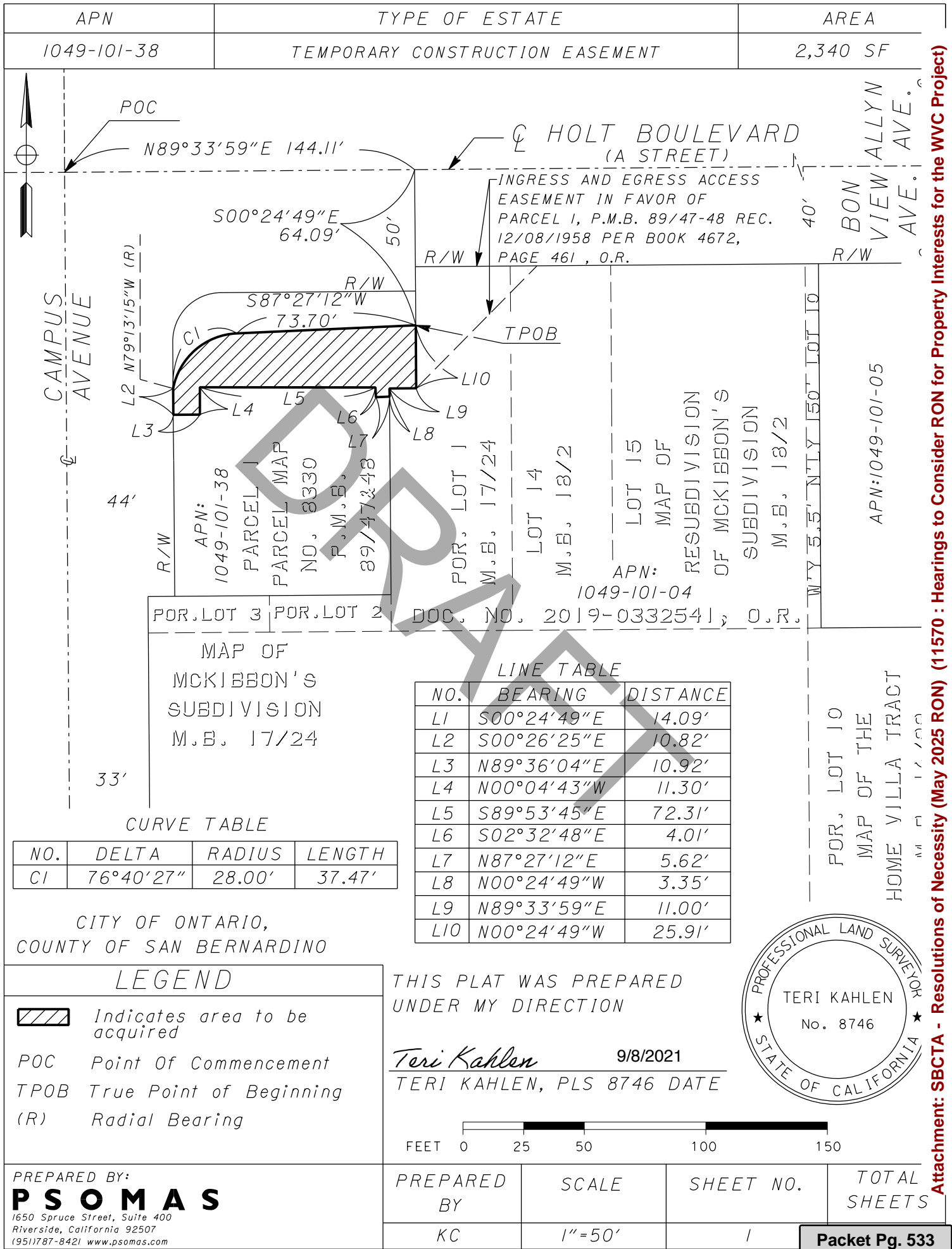
Signature: Teri Kahlen
Teri Kahlen, PLS 8746

Date: 9/8/2021



EXHIBIT B

24.a



Attachment: SBCTA - Resolutions of Necessity (May 2025 RON) (11570 : Hearings to Consider RON for Property Interests for the WVC Project)

Map Check Report

Project: WVC - OC
 Alignment: 1049-101-38 TCE
 Description:

Type	Point Name\ Direction	Length	Northing	Easting	Elevation
POB (	85926)		1845579.01	6670433.77	0.00
	S 87°27'12" W	73.70			
BC (	85927)		1845575.73	6670360.15	0.00
	Radius:	28.00			
	Delta:	76°40'27"			
	Length:	37.47			
	Chord:	34.74			
	Tangent:	22.14			
	Middle Ordinate:	6.04			
	External:	7.70			
	N 2°32'48" W (Radial)				
CC (	85928)		1845547.76	6670361.39	0.00
	S 49°06'59" W (Chord)				
	N 79°13'15" W (Radial)				
EC (	85929)		1845553.00	6670333.89	0.00
	S 0°26'25" E	10.82			
PI (	85933)		1845542.18	6670333.97	0.00
	N 89°36'04" E	10.92			
PI (	85934)		1845542.25	6670344.89	0.00
	N 0°04'43" W	11.30			
PI (	85935)		1845553.56	6670344.88	0.00
	S 89°53'45" E	72.31			
PI (	85936)		1845553.42	6670417.19	0.00
	S 2°32'48" E	4.01			
PI (	85937)		1845549.42	6670417.37	0.00
	N 87°27'12" E	5.62			
PI (	85938)		1845549.67	6670422.99	0.00
	N 0°24'49" W	3.35			
PI (	85939)		1845553.02	6670422.96	0.00
	N 89°33'59" E	11.00			
PI (	85940)		1845553.10	6670433.96	0.00
	N 0°24'49" W	25.91			
POE (	85926)		1845579.01	6670433.77	0.00

Northing Error: -0.00 ft
 Easting Error: -0.01 ft
 Closing Direction: N 82°13'14" E
 Closing Distance: 0.01 ft
 Closed Area: 2340.17 sq ft (0.05 ac)
 Perimeter: 266.42 ft
 Precision: 19039.28

04/29/2025

WEST VALLEY CONNECTOR PROJECT

RESOLUTIONS OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Joy M. Buenaflor
Deputy Director of Transit and Rail Programs
Capital Delivery



cta

San Bernardino County
Transportation Authority

Board of Directors
May 7, 2025

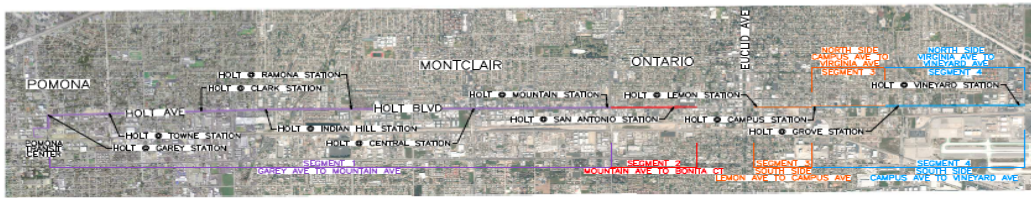
SBCTA IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner



SBCTA Request

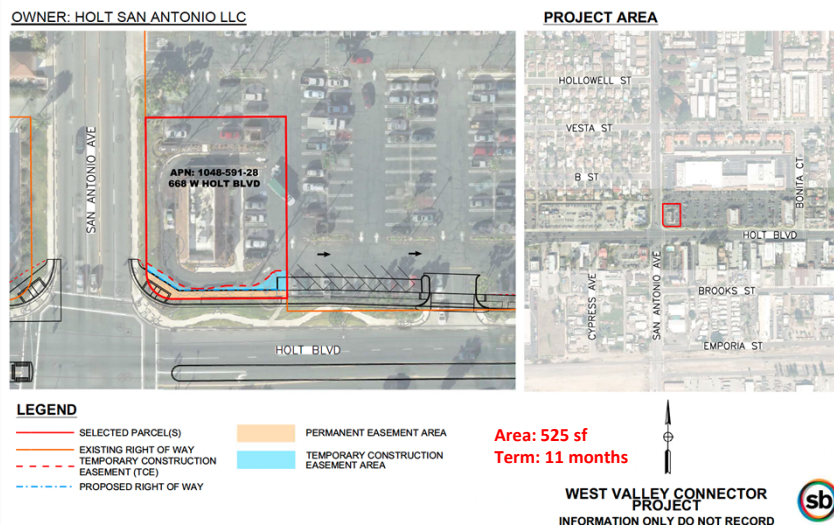
- Connect the Pomona, Montclair, Ontario, and Rancho Cucamonga communities with improved bus service with 10-minute headways during peak hour and 15-minute headways off peak hour and with stops at the Pomona Transit Center, Ontario International Airport, Ontario Mills, Rancho Cucamonga Metrolink Station, and Victoria Gardens
- Construct 21 bus stations serving the 19-mile-long route between the Pomona Transit Center in Pomona and Victoria Gardens in Rancho Cucamonga
- Widen approximately 3.5 miles of Holt Boulevard in Ontario to accommodate dedicated bus lanes and five center-running bus stations
- Introduce transit signal priority at intersections to improve bus service
- Provide enhanced amenities for passengers at stations including bike racks and improved wayfinding signage
- Install pantograph charging to allow for use of sustainable electric bus fleet
- Construct continuous sidewalk along both sides of Holt Boulevard through the City of Ontario to improve pedestrian accessibility



**WEST VALLEY CONNECTOR
PROJECT
INFORMATION ONLY DO NOT RECORD**



West Valley Connector Project

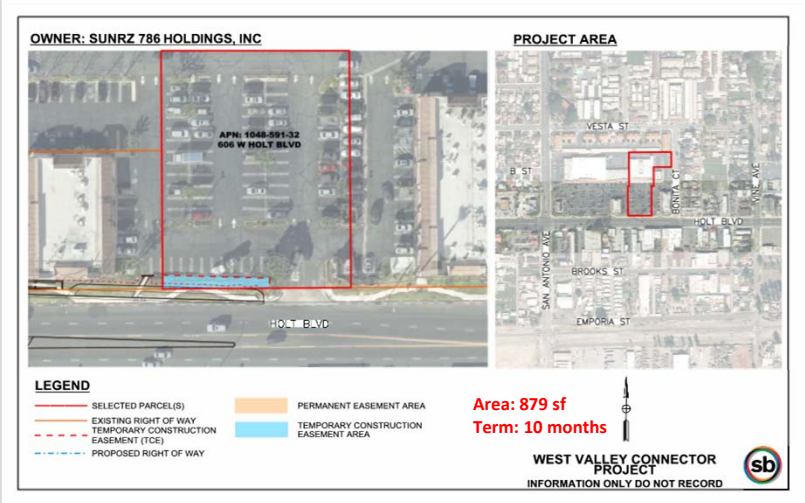


Recommendation: B



Parcel Location

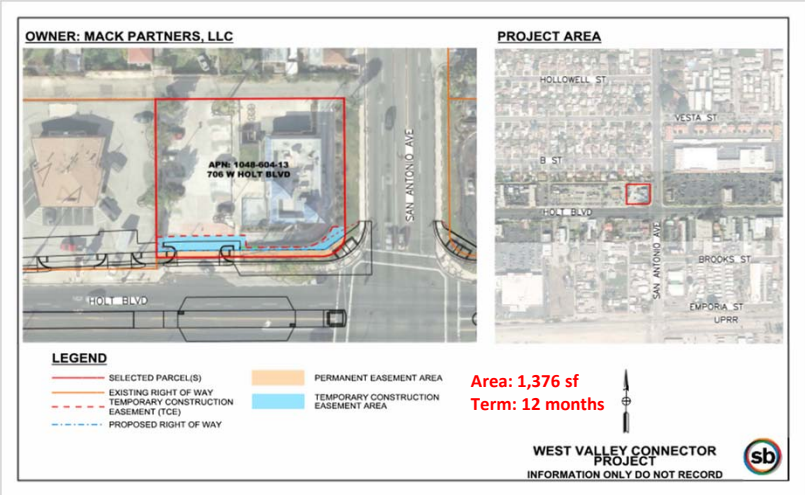
04/29/2025



Recommendation: C



Parcel Location

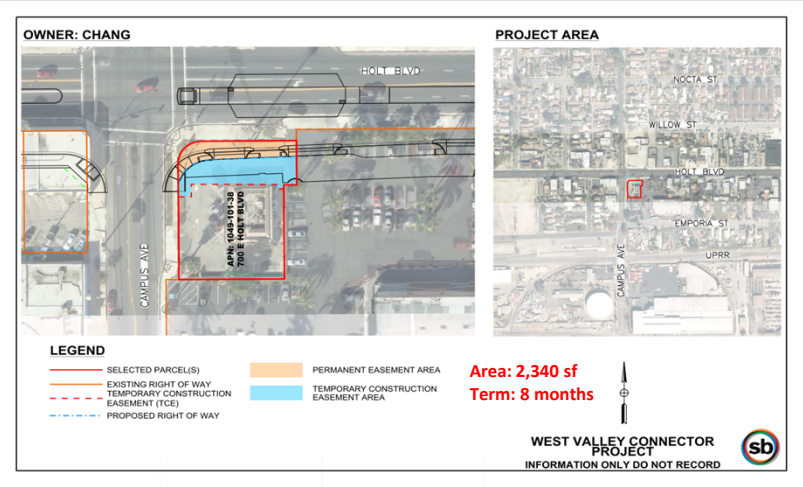


Recommendation: D



Parcel Location

04/29/2025



Recommendation: E



Parcel Location

Communication Summary								
No.	Ownership	Mailing	In Person/Virtual Meeting	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts*	Total
B.	Holt San Antonio, LLC					9		9
C.	Sunrz 786 Holdings, Inc.					9		9
D.	Mack Partners, LLC					5		5
E.	Chang					11		11
*Property visit, phone call and/or email with no response								

Offer of Just Compensation			
Item	Ownership	Offer Date	
B.	Holt San Antonio, LLC	3/6/25	
C.	Sunrz 786 Holdings, Inc.	3/6/25	
D.	Mack Partners, LLC	3/6/25	
E.	Chang	3/6/25	



Communication Summary/
Offer of Just Compensation

04/29/2025

**SBCTA ADOPT A RESOLUTION OF NECESSITY
BASED ON THE FOLLOWING FINDINGS:**

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner



Staff Recommendation

THANK YOU



Minute Action

AGENDA ITEM: 25

Date: May 7, 2025

Subject:

Approve, Revise, and Rescind Certain Policies Related to Board and Committee Meetings

Recommendation:

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

- A. Adopt new Policy No. 10020, Board of Directors.
- B. Approve Revised Policy No. 10000, Policy Committees.
- C. Approve Revised Policy No. 10007, Board of Directors Metro Valley Study Session.
- D. Approve Revised Policy No. 10116, Termination of Employment.
- E. Rescind the following Policies: Policy No. 10001, Authority for the Board President to Make Appointments; Policy No. 10002, Policy Committee Membership; Policy No. 10003, Post Service Restrictions; Policy No. 10005, Board and Policy Committees-Meeting Dates and Times; Policy No. 10010, Participation of City Alternates; Policy No. 10026, Placement of Items on Consent and Discussion Agendas; Policy No. 10050, Payment of Stipends and Expense Reimbursement; and Policy No. 10052, Rules for Addressing the Board of Directors & Policy Committees.

Background:

Since 1989 until present day, San Bernardino County Transportation Authority (SBCTA) has adopted 11 policies relating to the structure, roles and responsibilities, and meetings of the Board of Directors, Policy Committees, and Metro Valley Study Session. In order to simplify and reduce the number of policies needed for the Board and various Committees, staff has merged the content of several policies into three all-inclusive stand-alone policies. Attached are the three proposed all-inclusive policies (Board of Directors, Policy Committees and Metro Valley Study Session), along with the redlined versions of the policies from which the content was taken/removed.

Recommendation A:

Staff is requesting that the Board adopt new Policy No. 10020 related to the Board of Directors, which includes content from the following policies:

1. Policy No. 10001, Authority for the Board President to Make Appointments
2. Policy No. 10003, Post Service Restrictions
3. Policy No. 10005, Board and Policy Committees-Meeting Dates and Times
4. Policy No. 10010, Participation of City Alternates
5. Policy No. 10026, Placement of Items on Consent and Discussion Agendas
6. Policy No. 10050, Payment of Stipends and Expense Reimbursement
7. Policy No. 10052, Rules for Addressing the Board of Directors & Policy Committees

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

Board of Directors Agenda Item

May 7, 2025

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New Policy No. 10020 - Board of Directors, establishes guidelines as they relate to SBCTA and San Bernardino Council of Governments (SBCOG) Board meetings, membership composition, meeting dates, stipends, quorum, and rules and responsibilities of the Board of Directors. This policy also includes Board Presidential authority approved by Board action, records retention responsibility, and post service restrictions.

Recommendation B:

Staff is requesting that the Board approve Revised Policy No. 10000 related to all Policy Committees, which includes content from the following policies:

1. Policy No. 10002, Policy Committee Membership
2. Policy No. 10005, Board and Policy Committees-Meeting Dates and Times
3. Policy No. 10010, Participation of City Alternates
4. Policy No. 10026, Placement of Items on Consent and Discussion Agendas
5. Policy No. 10050, Payment of Stipends and Expense Reimbursement
6. Policy No. 10052, Rules for Addressing the Board of Directors & Policy Committees

The Board has created a number of Policy Committees for the purpose of providing oversight and policy guidance and allowing opportunities for more thorough discussion and understanding of issues. Revised Policy No. 10000, Policy Committees, establishes guidelines as they relate to Policy Committee meetings, membership composition, and roles and responsibilities.

Recommendation C:

Staff is requesting that the Board approve Revised Policy No. 10007 related to the Board of Directors Metro Valley Study Session (MVSS), which includes content from the following policies:

1. Policy No. 10005, Board and Policy Committees-Meeting Dates and Times
2. Policy No. 10010, Participation of City Alternates
3. Policy No. 10026, Placement of Items on Consent and Discussion Agendas
4. Policy No. 10050, Payment of Stipends and Expense Reimbursement
5. Policy No. 10052, Rules for Addressing the Board of Directors & Policy Committees

Board Study Sessions are to review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues specific to the San Bernardino Valley subarea, also called the "Metro Valley," and to provide ongoing policy level oversight related to the full array of SBCTA/SBCOG responsibilities as they pertain specifically to the San Bernardino Valley. Revised Policy No. 10007 establishes guidelines as they relate to MVSS meetings, membership composition, and roles and responsibilities.

Recommendation D:

Staff is requesting that the Board approve Revised Policy No. 10116, Termination of Employment, which includes content from the following policy:

1. Policy No. 10003, Post Service Restrictions

San Bernardino Council of Governments

San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 7, 2025

Page 3

Policy No. 10003 was adopted to prohibit former Board Members and key employees from later lobbying activities with SBCTA or SBCOG, under employment by another organization. Content has been added to both Policy No. 10020 and Revised Policy No. 10116, as it relates to Board and staff, respectively.

Recommendation E:

Staff is requesting that the Board rescind Policy Nos. 10001, 10002, 10003, 10005, 10010, 10026, 10050 and 10052 since the content from all these policies have been merged into the new policy for the Board of Directors (10020), and the revised policies for Policy Committees (10000) and Metro Valley Study Session (10007). These policies are obsolete and no longer needed.

Financial Impact:

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

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to the Board of Directors so that the whole Board has an opportunity to review and discuss the proposed new and revised policies.

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

BOARD OF DIRECTORS – POLICY NO. 10020

- I. Purpose
- II. References
- III. Membership Structure and Quorum (Admin Code & Bylaws)
- IV. Meeting Dates and Times (Policy 10005)
- V. Participation of Alternates (Policy 10010)
- VI. Board Meeting Agendas (Policy 10026)
- VII. Payment of Stipend and Expense Reimbursement (Policy 10050)
- VIII. Presidential Appointments (Policy 10001)
- IX. Rules for Addressing the Board (Policy 10052)
- X. Retention of SBCTA/SBCOG Records (Policy/Procedure 10105)
- XI. Post Service Restrictions (Policy 10003)
- XII. Revision History

San Bernardino County Transportation Authority/San Bernardino Council of Governments	Policy	10020
Adopted by the Board of Directors May 7, 2025	Revised	
Board of Directors	Revision No.	0

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

Table of Contents

| Purpose | References | Membership Structure | Meeting Dates/Times | Alternates | Meeting Agendas | Payment of Stipends | Presidential Appointments | Addressing the Board | Record Retention | Post Service Restrictions | Revision History |

I. PURPOSE

The purpose of this policy is to establish guidelines as they relate to the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) Board of Director meetings, membership composition, and Board roles and responsibilities.

II. REFERENCES

California Public Utilities Code § 130108(a) and § 130815
 Policy 10105, Record Management and Retention
 Policy 10108, Travel and Reimbursement of Expenses
 Policy 11000, Contracting and Procurement Policy
 SBCTA Administrative Code
 SBCOG By-Laws

III. MEMBERSHIP STRUCTURE AND QUORUM *(Content from Admin Code and By-Laws)*

A. Membership

1. SBCTA Board of Directors shall consist of the following members:
 - Five members of the San Bernardino County Board of Supervisors; and
 - One member from each incorporated city or town within San Bernardino County, who shall be either a Mayor or City Council member.
2. Members of the SBCOG Board of Directors shall consist of those jurisdictions, within the County of San Bernardino (city, town, or county), that have executed the Joint Exercise of Powers Agreement relative to the San Bernardino Council of Governments (JPA), and have paid the annual assessments required under the JPA.
 - a. Names of the official representative and alternate shall be provided to the Clerk of the Board by the appointing city, town or county.

B. Chair of the Board of Directors

The Board President will serve as the presiding officer/Chair of the Board of Directors. The Vice President will act in his or her absence. The Board President and Vice President will be selected annually by the Board of Directors at its June meeting.

C. Quorum

A majority of the voting members of the Board constitutes a quorum for the transaction of business.

IV. MEETING DATES AND TIMES *(Content from Policy 10005)*

The Board of Directors has established a standard schedule of one meeting per month. Due to the relatively infrequent meeting schedule, every effort will be made to maintain the standard meeting schedule, which maximizes Board Member participation and maintains momentum on critical agency business.

A. Scheduling Meetings

1. An annual calendar of Board of Directors, Policy Committee, and MVSS meeting dates shall be prepared and presented for adoption. Preparation of the annual meeting calendar will serve to provide advance notice of scheduled meetings and to identify holidays or other events which might impact the standard schedule.
2. In August of each year, the regular Board meeting will not be held.
3. When holidays impact the established meeting schedule, staff will propose an alternative meeting date. When possible, adjusted meeting dates and times will be consolidated to maximize convenience and efficient use of Board Members' time.
4. On occasion, regularly scheduled meetings may conflict with major events which are attended by Board Members. When such instances occur, the potential conflict will be announced to the Board of Directors. Every attempt will be made to maintain the established meeting schedule to ensure that the business of the agency is continued. In those instances when a potential lack of quorum has been confirmed, a revised meeting date or cancellation may be proposed.

B. Procedure for Adjusting Meeting Schedules

1. Staff will attempt to identify the need for adjusted meeting schedules during the preparation of the annual meeting calendar. Adjustments to the regular meeting schedule may be proposed for adoption as part of the annual meeting calendar.
2. Should adjustments to the adopted meeting schedules be required, the Executive Director will confer with the Board President.
3. Upon approval by the Executive Director and Board President, staff will notify Board Members, interested parties, and the public of the adjusted meeting schedule. Adjusted meeting schedules will be posted on the SBCTA website as soon as possible following notification to Board Members and interested parties.

C. Notice of Board Meetings

All meetings of the Board of Directors shall be noticed and posted in accordance with the Ralph M. Brown Act.

D. Scheduling of Special Events

1. Scheduling of SBCTA sponsored special events will be performed in a manner that maximizes Board participation, while recognizing the challenges of coordination among a twenty-nine member Board, associated dignitaries, and project partners.
2. Priority will be given to establishing dates and times which facilitate participation by Board Members representing the area, State and Federal elected officials representing the area, SBCTA officers, and other project stakeholders. Every effort will be made to establish dates which promote Board Member participation and project implementation.
3. The President shall be consulted and provide guidance in establishing special event dates and times, resolving conflicts or facilitating project implementation, as appropriate.

V. PARTICIPATION OF ALTERNATES *(Content from Policy 10010)*

- A. Should a regular City member of the Board be unable to attend a meeting, then the designated alternate for that City may participate and vote in the meeting as the regular Board Member representing that City.
- B. When attendance is taken at a meeting, the regular member or alternate answering as "present" will be that City's representative for the entirety of the meeting except in the following circumstances:
 1. If the alternate answered "present" and the regular member subsequently arrives, the regular member shall represent the City for the remainder of the meeting; or,

2. If the regular member answered "present" and then subsequently affirmatively cedes to the alternate, the alternate shall represent the City for the remainder of the meeting.
- C. No City may have more than one representative participating in a meeting at the same time.
- D. In the event both a City's representative and alternate participate in a single meeting, pursuant to IV.B. above, only one stipend and mileage reimbursement will be paid. The member and alternate may jointly advise the Clerk of the Board which individual shall receive the stipend and mileage reimbursement. In the event no such joint direction is provided, the individual answering "present" when attendance is taken shall receive the stipend and mileage reimbursement.

VI. BOARD MEETING AGENDAS *(Content from Policy 10026)*

Board of Directors agendas shall contain a listing of action items which, as appropriate, incorporates informational, consent, and discussion items. The following rules shall apply in consideration of the listing of items:

A. Informational Calendar

1. Items listed as Informational do not require a vote, and are expected to be routine and non-controversial in nature.

B. Consent Calendar

1. The consent calendar shall be used extensively as a tool to identify routine items, therefore preserving sufficient time for items placed on discussion which require considerable attention and deliberation at the policy level.
2. Any member of the Board of Directors may pull an item from the consent calendar for discussion purposes.

C. Discussion Calendar

1. Items placed on the discussion calendar are presented to the Board to enhance understanding of issues and promote development of informed policy debate and direction.
2. Discussion items may be controversial in nature, or carry significant program, policy or fiscal impact.

D. Committee/MVSS Review

1. It shall be the standard practice for all action items placed before the Board of Directors to be considered first by an appropriate Policy Committee or MVSS.
2. A Policy Committee or MVSS may establish the appropriate placement of items on either consent or discussion calendar of the Board of Directors. In the instance of two or more minority votes at the Policy Committee/MVSS level, the item shall be placed on the discussion calendar of the Board.
3. All recommended actions being presented to the Board of Directors shall contain the Policy Committee or MVSS recommendation. If the recommendation is made by less than a quorum, that fact shall be noted on the Board agenda item.
4. The Board of Directors makes the final determination on all recommendations made by Policy Committees or MVSS.
5. In recognition of time constraints and extenuating circumstances, the Board of Directors acknowledge the need to place action items on agendas which have not had prior Policy Committee or MVSS review. In such instances, the following procedures shall govern the placement of items:
 - a. Staff shall recommend placement of items on the consent or discussion agenda based on information relative to program impact and nature of the item.
 - b. Notations will be made on the face agenda declaring the absence of Policy Committee or MVSS review and citing the reason.
 - c. Justification for the lack of Policy Committee or MVSS review shall be contained in the agenda item under the section marked *Reviewed By*.
 - d. The Executive Director shall approve placement of items on the Board of Directors agenda that have not had prior Policy Committee or MVSS review.

6. The following annual items may be placed directly on the Board's discussion calendar without prior review by a Policy Committee or MVSS:
- Annual Comprehensive Financial Report
 - Appropriations Limitation for Fiscal Year
 - Construction Contract Awards (Policy 11000 - Contracting and Procurement)
 - Fiscal Year Proposed Budget for Adoption
 - Freeway Service Patrol (FSP) Driver Recognition Awards
 - Resolution(s) of Necessity

VII. PAYMENT OF STIPEND AND EXPENSE REIMBURSEMENT *(Content from Policy 10050)*

- A. Board Members shall be paid stipends for attendance at meetings of the Board of Directors as follows:
1. SBCTA Board Members shall receive a stipend of \$100 for attendance at each SBCTA Board of Directors meeting, and other authorized meetings they attend, not to exceed \$400 per month, pursuant to California Public Utilities Code § 130108(a).
 2. SBCOG Board Members shall receive a stipend of \$100 for attendance at each SBCOG Board of Directors meeting, and also may be compensated at a rate not exceeding \$100 for any day attending to the business of SBCOG, not to exceed \$200 per month.
- B. SBCTA Board Members shall receive a stipend of \$100 for their participation in Policy Committee and MVSS meetings, with the exception of Legislative Policy Committee (LPC). No stipend shall be paid for attendance at LPC meetings.
- C. Payment of stipends to Board Members may also be authorized for attendance at other meetings as specifically approved by the Board of Directors.
- D. Board Members appointed to represent SBCTA on the Mobile Source Air Pollution Reduction Review Committee (MSRC) for the South Coast Air Basin shall be paid stipends for attendance at MSRC meetings.
- E. Board Members will be reimbursed for reasonable and necessary expenses when performing duties related to his or her role as a member of the Board of Directors, consistent with the rules adopted in the agency Personnel Policies for regular SBCTA employees.
- F. Designated alternates shall be paid stipends and receive expense reimbursement only when acting as the alternate member for their city in the absence of the primary Board Member. SBCTA shall not pay stipends or expense reimbursement for staff of member jurisdictions.
- G. With the exception of A., above, no Board Member shall be paid more than one stipend payment for any one day.

VIII. PRESIDENTIAL APPOINTMENTS *(Content from Policies 10001)*

A. Presidential Appointments

1. Board Members:
By action of the Board of Directors, the President is authorized to appoint and/or recommend Board Members to the following:
 - Ad Hoc Committees
 - California Association of Councils of Governments (CALCOG)
 - Legislative Policy Committee
 - Inland Regional Energy Network (I-REN)
 - Metro Gold Line Foothill Extension Construction Authority
 - Southern California Association of Governments (SCAG) Subregional Representatives
 - Transit Policy Committee
 - Other such regular or special committee appointment as may be approved by action of the Board of Directors
2. SBCTA/SBCOG Representative:
By action of the Board of Directors, the President is authorized to appoint and/or recommend a representative(s) to the following:

- Mobile Source Air Pollution Reduction Review Committee Technical Advisory Committee (MSRC-TAC)

B. Appointment Procedures

The following procedures shall be followed when making appointments listed above in VIII.A.:

1. All opportunities for appointment of Board Members to regular or special committees shall be noticed in the agenda prior to Presidential appointment.
2. Appointees, Committee Chairs and other appropriate parties shall be notified in writing of Presidential appointments.
3. All Presidential appointments shall be noticed in the Board agenda immediately following the appointment(s) for the purpose of advising the Board of Directors of the status of committee membership and representation.

IX. RULES FOR ADDRESSING THE BOARD *(Content from Policy 10052)*

In order to ensure that all interested members of the public are afforded the opportunity to address items of concern, the following rules shall apply when addressing Board Members during Board of Directors meetings.

A. Opportunity to Speak

1. Any member of the public may address the Board:
 - a. On any discussion item before or during the Board's consideration of the item.
 - b. On any matter that is within the subject matter jurisdiction of the Board at the time provided on the agenda for public comment.
2. In accordance with Government Code § 54954.3(a), no public comment will be allowed during a Board meeting on any item previously considered at a Policy Committee or MVSS meeting, where the opportunity for public comment was provided, unless the item has substantially changed since the Policy Committee or MVSS heard the item.
3. Public comment will be allowed on any item pulled from the Consent Calendar for discussion.
4. All members of the public wishing to address the Board as provided herein may submit a Request to Speak form in advance of the Board's consideration of the item. A separate Request to Speak form may be submitted for each item that a person desires to address. When recognized by the President, the person wishing to address the Board shall, step up to the podium and announce his or her name.

B. Time Limit

1. The President, in the interest of facilitating the business of the Board, shall limit the amount of time which a member of the public may use in addressing the Board to three minutes per item, unless the President, or a majority of the Board, determines that a different limit is appropriate. In addition, the President, in the interest of facilitating the business of the Board, shall limit the total amount of time which a member of the public may use in addressing the Board on all agenda items to twelve minutes, unless the President, or majority of the Board, determines that a different limit is appropriate.
2. An appellant or a named party to an agenda item shall not be subject to the time limitations on that item otherwise specified in B.1. above, but shall be subject to reasonable limitations as determined by the President.

C. Disruptive Conduct

In the event that any meeting of the Board is willfully disrupted by a person or by a group or groups 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 persons willfully disrupting the meeting to leave the meeting or be removed from the meeting.

Disruptive conduct includes 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, or otherwise preventing the Board from conducting its meeting in an orderly manner.

NEW POLICY

X. RETENTION OF SBCTA/SBCOG RECORDS *(Content from Policy/Procedure 10105)*

Board Members are responsible for maintaining any public records created and/or stored through personal account use pursuant to Records Management and Retention Policy No. 10105. Where personal accounts (e.g. email, cell phone, etc.) are used to conduct agency business, Board Members, as custodians of their own records, are required to search those accounts when records requests are made, and respond to the Clerk of the Board concerning whether they have any responsive records. Board Members may be required to execute a declaration concerning their search of private/personal account records.

XI. POST SERVICE RESTRICTIONS *(Content from Policy 10003)*

No member of the Board of Directors, for a period of one year after leaving office, shall, for compensation, act as agent or attorney for, or otherwise represent, any other person by making any formal or informal appearance, or by making any oral or written communication before the Board, any committee or subcommittee thereof, any present Member of the Board, or any officer or employee, if the appearance or communication is made for the purpose of influencing SBCTA or SBCOG action. The restrictions of this section shall not apply to actions undertaken to represent a member agency of SBCTA or SBCOG when a person is serving on the legislative body of the member agency.

XII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New policy adopted by the Board of Directors. Merged content from Policy Nos. 10001, 10003, 10005, 10010, 10026, 10050, and 10052 to create an all inclusive policy for the Board of Directors. Approved XX/XX/25, Board Agenda Item XX.	XX/XX/25

POLICY COMMITTEE – POLICY NO. 10000

- I. Purpose
- II. References
- III. Membership Structure & Composition (Policy 10002)
- IV. Policy Committee Responsibilities (Policy 10000)
- V. Membership Terms (Policy 10002)
- VI. Participation of Alternates – MDC Only (Policy 10010)
- VII. Determining Quorum (Policy 10000)
- VIII. Member Absences (Policy 10002)
- IX. Meeting Dates and Times (Policy 10005)
- X. Committee Meeting Agendas (Policy 10026)
- XI. Payment of Stipend and Expense Reimbursement (Policy 10050)
- XII. Rules for Addressing the Policy Committees (Policy 10052)
- XIII. Revision History

REVISED POLICY

San Bernardino County Transportation Authority/San Bernardino Council of Governments	Policy	10000
Adopted by the Board of Directors	March 1, 1989	Revised
		05/07/25
Policy Committees	Revision No.	20

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

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| [Purpose](#) | [References](#) | [Membership Structure & Composition](#) | Membership Terms | Participation of Alternates | [Determining Quorum](#) | Member Absences | Meeting Dates/Times | Committee Responsibilities | Agenda Placement | Payment of Stipends | Addressing the Committee | [Revision History](#) |

I. PURPOSE

The Board of Directors has created a number of Policy Committees for the purpose of providing oversight and policy guidance relative to the development and implementation of San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) programs. These standing Policy Committees provide opportunities for more thorough discussion and understanding of issues in particular functional or geographic areas, and allow for the involvement of all county supervisors and representatives from each of the cities within the County.

The purpose of this policy is to establish guidelines as they relate to Policy Committee meetings, membership composition, and Committee roles and responsibilities.

II. REFERENCES

California Government Code § 54954.3(a)
 Policy 10108, Travel and Reimbursement of Expenses
 Policy 11000, Contracting and Procurement Policy
 Policy 40020, Independent Taxpayer Oversight Committee (ITOC)

III. MEMBERSHIP STRUCTURE AND COMPOSITION *(Content from Policy 10002)*

Membership on policy committees shall consist of members of the Board of Directors. Committees shall be structured so that a quorum of any committee shall not also constitute a quorum of any other committee.

A. General Policy Committee

The General Policy Committee (GPC) shall be structured to ensure balanced participation by representatives from the East Valley, West Valley, and Mountain/Desert subregions as follows:

- Board President, Vice-President, and Immediate Past President ("Board Officer")
- Chairpersons of all Policy Committees and Board of Directors Metro Valley Study Session (MVSS)
- 4 East Valley members (3 City, 1 County)
- 4 West Valley members (3 City, 1 County)
- 4 Mountain/Desert members (3 City, 1 County)
- City and County members who serve as officers of the Board of Directors, or as chairpersons of Policy Committees or MVSS are counted as one of the members in each subregion.

Membership not held by a Board Officer or chair of a Policy Committee or MVSS shall be elected by caucus of the City or County representatives on the Board of Directors.

Additional members may be added to maintain geographical balance if the chairs of each Committee and the Board Officers are all from either the East Valley, West Valley or Mountain/Desert subregions.

Additional members may also be appointed annually at the discretion of the Board President.

REVISED POLICY

B. Legislative Policy Committee

The Legislative Policy Committee (LPC) shall be structured to ensure balanced participation, to the extent practicable, by representatives from the East Valley, West Valley, and Mountain/Desert subregions as follows:

- Board President, Vice-President, and Immediate Past President
- Four Board Members appointed by the Board President as follows:
 - 1 East Valley member
 - 1 West Valley member
 - 1 Mountain/Desert member
 - 1 County member

C. Mountain/Desert Policy Committee

Due to funding sources and the geographic nature of issues under their purview, the membership of the Mountain/Desert Policy Committee (MDC) shall be limited by geographic area as follows:

- All Board Members representing jurisdictions in the Mountain/Desert subregion

D. Transit Policy Committee

The Transit Policy Committee (TC) is comprised of both Valley and Mountain/Desert subregion representatives as follows:

- 10 Valley members as follows:
 - The two Southern California Regional Rail Authority (SCRRA) primary members
 - The two SCRRA alternate members
 - Up to 6 Valley members appointed by the Board President with an emphasis on ensuring representation from communities with large transit and rail capital projects actively under development
- 2 Mountain/Desert Board Members appointed by the Board President

IV. POLICY COMMITTEE RESPONSIBILITIES *(Content from Policy 10000)*

A. General Policy Committee

The responsibilities of the GPC shall be to:

- Provide general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organizational integrity.
- Provide policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization.
- Provide policy direction related to regional and subregional transportation planning, activities related to the Southern California Association of Governments (SCAG), Air Quality Management Districts, fund administration not specific to a geographic area or to a specific project, Measure I Strategic Plan, Air Quality/Mobility Programs, and inter-county coordination on planning issues of mutual interest.
- Provide oversight of policies, programs and activities of the San Bernardino Council of Governments.
- Serve as policy review committee for any program area which lacks active policy committee oversight.
- Serve as nominating committee for the Independent Taxpayer Oversight Committee (ITOC). (Policy No. 40020)
- Serve as audit oversight. The responsibilities of audit oversight shall be to:
 - Provide a direct contact between the independent auditor and the Board of Directors before, during, and after the annual audit.

REVISED POLICY

- Work with the auditor and staff on reviewing and implementing practices and controls identified in the annual audit.
- Provide auditor with direct access to the Executive Board (Board President, Vice President, and Immediate Past President).

B. Legislative Policy Committee

The responsibilities of the LPC shall be to:

- Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body or agency.
- Review and provide input on drafting of State and Federal legislative platform.
- Make recommendations to the Board of Directors on adoption of State and Legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations.
- Consistent with the Board-adopted platform, take official positions of support or opposition to State and Federal legislation or regulations on behalf of the Board of Directors and report all positions taken to the Board in a timely manner.
 - The item is placed on the subsequent regular meeting agenda of the Board as an Informational Item.
- Receive periodic updates from staff on State and Federal legislative issues.

C. Mountain/Desert Policy Committee

The responsibility of the MDC shall be to:

- Provide ongoing policy level oversight related to the full array of SBCTA/SBCOG responsibilities as they pertain specifically to the Mountain/Desert subregion.
- Provide oversight and implement the Measure I Mountain/Desert Expenditure Plan.

D. Transit Policy Committee

The responsibility of the TC shall be to:

- Provide policy guidance and recommendations to the Board of Directors and SCRRA delegates with respect to commuter rail and transit services in San Bernardino County.
- Provide policy guidance and recommendations to the Board of Directors regarding multi-modal mobility programs.

V. MEMBERSHIP TERMS *(Content from Policy 10002)*

There is no maximum number of terms a Board Member may serve on any Policy Committee.

A. General Policy Committee

Membership shall be for one year from July 1 to June 30 to be consistent with the terms of the Board Officers and Policy Committee Chairs.

B. Legislative Policy Committee

Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years.

C. Mountain/Desert Policy Committee

Membership is for the term of the members of the Board of Directors.

D. Transit Policy Committee

Membership shall consist of two-year terms, to be staggered in such a manner that terms of half of the membership expire annually on December 31, with the exception of the SCRRA representatives whose terms coincide with their respective SCRRA appointment.

REVISED POLICY

VI. PARTICIPATION OF ALTERNATES – MOUNTAIN/DESERT POLICY COMMITTEE ONLY *(Content from Policy 10010)*

- A. Participation of alternates is only permissible for MDC. Should a regular City member of the MDC be unable to attend a meeting, then the designated alternate for that City may participate and vote in the MDC meeting as the regular Board Member representing that City.
- B. When attendance is taken at a meeting, the regular member or alternate answering as “present” will be that City’s representative for the entirety of the meeting except in the following circumstances:
 1. If the alternate answered “present” and the regular member subsequently arrives, the regular member shall represent the City for the remainder of the meeting; or,
 2. If the regular member answered “present” and then subsequently affirmatively cedes to the alternate, the alternate shall represent the City for the remainder of the meeting.
- C. No City may have more than one representative participating in a meeting at the same time.
- D. In the event both a City’s representative and alternate participate in a single meeting, pursuant to VI.B. above, only one stipend and mileage reimbursement will be paid. The member and alternate may jointly advise the Clerk of the Board which individual shall receive the stipend and mileage reimbursement. In the event no such joint direction is provided, the individual answering “present” when attendance is taken shall receive the stipend and mileage reimbursement.

VII. DETERMINING QUORUM *(Content from Policy 10000)*

A quorum shall be required for Policy Committees to conduct business. A quorum shall consist of a majority of the membership of each Policy Committee. In the absence of a quorum, committee members in attendance may consider, discuss, and make recommendations to the Board regarding items on the committee agenda for Board action at its regular meetings.

VIII. MEMBER ABSENCES *(Content from Policy 10002)*

The regular participation of Policy Committee Members is encouraged and essential for appropriate policy oversight and staff direction.

Recognizing that unavoidable absences will occur on an occasional basis, the following procedure is established to address member absences in order to ensure active participation in Policy Committee activities or, as appropriate, to provide the opportunity for rotation of responsibilities to other interested Board Members.

1. Staff shall notify the Board President in the event that any one Policy Committee Member’s unexcused absence from three consecutive Policy Committee meetings.
2. Upon notification by staff, the Board President, or his/her designee, shall contact the Policy Committee Member to discuss the record of absences.
3. Based upon information obtained from the Policy Committee Member and knowledge of the Policy Committee activities, the Board President shall make a determination relative to retention or replacement of the Policy Committee Member.
4. Replacement or appointment of a new Policy Committee Member shall be made in accordance with Section III. above.

IX. MEETING DATES AND TIMES *(Content from Policy 10005)*

The Board of Directors has established a standard schedule of one meeting of each Policy Committee per month. Every effort will be made to maintain the standard monthly meeting schedule, which maximizes Board Member participation and maintains momentum on critical agency business.

REVISED POLICY

A. Scheduling Meetings

1. An annual calendar of Policy Committee meeting dates shall be prepared and presented for adoption. Preparation of the annual meeting calendar will serve to provide advance notice of scheduled meetings and to identify holidays or other events which might impact the standard schedule.
2. In July of each each year, Policy Committee meetings will not be held.
3. When holidays impact the established meeting schedule, staff will propose an alternative meeting date. When possible, adjusted meeting dates and times will be consolidated to maximize convenience and efficient use of Board Members' time.
4. On occasion, regularly scheduled meetings may conflict with major events which are attended by Board Members. When such instances occur, the potential conflict will be announced to the Policy Committee(s). Every attempt will be made to maintain the established meeting schedule to ensure that the business of the agency is continued. In those instances when a potential lack of quorum has been confirmed, a revised meeting schedule may be proposed.

B. Procedure for Adjusting Meeting Schedules

1. Staff will attempt to identify the need for adjusted meeting schedules during the preparation of the annual meeting calendar. Adjustments to the regular meeting schedule may be proposed for adoption as part of the annual meeting calendar.
2. Should adjustments to the adopted annual meeting calendar be required, Executive Staff will confer with the Committee Chair.
3. Upon approval by Executive Staff and the Committee Chair, staff will notify Committee Members, interested parties, and the public of the adjusted meeting schedule. Adjusted meeting schedules will be posted on the SBCTA website as soon as possible following notification to Committee Members and interested parties.

C. Notice of Policy Committee Meetings

All Policy Committee meetings shall be noticed and posted in accordance with the Ralph M. Brown Act.

X. COMMITTEE MEETING AGENDAS *(Content from Policy 10026)*

Policy Committee agendas shall contain a listing of action items which, as appropriate, incorporates informational, and discussion items. The following rules shall apply in consideration of the listing of items:

A. Informational Calendar

1. Items listed as Informational do not require a vote, and are expected to be routine and non-controversial in nature.

B. Discussion Calendar

1. Items placed on the discussion calendar are presented to the Committee to enhance understanding of issues and promote development of informed policy debate and direction.
2. Discussion items may be controversial in nature, or carry significant program, policy or fiscal impact.

C. Committee/MVSS Review

1. It shall be the standard practice for all action items placed before the Board of Directors to be considered first by an appropriate Policy Committee or MVSS.
2. A Policy Committee may establish the appropriate placement of items on either consent or discussion calendar of the Board of Directors. In the instance of two or more minority votes at a Policy Committee, the item shall be placed on the discussion calendar of the Board.
3. The Policy Committee may consider and make recommendations on any items coming before the committee. The Policy Committee may recommend approval, denial, or modification of staff recommendations.
4. All recommended actions being presented to the Board of Directors shall contain the Policy Committee recommendation. If the recommendation is made by less than a quorum, it shall be noted on the Board agenda item.

REVISED POLICY

5. The Board of Directors makes the final determination on all recommendations made by Policy Committees.

XI. PAYMENT OF STIPEND AND EXPENSE REIMBURSEMENT *(Content from Policy 10050)*

- A. SBCTA Board Members shall receive a stipend of \$100 for their participation in Policy Committee meetings, with the exception of Legislative Policy Committee (LPC). No stipend shall be paid for attendance at LPC meetings.
- B. Board Members will be reimbursed for reasonable and necessary expenses when performing duties related to his or her role as a Policy Committee Member, consistent with the rules adopted in the agency Personnel Policies for regular SBCTA employees.
- C. No Board Member shall be paid more than one stipend payment for any one day.

XII. RULES FOR ADDRESSING THE POLICY COMMITTEE *(Content from Policy 10052)*

In order to ensure that all interested members of the public are afforded the opportunity to address items of concern, the following rules shall apply when addressing Committee Members during Policy Committee meetings.

A. Opportunity to Speak

- 1. Any member of the public may address the Committee:
 - a. On any agenda item before or during the Committee's consideration of the item.
 - b. On any matter not on the agenda that is within the subject matter jurisdiction of that particular Policy Committee at the time provided on the agenda for public comment.
- 2. In accordance with Government Code § 54954.3(a), no public comment will be allowed during a Board meeting on any item previously considered by a Policy Committee, where the opportunity for public comment was provided, unless the item has substantially changed since the Committee heard the item.
- 3. All members of the public wishing to address the Committee as provided herein may submit a Request to Speak form in advance of the Committee's consideration of the item. A separate Request to Speak form may be submitted for each item that a person desires to address. When recognized by the Committee Chair, the person wishing to address the Committee shall step up to the podium and announce his or her name.

B. Time Limit

- 1. The Committee Chair, in the interest of facilitating the business of the Policy Committee, shall limit the amount of time which a member of the public may use in addressing the Committee to three minutes per item, unless the Committee Chair, or a majority of the Policy Committee, determines that a different limit is appropriate. In addition, the Committee Chair, in the interest of facilitating the business of the Policy Committee, shall limit the total amount of time which a member of the public may use in addressing the Committee on all agenda items to twelve minutes, unless the Committee Chair, or majority of the Policy Committee, determines that a different limit is appropriate.
- 2. An appellant or a named party to an agenda item shall not be subject to the time limitations on that item otherwise specified in B.1. above, but shall be subject to reasonable limitations as determined by the Committee Chair.

C. Disruptive Conduct

In the event that any Policy Committee meeting is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the Committee Chair may recess the meeting or order the person, group, or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting.

Disruptive conduct includes addressing the Committee without first being recognized, not addressing the subject before the Committee, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Committee from conducting its meeting in an orderly manner.

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XIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	03/01/89
1	Added Section III.B: Admin. Committee	12/06/89
2	Added Section III.C: Major Projects	01/02/91
3	Added Section III.D: Mountain/Desert Committee	06/05/91
4	Added Section III.E: Plans and Programs	09/07/94
5	Added Section V: Procedures	02/03/93
6	Added Section IV: Determining Quorum	02/05/97
7	Changed name from Task Force to Committee.	08/05/98
8	Added the following to Par. III.E: "The Plans and Programs Committee shall have the authority to approve expenditures of up to \$25,000 with Board of Directors ratification to follow", which was approved by the SANBAG Board on July 5, 2000 for Policy 11000 but was never incorporated into this policy. Added links to Policy 11000.	06/13/03
9	Added par. VI; Revision History changed to par. VII.	01/05/05
10	Revised Par. II: Changed DEFINITIONS to REFERENCES and added Policy 10005. Deleted Par. VI. CANCELLATIONS AND CHANGES. New Policy 10005 establishes the protocols for adjusting major meeting dates and times involving members of the SANBAG Board of Directors	01/09/08
11	Paragraph III.B: Added Audit Subcommittee.	11/05/08
12	Par. III.A: Revised committee name – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009.	04/06/11
13	Par. III.E: Eliminated the Plans and Programs Committee. Agenda items specific to the Valley or the Mountain/Desert will go to the Major Projects or Mountain/Desert committees, respectively. Items of a more general nature or that affect the Count as a whole will go to the Administrative Committee. Change was adopted by the Board on September 5, 2012 (Agenda Item 7).	09/05/12
14	Par. II, III, IV, and V: Incorporated changes resulting from renaming of the Administrative Policy Committee to the General Policy Committee and the reclassification of the Major Projects Committee to the Board of Directors Study sessions for Metro Valley Issues. Changes were approved by the Board of Directors on 10/3/12, Agenda Item 30. Approved 11/7/12, Board Agenda Item 28.	11/07/12
15	Par. III.B: Incorporated changes resulting from eliminating the Audit Subcommittee and assigning the responsibility for that function to GPC. Changes were approved by the Board of Directors on 5/13/15, Agenda Item 5.	05/13/15
16	Par. III.A: Revised committee name – was Commuter Rail and Transit Committee. The name change was approved by the Board on April 6, 2016.	04/06/16
17	Revised to be consistent with SB 1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
18	Revised to add Section III D. Legislative Policy Committee	04/01/20
19	Revised Section IV: Determining Quorum	05/05/21
20	Merged content from Policy Nos. 10000, 10002, 10005, 10010, 10026, 10050 and 10052 to create an all inclusive policy for all Policy Committees. Rescind Policy Nos. 10002, 10005, 10010, 10050, and 10052. Approved XX/XX/25, Board Agenda Item XX.	XX/X/25

MVSS – POLICY NO. 10007

- I. Purpose
- II. References
- III. Membership Structure and Quorum (Policy 10007)
- IV. Meeting Dates and Times (Policy 10005)
- V. Participation of Alternates (Policy 10010)
- VI. Final Board Action (Policy 10007)
- VII. MVSS Meeting Agendas (Policy 10026)
- VIII. Payment of Stipend and Expense Reimbursement (Policy 10050)
- IX. Rules for Addressing the Board (Policy 10052)
- X. Revision History

San Bernardino County Transportation Authority/San Bernardino Council of Governments	Policy	10007
Adopted by the Board of Directors November 7, 2012	Revised	05/07/25
Board of Directors Metro Valley Study Session	Revision No.	3

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

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| Purpose | References | Membership Structure & Quorum | Meeting Dates/Times | Participation of Alternates | Final Board Action | Agenda Placement | Payment of Stipends | Addressing the Board | Revision History |

I. PURPOSE

Board Study Sessions are to review, discuss and make recommendations for actions to be taken at regular meetings of the Board of Directors on issues specific to the San Bernardino Valley Subarea (also called the "Metro Valley") and to provide ongoing policy level oversight related to the full array of San Bernardino County Transportation Authority (SBCTA) or San Bernardino Council of Governments (SBCOG) responsibilities as they pertain specifically to the San Bernardino Valley Subarea.

The purpose of this policy is to establish guidelines as they relate to Board of Directors Metro Valley Study Session (MVSS) meetings, membership composition, and MVSS roles and responsibilities.

II. REFERENCES

California Government Code § 54954.3(a)
Policy 10020, Board of Directors
Policy 10108, Travel and Reimbursement of Expenses

III. MEMBERSHIP STRUCTURE AND QUORUM *(Content from Policy 10007)*

A. Membership

All members of the SBCTA Board of Directors shall serve as MVSS members.

B. Chair of the Board Study Sessions

The MVSS Chair will be a Board Member representing a San Bernardino Valley Subarea jurisdiction and will be selected annually by the Board of Directors at the June MVSS meeting.

C. Quorum

A quorum of the MVSS is the same as a quorum of the Board of Directors, i.e., a majority of the Board Members.

If less than a quorum is in attendance at a MVSS meeting, the Board Members in attendance may consider, discuss and make recommendations to the Board regarding items on the agenda for Board action at its regular meetings.

IV. MEETING DATES AND TIMES *(Content from Policy 10005)*

The Board of Directors has established a standard schedule of one MVSS meeting per month. Every effort will be made to maintain the standard monthly meeting schedule, which maximizes Board Member participation and maintains momentum on critical agency business.

A. Scheduling Meetings

1. An annual calendar of MVSS meeting dates shall be prepared and presented for adoption. Preparation of the annual meeting calendar will serve to provide advance notice of scheduled meetings and to identify holidays or other events which might impact the standard schedule.
2. In July of each year, MVSS meetings will not be held.

3. When holidays impact the established meeting schedule, staff will propose an alternative meeting date. When possible, adjusted meeting dates and times will be consolidated to maximize convenience and efficient use of Board Members' time.
4. On occasion, regularly scheduled meetings may conflict with major events which are attended by Board Members. When such instances occur, the potential conflict will be announced to the Board. Every attempt will be made to maintain the established meeting schedule to ensure that the business of the agency is continued. In those instances when a potential lack of quorum has been confirmed, a revised meeting date or cancellation may be proposed.

B. Procedure for Adjusting Meeting Schedules

1. Staff will attempt to identify the need for adjusted meeting schedules during the preparation of the annual meeting calendar. Adjustments to the regular meeting schedule may be proposed for adoption as part of the annual meeting calendar.
2. Should adjustments to the adopted meeting calendar be required, Executive Staff will confer with the MVSS Chair.
3. Upon approval by Executive Staff and the MVSS Chair, staff will notify Board Members, interested parties, and the public of the adjusted meeting schedule. Adjusted meeting schedules will be posted on the SBCTA website as soon as possible following notification to Board Members and interested parties.

C. Notice of MVSS Meetings

All MVSS meetings shall be noticed and posted in accordance with the Ralph M. Brown Act.

V. PARTICIPATION OF ALTERNATES *(Content from Policy 10010)*

- A. Should a regular City member of the MVSS be unable to attend a meeting, then the designated alternate for that City may participate and vote in the MVSS meeting as the regular Board Member representing that City.
- B. When attendance is taken at a meeting, the regular member or alternate answering as "present" will be that City's representative for the entirety of the meeting except in the following circumstances:
 1. If the alternate answered "present" and the regular member subsequently arrives, the regular member shall represent the City for the remainder of the meeting; or,
 2. If the regular member answered "present" and then subsequently affirmatively cedes to the alternate, the alternate shall represent the City for the remainder of the meeting.
- C. No City may have more than one representative participating in a meeting at the same time.
- D. In the event both a City's representative and alternate participate in a single meeting, pursuant to V.B. above, only one stipend and mileage reimbursement will be paid. The member and alternate may jointly advise the Clerk of the Board which individual shall receive the stipend and mileage reimbursement. In the event no such joint direction is provided, the individual answering "present" when attendance is taken shall receive the stipend and mileage reimbursement.

VI. FINAL BOARD ACTION *(Content from Policy 10007)*

During a MVSS meeting, the Board may take final binding action, as to any item within the jurisdiction of SBCTA or SBCOG, under the following circumstances:

- A. The action taken is approved by at least two-thirds of the members of the entire Board; or
- B. The Executive Director, after consultation with the Board President:
 1. Determines that because of time considerations, a Board action is necessary before the next regularly-scheduled Board meeting;
 2. Places an item on the MVSS agenda that clearly states the item is for final action by the Board and sets forth the determination regarding time considerations referenced in the prior subsection (B.1.);
 3. Provides special notice to the Board regarding the item in question when the agenda is sent to the Board; and
 4. All of the following criteria are satisfied:
 - a. A quorum of the Board is in attendance at the MVSS meeting;

- b. A majority of those in attendance finds it is in the best interests of the agency to take final action on the item at the MVSS meeting; and
- c. The item is placed on the subsequent regular meeting agenda of the Board as an Informational Item.

VII. MVSS MEETING AGENDAS *(Content from Policy 10026)*

MVSS agendas shall contain a listing of action items which, as appropriate, incorporates informational and discussion items. The following rules shall apply in consideration of the listing of items:

A. Informational Calendar

- 1. Items listed as Informational do not require a vote, and are expected to be routine and non-controversial in nature.

B. Discussion Calendar

- 1. Items placed on the discussion calendar are presented to the Board to enhance understanding of issues and promote development of informed policy debate and direction.
- 2. Discussion items may be controversial in nature, or carry significant program, policy or fiscal impact.

C. MVSS/Committee Review

- 1. It shall be the standard practice for all action items placed before the Board of Directors to be considered first by MVSS or an appropriate Policy Committee.
- 2. MVSS may establish the appropriate placement of items on either consent or discussion calendar of the Board of Directors. In the instance of two or more minority votes at MVSS, the item shall be placed on the discussion calendar of the Board.
- 3. The MVSS may consider and make recommendations on any items coming before the Board. The MVSS may recommend approval, denial, or modification of staff recommendations.
- 4. All recommended actions being presented to the Board of Directors shall contain the MVSS recommendation. If the recommendation is made by less than a quorum, it shall be noted on the Board agenda item.
- 5. The Board of Directors makes the final determination on all recommendations made by MVSS, unless the circumstances set forth in Section V are met.

VIII. PAYMENT OF STIPEND AND EXPENSE REIMBURSEMENT *(Content from Policy 10050)*

- A. SBCTA Board Members shall receive a stipend of \$100 for their participation in MVSS meetings.
- B. Board Members will be reimbursed for reasonable and necessary expenses when performing duties related to his or her role as a MVSS Member, consistent with the rules adopted in the agency Personnel Policies for regular SBCTA employees.
- C. Designated alternates shall be paid stipends and receive expense reimbursement only when acting as the alternate member for their city in the absence of the primary Board Member. SBCTA shall not pay stipends or expense reimbursement for staff of member jurisdictions.
- D. No Board Member shall be paid more than one stipend payment for any one day.

IX. RULES FOR ADDRESSING THE BOARD *(Content from Policy 10052)*

In order to ensure that all interested members of the public are afforded the opportunity to address items of concern, the following rules shall apply when addressing the Board during MVSS meetings.

A. Opportunity to Speak

- 1. Any member of the public may address the Board at MVSS:
 - a. On any agenda item before or during MVSS's consideration of the item.
 - b. On any matter that is within the subject matter jurisdiction of the MVSS at the time provided on the agenda for public comment.

2. In accordance with Government Code § 54954.3(a), no public comment will be allowed during a Board meeting on any item previously considered by the MVSS, where the opportunity for public comment was provided, unless the item has substantially changed since it was heard at MVSS.
3. All members of the public wishing to address the Board during a MVSS meeting as provided herein may submit a Request to Speak form in advance of the Board's consideration of the item. A separate Request to Speak form may be submitted for each item that a person desires to address. When recognized by the MVSS Chair, the person wishing to address the Board shall step up to the podium and announce his or her name.

B. Time Limit

1. The MVSS Chair, in the interest of facilitating the business of the MVSS, shall limit the amount of time which a member of the public may use in addressing the Board to three minutes per item, unless the MVSS Chair, or a majority of the Board, determines that a different limit is appropriate. In addition, the MVSS Chair, in the interest of facilitating the business of the MVSS, shall limit the total amount of time which a member of the public may use in addressing the Board on all agenda items to twelve minutes, unless the MVSS Chair, or majority of the Board, determines that a different limit is appropriate.
2. An appellant or a named party to an agenda item shall not be subject to the time limitations on that item otherwise specified in B.1. above, but shall be subject to reasonable limitations as determined by the MVSS Chair.

C. Disruptive Conduct

In the event that any MVSS meeting is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the MVSS Chair may recess the meeting or order the person, group, or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting.

Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the MVSS, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner.

X. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New policy adopted by the Board of Directors. Approved 11/7/12, Board Agenda Item 28.	11/07/12
1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
2	Revised to be more inclusive of issues the Metro Valley Study Session could consider and take action on, rather than be limited to Measure I Major Projects issues only.	02/02/22
3	Merged content from Policy Nos. 10005, 10007, 10010, 10026, 10050, and 10052 to create an all inclusive policy for MVSS. Rescinded Policy Nos. 10005, 10010, 10026, 10050, and 10052. Approved XX/XX/25, Board Agenda Item XX.	XX/XX/25

REVISED POLICY

San Bernardino County Transportation Authority	Policy	10116
Adopted by the Board of Directors August 7, 1991	Revised	04/03/1905/07/25
Termination of Employment	Revision No.	45

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I. POLICY

To ensure that employment termination is handled in a legal manner, all employment terminations require the coordination of the Deputy Executive Director and the Executive Director.

The intent of this policy is to ensure that:

- Terminations are handled appropriately and consistent with SBCTA policies.
- The employee being terminated understands all aspects of the separation.
- SBCTA obtains information that may be helpful in improving employee relations.

II. REFERENCES AND DEFINITIONS

Reference: Policy 10117, Disciplinary Actions

Definition: Separation Date or Date of Separation: The last day for which the employee is paid.

III. ADMINISTRATIVE/PROFESSIONAL STAFF AND SENIOR MANAGEMENT

Administrative/professional staff and senior management serve at the pleasure of the appointing authority and may be terminated at any time without right to review or appeal.

IV. SUPPORT STAFF

Support staff employees who have passed probation shall have rights as specified in Policy 10117.

V. TYPES OF EMPLOYMENT TERMINATION

There are two types of termination – voluntary and involuntary.

A. Voluntary Termination**1. Condition**

When an employee signs a resignation for personal or other reasons, the separation is considered voluntary.

2. Notice of Resignation

Employees who voluntarily resign are expected to give written notice of resignation to their immediate supervisor. Generally, a notice of at least two weeks before the planned separation date is expected. The written notice must state the reasons for the resignation. Failure to follow the aforementioned procedure may be cause for denying future employment with SBCTA. A resignation becomes final when the Executive Director accepts the resignation in writing. Once a resignation has been accepted, it is final and may only be rescinded at the discretion of the Executive Director. A

REVISED POLICY

resignation can be accepted by the Executive Director even if it is submitted less than two weeks prior to the planned resignation date.

Employees who wish to discuss concerns about their continued employment before making a final decision to resign are encouraged to speak with Management Services.

3. Pay In Lieu of Notice

Unless the Executive Director determines otherwise, an employee who has submitted a notice of resignation will be permitted to work up to the requested date of separation. This date will be the employee's last day worked and the actual date of separation.

If the Executive Director determines that it is in the best interest of SBCTA to release the employee prior to the requested date of separation, SBCTA may adjust the separation date up to two weeks and provide the employee with compensation equivalent to the potential earnings through the requested date of resignation. If the adjustment is for more than two weeks, the Executive Director must consult with the SBCTA Officers and seek subsequent ratification by the General Policy Committee.

B. Job Abandonment

When an employee has been absent for three consecutive days without prior authorization and without notification for the period of the absence, it will be assumed that the employee has resigned without notice. The last day worked is the date of separation.

Failure to return from an approved leave of absence will also be considered as a voluntary resignation. The approved leave of absence expiration date will be the separation date.

The employee will be given written notice, at his or her address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the agency's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Executive Director before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification.

No employee separated for job abandonment has the right to a post-separation appeal.

C. Involuntary Termination

An involuntary termination is one that is initiated by SBCTA. SBCTA may terminate the employment relationship of employees who serve at the pleasure of the appointing authority, upon notice to the employee.

In the case of non-exempt employees, the process of involuntary termination places certain obligations on SBCTA. Before an involuntary termination is made, supervisors must obtain the counsel and approval of the Deputy Executive Director and the Executive Director. If, after such counsel, the decision for involuntary separation is made, the immediate supervisor should so advise the employee in the presence of another member of management. Refer to Policy 10117.

If an employee is suspected of an offense of a significant nature or violation of a SBCTA policy, rule, or regulation, the employee may be suspended immediately, with pay, while management investigates the alleged offense. Following an investigation of the facts of the situation, termination may or may not follow the suspension.

D. Exit Interview

Whenever possible, the Executive Director or designee will conduct an exit interview with the terminating employee. The exit interview provides an opportunity to obtain information that can assist management in improving employee relations. The exit interview ensures that the employee understands all aspects of the final arrangements and that any outstanding obligations to SBCTA are satisfactorily settled prior to the employee's departure.

REVISED POLICY

VI. POST SERVICE RESTRICTIONS

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

VII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	08/07/91
1	<ul style="list-style-type: none"> - Reformatted policy; added paragraph headings; changed "Association" to "SANBAG" throughout text; changed references from "Director of Finance & Administration" to "Director of Management Services" - Added Paragraphs I.a, II, and IV. - Para. V.A.3: Revised first sentence to add "Unless the Executive Director determines otherwise..."; revised second paragraph. - Para. V.B and V.C: Revised - Para. VI: Added. 	11/07/01
2	Par. V.A. 3: Changed reference to SANBAG Administrative Committee to SANBAG General Policy Committee.	09/20/13
3	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda item 6.	01/04/17
4	Para. V: Revised to include notice and acceptance procedures for resignations and create separate procedures for job abandonment. Change approved by the Board on April 3, 2019, Agenda Item 6.	04/03/19
5	<u>Added Post Service Restrictions provision (Para. VI) from Policy 10003. Policy 10003 rescinded. Approved XX/XX/25, Board Agenda XX.</u>	<u>XX/XX/25</u>

BOARD & POLICY COMMITTEE POLICIES

Policy No.	Title	Action Needed
10000	Policy Committees Relationships & Procedures	REVISE/RENAME - content from Policy Nos. 10002, 10005, 10010, 10026, 10050, and 10052 added to create all-inclusive policy for Policy Committees.
10001	Authority for President to Make Appointments	RESCIND – content added to new policy for Board of Directors (10020).
10002	Policy Committee Membership	RESCIND – content added to Policy No. 10000 (Policy Committees).
10003	Post SANBAG Service Restriction	RESCIND – content added to Policy Nos. 10020 (Board of Directors) and 10116 (Termination of Employment).
10005	SANBAG Board and Policy Committee – Meeting Dates and Times	RESCIND – content added to Policy Nos. 10000 (Policy Committees), 10007 (MVSS) and 10020 (Board of Directors).
10007	Board of Directors Metro Valley Study Sessions for Metro Valley Issues	REVISE/RENAME - content from Policy Nos. 10005, 10010, 10026, 10050, and 10052 added to create all-inclusive policy for MVSS.
10010	Participation of Alternates	RESCIND – content added to Policy Nos. 10000 (Policy Committees), 10007 (MVSS) and 10020 (Board of Directors).
10020	Board of Directors	ADOPT NEW POLICY - content from Policy Nos. 10001, 10003, 10005, 10010, 10026, 10050, and 10052 added to create all-inclusive policy for the Board of Directors.
10026	Placement of Items on Consent & Discussion Agendas	RESCIND – content added to Policy Nos. 10000 (Policy Committees), 10007 (MVSS) and 10020 (Board of Directors).
10050	Payment of Stipend and Expense Reimbursement	RESCIND – content added to Policy Nos. 10000 (Policy Committees), 10007 (MVSS) and 10020 (Board of Directors).
10052	Rules for Addressing the Board of Directors & Policy Committees	RESCIND – content added to Policy Nos. 10000 (Policy Committees), 10007 (MVSS) and 10020 (Board of Directors).

April 2025

Attachment: Board Policy List 4.2025 (10297 : Approve, Revise, and Rescind Certain Policies Related to Board and Committee Meetings)

ORIGINAL REDLINED POLICY

San Bernardino County Transportation Authority	Policy	10000
Adopted by the Board of Directors	March 1, 1989	Revised
		05/05/21
Policy Committees Relationships & Procedures	Revision No.	19

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

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I. PURPOSE

The purpose of this policy is to establish the relationships and procedures by which Policy Committees operate.

II. REFERENCES

[California Government Code § 54954.3\(a\)](#)
[Policy 10108, Travel and Reimbursement of Expenses](#)
[Policy 10002, Policy Committee Membership](#)
[Policy 10005, Board and Policy Committees — Meeting Dates and Times](#)
[Policy 10007, Board of Directors Study Sessions for Metro Valley Issues](#)
 Policy 11000, Contracting and Procurement Policy
[Policy 40020, Independent Taxpayer Oversight Committee \(ITOC\)](#)

III. POLICY

The Board of Directors provides for involvement of all county supervisors and representatives from each of the cities within the County. The size of the Board, however, makes it extremely difficult to engage in detailed discussions of the varied issues which may come forward on any one agenda. The standing policy committees shall be created to provide opportunities for more thorough discussion and understanding of issues in particular functional or geographic areas.

A. Transit Policy Committee

The responsibility of the Transit Policy Committee shall be to:

- Provide policy guidance and recommendations to the Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail and transit services in San Bernardino County.
- Provide policy guidance and recommendations to the Board of Directors regarding multi-modal mobility programs.

B. General Policy Committee

The responsibilities of the General Policy Committee shall be to:

- Provide general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organizational integrity;
- Provide policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;
- ~~Provide policy direction with respect to the countywide Comprehensive Transportation Plan and input into the revisions of the Regional Transportation Plan, the Congestion Management Program (CMP) revisions, and Programming issues related to the CMP Capital Improvement Program, the Regional Transportation Improvement Program (RTIP) and air quality conformity;~~

ORIGINAL REDLINED POLICY

- Provide policy direction related to regional and subregional transportation planning, activities related to the Southern California Association of Governments (SCAG), Air Quality Management Districts, fund administration not specific to a geographic area or to a specific project, Measure I Strategic Plan, Council of Governments, Air Quality/Mobility Programs, and inter-county coordination on planning issues of mutual interest.
- Provide oversight of policies, programs and activities of the San Bernardino Council of Governments.
- Serve as policy review committee for any program area which lacks active policy committee oversight.
- Serve as nominating committee for the Independent Taxpayer Oversight Committee (ITOC). (Policy No. 40020)
- Serve as audit oversight.
The responsibilities of audit oversight shall be to:
 - Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit.
 - Work with the auditor and staff on reviewing and implementing practices and controls identified in the annual audit.
 - Provide auditor with direct access to the Executive Board, ~~consisting of the (Board~~ President, Vice President, and immediate ~~Ppast President)~~ be directly accessible to the Auditor.

~~The General Policy Committee shall have the authority to approve expenditures of up to \$100,000 with Board of Directors ratification to follow. Refer to Policy 11000, Contracting and Procurement Policy.~~

C. Mountain/Desert Policy Committee

The responsibility of the Mountain/Desert Policy Committee shall be to:

- Provide ongoing policy level oversight related to the full array of SBCTA/SBCOG responsibilities as they pertain specifically to the Mountain/Desert subregion.
- ~~The Committee shall also meet in conjunction with the Mountain/Desert Measure I Committee as it carries out responsibilities for~~ Provide oversight and implement the Measure I Mountain/Desert Expenditure Plan.

D. Legislative Policy Committee

The responsibilities of the Legislative Policy Committee shall be to:

- Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body or agency₁.
- Review and provide input on drafting of State and Federal legislative platform₁.
- Make recommendations to the Board of Directors on adoption of State and Legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations₁.
- Consistent with the Board-adopted platform, take official positions of support or opposition to State and Federal legislation or regulations on behalf of the Board of Directors and report all positions taken to the Board in a timely manner₁.
 - The item is placed on the subsequent regular meeting agenda of the Board as an Informational Item.
- Receive periodic updates from staff on State and Federal legislative issues.

IV. DETERMINING QUORUM

A quorum shall be required for Policy Committees to conduct business. A quorum shall consist of a majority of the membership of each Policy Committee. In the absence of a quorum, committee members in attendance may consider, discuss and make ~~informal~~ recommendations to the Board regarding items on the committee agenda for Board action at its regular meetings.

ORIGINAL REDLINED POLICY

V. PROCEDURES (Note: These provisions are covered in Section VI of Policy 10020, Section X of Policy 10000 and Section VII of Policy 10007 - Meeting Agendas)

1. ~~Agenda materials shall indicate which policy and/or technical committees and/or Board Study Session have reviewed the items, shall contain any specific recommendations of committees/Study Session, and shall note whether a quorum was present at the committee or Study Session where the recommendation was made.~~
2. It shall be the standard practice for all action items ~~to come before a Policy Committee or Board Study Session prior to placement on the Board of Directors agenda placed before the Board of Directors to be considered first by an appropriate Policy Committee or MVSS.~~
3. The Policy Committee may consider and make recommendations on any items coming before the committee. The Policy Committee may recommend approval, denial, or a modification of the staff recommendation.
4. All ~~recommendations coming before recommended actions being presented to~~ the Board of Directors shall contain the Policy Committee or ~~Board Study Session~~MVSS recommendation. If the recommendation is made by less than a quorum ~~of the Committee/Study Session, that fact it~~ shall be noted on the Board agenda item.
5. The Board of Directors shall make the final determination on all recommendations presented made by Policy Committees.

VI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	03/01/89
1	Added Section III.B: Admin. Committee	12/06/89
2	Added Section III.C: Major Projects	01/02/91
3	Added Section III.D: Mountain/Desert Committee	06/05/91
4	Added Section III.E: Plans and Programs	09/07/94
5	Added Section V: Procedures	02/03/93
6	Added Section IV: Determining Quorum	02/05/97
7	Changed name from Task Force to Committee.	08/05/98
8	Added the following to Par. III.E: "The Plans and Programs Committee shall have the authority to approve expenditures of up to \$25,000 with Board of Directors ratification to follow", which was approved by the SANBAG Board on July 5, 2000 for Policy 11000 but was never incorporated into this policy. Added links to Policy 11000.	06/13/03
9	Added par. VI; Revision History changed to par. VII.	01/05/05
10	Revised Par. II: Changed DEFINITIONS to REFERENCES and added Policy 10005. Deleted Par. VI. CANCELLATIONS AND CHANGES. New Policy 10005 establishes the protocols for adjusting major meeting dates and times involving members of the SANBAG Board of Directors	01/09/08
11	Paragraph III.B: Added Audit Subcommittee.	11/05/08
12	Par. III.A: Revised committee name – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009.	04/06/11
13	Par. III.E: Eliminated the Plans and Programs Committee. Agenda items specific to the Valley or the Mountain/Desert will go to the Major Projects or Mountain/Desert committees, respectively. Items of a more general nature or that affect the Count as a whole will go to the Administrative Committee. Change was adopted by the Board on September 5, 2012 (Agenda Item 7).	09/05/12
14	Par. II, III, IV, and V: Incorporated changes resulting from renaming of the Administrative Policy Committee to the General Policy Committee and the reclassification of the Major Projects Committee to the Board of Directors Study sessions for Metro Valley Issues. Changes were approved by the Board of Directors on 10/3/12, Agenda Item 30. Approved 11/7/12, Board Agenda Item 28.	11/07/12
15	Par. III.B: Incorporated changes resulting from eliminating the Audit SubCommittee and assigning the responsibility for that function to GPC. Changes were approved by the Board of Directors on 5/13/15, Agenda Item 5.	05/13/15
16	Par. III.A: Revised committee name – was Commuter Rail and Transit Committee. The name change was approved by the Board on April 6, 2016.	04/06/16

ORIGINAL REDLINED POLICY

Revision No.	Revisions	Adopted
17	Revised to be consistent with SB 1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
18	Revised to add Section III D. Legislative Policy Committee	04/01/20
19	Revised Section IV: Determining Quorum	05/05/21

Attachment: Original Policy 10000_Redlined (10297 : Approve, Revise, and Rescind Certain Policies Related to Board and Committee Meetings)

CONTENT MERGED INTO POLICY 10020)

San Bernardino County Transportation Authority	Policy	10001
Adopted by the Board of Directors October 4, 1995	Revised	04/01/20
Authority for the Board President to Make Appointments	Revision No.	7

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I. PURPOSE

The purpose of this policy is to establish guidelines for Presidential appointments to Policy Committees and other committees which may be specified by the Board of Directors.

II. DEFINITIONS (None)

III. POLICY (Note: This provision is covered under Section VIII of Policy 10020 – Presidential Appointments)

By action of the Board of Directors, the President is authorized to appoint and/or recommend for appointment members of the Board of Directors to the following committees:

- Transit Policy Committee
- Legislative Policy Committee
- SCAG ~~Policy Committees~~ Subregional Representatives
- CALCOG
- Other such regular or special committee appointments as may be approved by action of the Board of Directors
- Ad Hoc Committees
- Inland Regional Energy Network (I-REN)
- Metro Gold Line Foothill Extension Construction Authority
- Mobile Source Air Pollution Reduction Review Committee Technical Advisory Committee (MSRC-TAC)

IV. PROCEDURES (Note: This provision is covered under Section VIII of Policy 10020 – Presidential Appointments)

The following procedures shall be followed by the President when making such appointments:

- All opportunities for appointment of Board members to regular or special committees shall be noticed in the agenda prior to the Presidential appointment.
- Appointees, committee chairs and other appropriate parties shall be notified in writing of Presidential appointments.
- All Presidential appointments shall be noticed in the Board agenda ~~announced at the Board of Directors meeting~~ immediately following the appointment/s for the purpose of advising the Board of Directors of the status of committee membership and representation.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	10/04/95
1	Added CALCOG	07/02/97

CONTENT MERGED INTO POLICY 10020)

2	Changed Major Projects Task Force to Major Projects Committee	08/05/98
3	Par. III: Removed SANBAG Major Projects Committee to reflect change in definition of the SANBAG Major Project Committee as "SANBAG Board members representing jurisdictions in San Bernardino Valley serving for indeterminate terms" - see SANBAG Policy 10002. This change makes membership on Major Projects Committee automatic for Valley Board members and eliminates terms of appointment. This structure parallels that of Mountain/Desert Committee. This change was approved by the SANBAG Board on 12/3/03.	12/03/03
4	Par. III: Revised committee name – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009.	04/06/11
5	Par. III: Revised committee name – was Commuter Rail and Transit Committee. The name change was approved by the Board on April 6, 2016.	04/06/16
6	Revised to be consistent with SB 1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
7	Revised to add Legislative Policy Committee to Section III. Policy	04/01/20
8	<u>Content of policy added to new Policy No. 100020 (Board of Directors). Policy No. 10001 rescinded. Approved XX/XX/25, Board Agenda XX.</u>	<u>XX/XX/25</u>

Attachment: Original Policy 10001_Redlined (10297 : Approve, Revise, and Rescind Certain Policies Related to Board and Committee Meetings)

CONTENT MERGED INTO POLICY 10000

San Bernardino County Transportation Authority	Policy	10002
Adopted by the Board of Directors September 6, 1995	Revised	07/05/2023
Policy Committee Membership	Revision No.	19

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I. PURPOSE

The Board of Directors has created a number of Policy Committees for the purpose of providing oversight and policy guidance relative to development and implementation of SBCTA programs. The purpose of this policy is to establish guidelines as they relate to Policy Committee membership structure, composition, terms, and absences.

II. MEMBERSHIP STRUCTURE (Note: These provisions are covered under Section III of Policy 10000 - Membership Structure & Composition)

Due to funding sources and the geographic nature of issues under their purview, the membership of the Mountain/Desert Committee shall be limited by geographic area. The General Policy Committee shall be structured to ensure balanced participation by representatives from the East Valley, West Valley, and Mountain/Desert subregions, as well as city and county interests. The Transit Committee is comprised of both Valley and Mountain/Desert subarea representatives. The Legislative Policy Committee shall be structured to ensure balanced participation, to the extent practicable, by representatives from the East Valley, West Valley, and Mountain/Desert subregions, as well as city and county interests.

Mountain/Desert Policy Committee Membership

The Mountain/Desert Policy Committee is composed of Board Members representing jurisdictions within the Mountain/Desert subregion. Board Member alternates representing the Mountain/Desert subregion may participate when the primary member is absent.

III. MEMBERSHIP COMPOSITION (Note: These provisions are covered under Section III of Policy 10000 - Membership Structure & Composition)

Membership on policy committees shall consist of members of the Board of Directors. Committees shall be structured so that a quorum of any committee shall not also constitute a quorum of any other committee.

- **General Policy Committee**

- President
- Vice President
- Immediate Past President
- All Policy Committee and Board of Directors Study Sessions for Metro Valley Issues (Board Study Session) chairpersons.
- 4 East Valley members (3 City, 1 County)
- 4 West Valley members (3 City, 1 County)
- 4 Mountain/Desert members (3 City, 1 County)
- City and County members who serve as officers of the Board of Directors, or as chairpersons of Policy Committees are counted as one of the members in each subregion.

Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance.

Additional Board Members may be appointed annually at the discretion of the Board President.

CONTENT MERGED INTO POLICY 10000

- **Transit Policy Committee**
 - 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members; up to 6 Valley members appointed by the Board President with an emphasis on ensuring representation from communities with large transit and rail capital projects actively under development.
 - 2 Mountain/Desert Board Members appointed by the Board President.
- **Mountain/Desert Policy Committee**
 - All Board members representing jurisdictions in Mountain/Desert.
 - Alternates may participate in the absence of the primary Board Member.
- **Legislative Policy Committee**
 - Committee shall be composed of the President, Vice-President, Immediate Past President and four Board members appointed by the President or Acting President.
 - 1 East Valley member
 - 1 West Valley member
 - 1 Mountain/Desert member
 - 1 County member

IV. METHODS OF APPOINTMENT (Note: These provisions are covered under Section III of Policy 10000 – Membership Structure & Composition)

The city membership of the General Policy Committee not held by a Board officer or chair of a Policy Committee or of the Board Study Sessions, shall be elected by caucus of the city representatives on the Board of Directors. The County selects their representatives.

The President is authorized to appoint the membership of Transit Policy Committee.

The membership of the Mountain/Desert Policy Committee shall be specified as all Board Members who represent areas within the Mountain/Desert subregion.

The President is authorized to appoint 4 members of the Legislative Policy Committee.

V. MEMBERSHIP TERMS (Note: These provisions are covered in Section V of Policy 10000 – Membership Terms)

~~Appointed and elected membership on the Transit Policy Committee shall consist of two-year terms to be staggered in such a manner that terms of half of the membership expire annually on December 31.~~

~~Membership on the General Policy Committee shall be for one year from July 1 to June 30 to be consistent with the terms of the Officers and Policy Committee Chairs.~~

~~Membership on the Mountain/Desert Policy Committee is for the term of the members of the Board of Directors.~~

~~Members of the Legislative Policy Committee shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years.~~

~~There is no maximum number of terms for any individual member.~~

~~There is no maximum number of terms a Board Member may serve on any Policy Committee.~~

A. General Policy Committee

Membership shall be for one year from July 1 to June 30 to be consistent with the terms of the Board Officers and Policy Committee Chairs.

B. Legislative Policy Committee

Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years.

C. Mountain/Desert Policy Committee

Membership is for the term of the members of the Board of Directors.

CONTENT MERGED INTO POLICY 10000

D. Transit Policy Committee

Membership shall consist of two-year terms, to be staggered in such a manner that terms of half of the membership expire annually on December 31, with the exception of the SCRRA representatives whose terms coincide with their respective SCRRA appointment.

VI. MEMBER ABSENCES (Note: These provisions are covered under Section VIII of Policy 10000 – Member Absences)

The regular participation of Policy Committee members is encouraged and essential to appropriate policy oversight and staff direction.

~~This policy shall establish a procedure whereby absences on the part of Policy Committee members can be addressed in a manner which ensures active participation in committee activities or, as appropriate, to provide the opportunity for rotation of responsibilities. This procedure will provide for other interested Board members to participate on Policy Committees in the case of absences.~~

~~1. Regular participation in Policy Committees is encouraged, recognizing that unavoidable absences will occur on an occasional basis.~~

Recognizing that unavoidable absences will occur on an occasional basis, the following procedure is established to address member absences in order to ensure active participation in Policy Committee activities or, as appropriate, to provide the opportunity for rotation of responsibilities to other interested Board Members

~~2. Should a regular city member of the Mountain/Desert Committee be unable to attend a meeting of that Committee, then the Board of Directors alternate for that city may participate and vote in the Committee as the regular member representing that city. (Note: This provision is covered under Section VI of Policy 10000 – Participation of Alternates)~~

~~31. Staff shall notify the Board President in the event that any one Policy Committee Mmember's isunexcused absence~~ from three consecutive Policy Committee meetings.

~~42. Upon notification by staff, the Board President, or his/her designee, shall contact the Policy Committee mMember to discuss the record of absences.~~

~~53. Based upon information obtained from the Policy Committee mMember and knowledge of the Policy Committee activities, the Board President shall make a determination relative to retention or replacement of the Committee Mmember.~~

~~4. Replacement or aAppointment of new Policy Committee Mmembers shall be made in accordance with Board of Directors policy established for each CommitteeSection III. above.~~

VII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	09/06/95
1	Added Section 10002.6 Membership Terms	09/06/95
2	Added Section 10002.7 Member Absences	11/06/96
3	Changed name of Major Projects Task Force to Major Projects Committee	08/05/98
4	Par. IV: Commuter Rail Committee and Major Projects Committee - membership revised. Par. V: Revised. Par. VI: Revised. For all changes, refer to 12/3/03 SANBAG Board Agenda, Item 5.	12/03/03
5	Par. IV: Commuter Rail Committee - membership revised	05/06/06
6	Par. III: Added Audit Subcommittee. Par. IV: Added second last paragraph. Removed Par. II which as previously titled DEFINITIONS since there were no definitions; renumbered all subsequent paragraphs.	11/05/08
7	Par. VI: Added new par. 2 to allow participation of the alternate; renumbered subsequent paragraphs.	12/03/08
8	Par. II, III, IV, and V: Revised committee name – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009, as well as the appointment of two	04/06/11

CONTENT MERGED INTO POLICY 10000

	additional members representing areas of the Mountain/Desert areas who also serve as members of the Mountain/Desert transit boards.	
9	Par. III: Administrative Policy Committee membership modified to include all Policy Committee chairs and additional appointees as needed to maintain geographic balance. Par. V: Administrative Policy Committee membership modified to change terms – July 1 to June 30 to be consistent with the terms of Officers and Policy Committee chairs.	02/01/12
10	Par. III: Eliminated the Plans and Programs Policy Committee. Par. IV and V: Eliminated references to the Plans and Programs Policy Committee. Change was adopted by the Board on September 5, 2012 (Agenda Item 7).	09/05/12
11	Par. II, III, IV and V: Incorporated changes resulting from renaming of the Administrative Policy Committee to the General Policy Committee and the reclassification of the Major Projects Committee to the Board of Directors Study sessions for Metro Valley Issues. Changes were approved by the Board of Directors on 10/3/12, Agenda Item 30. Approved 11/7/12, Board Agenda Item 28.	11/07/12
12	Board approved cessation of the Audit Subcommittee with transfer of Audit oversight responsibilities to the General Policy Committee. Board Agenda Item 5.	06/03/15
13	Par. II, III, IV, and V: Revised committee name – was Commuter Rail and Transit Committee. The name change was approved by the Board on April 4, 2016.	04/06/16
14	Removed reference to the Measure I Committee established in the original measure. Made minor grammatical errors and inserted reference to the County selecting their representative to the General Policy Committee.	06/23/16
15	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
16	Par. III: Removed requirement for the Mountain/Desert Board Members appointed to the Transit Committee serve on the Board of a Mountain/Desert transit agency.	03/06/19
17	Revised to add Legislative Policy Committee to Section II. Membership Structure, Section III Membership Composition, Section IV. Methods of Appointment and Section V. Membership Terms.	04/01/20
18	Revised Section V. Membership Terms – changed LPC terms expiring from “odd numbered years” to “even numbered years”. Changed approved by the BOD on September 1, 2021, Agenda Item 22.	09/01/21
19	*General Policy Committee membership temporarily modified to revise composition of East Valley to 2 City members and 2 County members. Revision to expire June 30, 2024	07/05/23
<u>20</u>	<u>Content of policy added to Policy No. 100000 (Policy Committees). Policy No. 10002 rescinded. Approved XX/XX/25, Board Agenda XX.</u>	<u>XX/XX/25</u>

Attachment: Original Policy 10002_Redlined (10297 : Approve, Revise, and Rescind Certain Policies Related to Board and Committee Meetings)

CONTENT MERGED INTO POLICIES 10020 & 10116

San Bernardino County Transportation Authority	Policy	10003
Adopted by the Board of Directors September 4, 1996	Revised	01/04/17
Post Service Restrictions	Revision No.	1

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I. PURPOSE

The purpose of this policy is to prohibit former SBCTA or SANBAG Board members and key employees from later lobbying activities with SBCTA or SANBAG, under employment by some other organization.

II. DEFINITIONS (None)

III. POLICY

This policy does not prohibit a person's exercise of civil rights in terms of relating to SBCTA or SANBAG purely on his or her own behalf. It does relate to representation on behalf of others for compensation.

IV. BOARD OF DIRECTORS (Note: This provision is covered under Section XI of Policy 10020 – Post Service Restrictions)

No member of the Board of Directors, for a period of one year after leaving office, shall, for compensation, act as agent or attorney for, or otherwise represent, any other person by making any formal or informal appearance, or by making any oral or written communication before the Board, any committee or subcommittee thereof, any present Member of the Board, or any officer or employee, if the appearance or communication is made for the purpose of influencing SBCTA or SANBAG action. The restrictions of this section shall not apply to actions undertaken to represent a member agency of SBCTA or SANBAG when a person is serving on the legislative body of the member agency.

V. KEY EMPLOYEES (Note: This provision is covered under Section VI of Policy 10116 – Post Service Restrictions)

No designated employee, ~~any officer, employee, or consultant~~ who holds a position which entails the making, or participation in the making, of decisions which may foreseeably have a material effect on any financial interest, for a period of one year after leaving ~~office or employment~~, shall, for compensation, act as agent or attorney for, or otherwise represent, any other person, by making any formal or informal appearance, or by making any oral or written communication, before the Board or any committee or subcommittee thereof, any member of the Board, or any officer or employee, if the appearance or communication is made for the purpose of influencing administrative or Board action, or influencing any

CONTENT MERGED INTO POLICIES 10020 & 10116

action or proceeding involving the issuance, amendment, awarding or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property.

VI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	09/04/96
1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
<u>2</u>	<u>Content of policy added to new Policy No. 100020 (Board of Directors) and Policy 10116 (Termination of Employment). Policy No. 10003 rescinded. Approved XX/XX/25, Board Agenda XX.</u>	<u>XX/XX/25</u>

CONTENT MERGED INTO POLICIES 10020, 10000 & 10007

San Bernardino County Transportation Authority	Policy	10005
Adopted by the Board of Directors January 9, 2008	Revised	01/04/17
Board and Policy Committees - Meeting Dates and Times	Revision No.	3

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I. PURPOSE

- A. The purpose of this policy is to establish protocols that shall be used in establishing and adjusting major meeting dates and times involving members of the Board of Directors.
- B. This policy provides guidance for establishing and adjusting major meeting schedules, including:
 - (1) meetings of the Board of Directors, and policy committees, and
 - (2) special events which are attended by members of the Board of Directors and other elected representatives.
- C. The Board of Directors has established a standard schedule of one meeting a month. Due to the relatively infrequent meeting schedule, every effort will be made to maintain the standard meeting schedule, which maximizes Board Member participation and maintains momentum on critical agency business.

II. SCHEDULING MEETINGS (Note: These provisions are covered under Section IV of Policy 10020, Section IX of Policy 10000 and Section IV of Policy 10007 – Meeting Dates and Times)

- ~~A. Standard meeting dates and time are established for meetings of the Board of Directors and Board policy committees as approved by the Board of Directors.~~
- ~~B. Committees of the Board of Directors are established for the purpose of obtaining policy guidance and oversight of projects and programs of the agency. Consequently, Board Member participation is essential to fulfilling the purpose of any established committee.~~
- ~~C1. An annual calendar of Board of Directors and policy committee meeting dates shall be prepared and presented for adoption. Preparation of the annual meeting calendar will serve to provide advance notice of scheduled meetings and to identify holidays or other events which might impact the standard schedule.~~
- ~~D2. In July of each each year, Policy Committee meetings and Board for Directors Study Sessions for Metro Valley Issues will not be held, and in August of each year, the regular Board meeting will not be held.~~
- ~~E. It is anticipated that committees may not be required to meet every month throughout the year, due to the lack of pressing business. In such cases, a bi-monthly schedule may be adopted or a monthly meeting schedule will be prepared to reserve potential meeting dates on Board Member calendars. Should it be determined that a meeting is not required on a scheduled meeting date, the meeting will be cancelled and noticed appropriately.~~
- ~~F3. When holidays occur which will impact the established meeting schedule, staff will propose an alternative meeting date that best replicates the established meeting schedule; i.e., meeting day and times. When possible, adjusted meeting dates and times will be consolidated to maximize convenience and efficient use of Board Members' time.~~
- ~~G4. On occasion, regularly scheduled meetings may conflict with major events which are attended by Board mMembers of the Board of Directors. When such instances occur, the potential conflict will be announced to the Board of Directors and/or Committee. Every attempt will be made to maintain the established meeting schedule to ensure that the business of the agency is continued. In those~~

CONTENT MERGED INTO POLICIES 10020, 10000 & 10007

instances when a potential lack of quorum ~~or absence of five members of the Board of Supervisors from the Board of Directors meeting~~ has been confirmed, a revised meeting date or cancellation schedule will~~may~~ be proposed.

~~H. Special meetings of the Board of Directors will be called in accordance with the Ralph M. Brown Act.~~

III. PROCEDURE FOR ADJUSTING MEETING SCHEDULES (Note: These provisions are covered under Section IV of Policy 10020, Section IX of Policy 10000 and Section IV of Policy 10007 – Meeting Dates and Times)

- A. Staff will attempt to identify the need for adjusted meeting schedules during the preparation of the annual meeting schedule. Adjustments to the regular meeting schedule may be proposed for adoption as part of the annual meeting ~~schedule~~calendar.
- B. Should adjustments to the adopted meeting schedule be required, ~~senior~~Executive ~~s~~Staff will confer with ~~leadership~~the Board President (Committee/MVSS Chair) ~~or committee chair, as appropriate to the circumstance.~~
- C. Upon approval by the ~~leadership~~Executive Director and Board President (Executive Staff and Committee/MVSS Chair) ~~or chair~~, staff will notify Board/Committee Members, interested parties, and the public of the adjusted meeting schedule. ~~Appropriate means of notification may include mailed notices, email notices, faxed notices, and telephone notifications, as appropriate to the circumstances.~~ Adjusted meeting schedules will be posted on the SBCTA web site as soon as possible following ~~direct~~ notification of Board/Committee Members and interested parties.

IV. NOTICE OF BOARD MEETINGS (Note: These provisions are covered under Section IV of Policy 10020, Section IX of Policy 10000 and Section IV of Policy 10007 – Meeting Dates and Times)

All meetings of the Board of Directors and policy committees shall be noticed and posted in accordance with the Ralph M. Brown Act.

V. SCHEDULING OF SPECIAL EVENTS (Note: These provisions are covered under Section IV of Policy 10020 – Meeting Dates and Times)

- A. Scheduling of SBCTA sponsored special events will be performed in a manner that maximizes Board participation, while recognizing the challenges of coordination among a twenty-nine member Board, associated dignitaries, and project partners.
- B. Priority will be given to establishing dates and times which facilitate participation by Board ~~m~~Members representing the area, State and ~~f~~Federal elected officials representing the area, SBCTA officers, and other project stakeholders. Every effort will be made to establish dates which promote Board Member participation and project implementation.
- C. The President shall be consulted and provide guidance in establishing special event dates and times~~s~~, resolving conflicts or facilitating project implementation, as appropriate.

VI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors	01/09/08
1	Added Par. II.D: In July of each each year, Policy Committee meetings will not be held, and in August of each year, the Board meeting will not be held. Approved by the Board on 9/5/12, Agenda Item 6.	09/05/12
2	Par. II.D: Added Board of Directors Study Sessions for Metro Valley Issues Par. II.G: Changed "insure" to "ensure". Approved 11/7/12, Board Agenda Item 28.	11/07/12
3	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
<u>4</u>	<u>Content of policy added to new Policy No. 100020 (Board of Directors), Policy 10000 (Policy Committees) and Policy 10007 (Metro Valley Study Session). Policy No. 10005 rescinded. Approved XX/XX/25, Board Agenda XX.</u>	<u>XX/XX/25</u>

San Bernardino County Transportation Authority	Policy	10007
Adopted by the Board of Directors November 7, 2012	Revised	02/02/22
Board of Directors Study Sessions for Metro Valley <u>Study Session Issues</u>	Revision No.	2

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Purpose Policy Revision History

I. PURPOSE

The purpose of this policy is to establish the jurisdiction of and authorized actions that may be taken at Board Study Sessions.

II. POLICY

Board Study Sessions are to review, discuss and make recommendations for actions to be taken at regular meetings of the Board on issues specific to the San Bernardino Valley Subarea (also called the "Metro Valley") and to provide ongoing policy level oversight related to the full array of San Bernardino County Transportation Authority (SBCTA) or San Bernardino Council of Governments (SBCOG) responsibilities as they pertain specifically to the San Bernardino Valley Subarea.

A. Quorum (Note: This provision covered under Section III – Membership Structure and Quorum)

A quorum of ~~a Board Study Session~~the MVSS is the same as a quorum of the Board of Directors, i.e., a majority of the Board members.

Less Than Quorum: If less than a quorum is in attendance at a ~~Board Study Session~~MVSS meeting, the Board members in attendance may consider, discuss and make recommendations to the Board regarding items on the ~~Study Session~~ agenda for Board action at its regular meetings.

B. Exception (Note: This provision covered under Section VI – Final Board Action)

During a ~~Board Study Session~~MVSS meeting, the Board may take final binding actions ~~of the Board~~, as to any item within the jurisdiction of SBCTA or ~~SANBAGS~~SBCOG, under the following circumstances:

1. The action taken is approved by at least two-thirds of the members of the Board; or
2. The Executive Director, after consultation with the Board President:
 - a. determines that because of time considerations, a Board action is necessary before the next regularly-scheduled Board meeting;
 - b. places an item on the ~~Study Session~~MVSS agenda that clearly states the item is for final action by the Board and sets forth the determination regarding time considerations referenced in the prior subsection (II.B.2.a.);
 - c. provides special notice to the Board regarding the item in question when the agenda is sent to the Board; and
 - d. all of the following criteria are satisfied:
 - (1) A quorum of the Board is in attendance at the ~~Study Session~~MVSS meeting;
 - (2) A majority of those in attendance finds it is in the best interests of the agency to take final action on the item at the ~~Study Session~~MVSS meeting; and
 - (3) The item is placed on the subsequent regular meeting agenda of the Board as an ~~"information only"~~ information only item.

C. Chair of the Board Study Sessions (Note: This provision covered under Section III – Membership Structure and Quorum)

The MVSS Chair will be a Board member representing a San Bernardino Valley Subarea jurisdiction and will be selected annually by the Board of Directors at the June MVSS Study Session meeting.

III. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New policy adopted by the Board of Directors. Approved 11/7/12, Board Agenda Item 28.	11/07/12
1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
2	Revised to be more inclusive of issues the Metro Valley Study Session could consider and take action on, rather than be limited to Measure I Major Projects issues only.	02/02/22

CONTENT MERGED INTO POLICIES 10020, 10000 & 10007

San Bernardino County Transportation Authority	Policy	10010
Adopted by the Board of Directors	May 4, 2022	Revised
		06/01/22
Participation of City Alternates	Revision No.	1

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I. PURPOSE

The purpose of this policy is to establish the rules and procedures for attendance of City alternates at Board and Policy Committee meetings.

II. REFERENCES

Policy 10002, Policy Committee Membership
Policy 10005, Board and Policy Committees – Meeting Dates and Times
Policy 10007, Board of Directors Study Sessions for Metro Valley Issues

III. POLICY

The Board of Directors provides for involvement of all county supervisors and representatives from each of the cities within the County. In addition to their regular member, member Cities also designate alternates. This allows Cities to participate in Board meetings when the regular member is unable to attend.

IV. PROCEDURES (Note: These provisions are covered under Section V of Policy 10020, Section VI of Policy 10000 and Section V of Policy 10007 – Participation of Alternates)

- A. ~~Alternates may participate in meetings of the Board of Directors and Metro Valley Study Session. Alternates may not participate in policy committee meetings, with the exception of Mountain/Desert Policy Committee. Should a regular City member of the Board (MVSS or MDC) be unable to attend a meeting, then the designated alternate for that City may participate and vote in the meeting (MVSS or MDC) as the regular Board Member representing that City.~~
- B. When attendance is taken at a meeting, the regular member or alternate answering as “present” will be that City’s representative for the entirety of the meeting except in the following circumstances:
 1. If the alternate answered “present” and the regular member subsequently arrives, the regular member shall represent the City for the remainder of the meeting; or,
 2. If the regular member answered “present” and then subsequently affirmatively cedes to the alternate, in which case the alternate shall represent the City for the remainder of the meeting.
- C. No City may have more than one representative participating in a meeting at the same time.
- D. In the event both a City’s representative and alternate participate in a single meeting, pursuant to IV.B., above, only one stipend and mileage reimbursement will be paid. The member and alternate may jointly advise the Clerk of the Board which individual shall receive the stipend and mileage reimbursement. In the event no such joint direction is provided, the individual answering “present” when attendance is taken shall receive the stipend and mileage reimbursement.

V. REVISION HISTORY

CONTENT MERGED INTO POLICIES 10020, 10000 & 10007

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors. Approved by the Board on May 4, 2022, Agenda Item 5.	05/04/2022
1	Correction to Policy Number. Approved by the Board on June 1, 2022, Agenda Item 10.	06/01/2022
<u>2</u>	<u>Content of policy added to new Policy No. 100020 (Board of Directors), Policy No. 10000 (Policy Committees) and Policy 10007 (Metro Valley Study Session). Policy No. 10010 rescinded. Approved XX/XX/25, Board Agenda XX.</u>	<u>XX/XX/25</u>

Attachment: Original Policy 10010_Redlined (10297 : Approve, Revise, and Rescind Certain Policies Related to Board and Committee Meetings)

CONTENT MERGED INTO POLICIES 10020, 10000 & 10007

San Bernardino County Transportation Authority	Policy	10026
Adopted by the Board of Directors December 6, 1995	Revised	04/01/20
Placement of Items on Consent and Discussion Agendas	Revision No.	7

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I. PURPOSE

This policy establishes guidelines for the placement of items on consent and discussion agendas for Board of Directors and Policy Committees.

II. DEFINITIONS

Policy Committees. Created as subcommittees by the Board of Directors, the Policy Committees provide oversight and policy guidance concerning development and implementation of SBCTA programs. Membership is composed of the Board of Directors and includes the General Policy Committee, Transit Policy Committee, Mountain/Desert Policy Committee and the Legislative Policy Committee.

III. POLICY (Note: These provisions are covered in Section VI of Policy 10020, Section X of Policy 10000 and Section VII of Policy 10007 – Meeting Agendas)

Consent and Discussion Items. Board of Directors and Policy Committee agendas shall contain a listing of action items which, as appropriate, incorporates ~~both informational~~, consent and discussion items. ~~Items listed as Informational do not require a vote, and are expected to be routine and non-controversial in nature. The consent calendar shall be composed of items which are routine and non-controversial in nature.~~ Items placed on the discussion calendar are presented to the Board (or Committee) ~~those which are accompanied by presentations which to~~ enhance understanding of issues and promote development of informed policy debate and direction. The following rules shall apply in consideration of the listing of items:

- Discussion items may be ~~which are of~~ controversial in nature, ~~shall be placed on the discussion agenda, as well as items which or~~ carry significant programmatic, policy or fiscal impact.
- The consent calendar shall be used extensively as a tool to identify routine items, therefore preserving sufficient time for items placed on discussion which require considerable attention and deliberation at the policy level.
- Any member of the Board of Directors or a Policy Committee may pull an item from the Consent Calendar for discussion purposes.
- It shall be the standard practice for all action items placed before the Board of Directors to be considered first by an appropriate Policy Committee or MVSS.
- A Policy Committees or MVSS may establish the appropriate placement of items on either consent or discussion agendas of the Board of Directors. In the instances of two or more minority votes at the Policy Committee/MVSS level, the item shall be placed on the discussion agenda of the Board.
- In recognition of time constraints and extenuating circumstances, the Board of Directors acknowledges the need to place action items on agendas which have not had Policy Committee or MVSS review. In such instances, the following procedures shall govern the placement of items:

CONTENT MERGED INTO POLICIES 10020, 10000 & 10007

- a. ~~Staff shall recommend p~~Placement of items on consent or discussion agendas ~~s shall be made by staff based on the best available~~ information relative to programmatic impact and the ~~routine or non-controversial~~ nature of the ~~action~~item.
- b. Notations will be made on the face agenda declaring the absence of Policy Committee or MVSS review and citing the reason.
- c. Justification for the lack of Policy Committee review shall be contained in the agenda item under the section marked *Reviewed By*. The Executive Director shall approve placement of items on the Board of Directors agenda that have not had prior Policy Committee or MVSS review.
- #. The following annual items may be placed directly on the Board's discussion calendar without prior review by a Policy Committee or MVSS:
- Annual Comprehensive Financial Report
 - Appropriations Limitation for Fiscal Year
 - Construction Contract Awards (Policy 11000 - Contracting and Procurement)
 - Fiscal Year Proposed Budget for Adoption
 - Freeway Service Patrol (FSP) Driver Recognition Awards
 - Resolution of Necessity

Note: The following provisions are contained in Policy 10000 (Policy Committees) and 10007 (Board of Directors Metro Valley Study Sessions) only.

- #. The Policy Committee/MVSS may consider and make recommendations on any items coming before the committee. The Policy Committee/MVSS may recommend approval, denial, or modification of staff recommendations.
- #. All recommended actions being presented to the Board of Directors shall contain the Policy Committee/MVSS recommendation. If the recommendation is made by less than a quorum, it shall be noted on the Board agenda item.
- #. The Board of Directors makes the final determination on all recommendations made by Policy Committees/MVSS.

IV. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	12/06/95
1	- Para. 1.5: Added "In the instances of two or more minority votes at the Policy Committee level, the item shall be placed on the discussion agenda of the Board." - Para. 1.6.3: Added "The Executive Director shall approve placement of items on the Board of Directors agenda that have not had prior Policy Committee review."	06/02/99
2	Board reaffirmed the current policy, specifically paragraphs III.1 through 5; reformatted policy to SANBAG's current standard policy format.	10/01/08
3	Par. II: Revised name of committee – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009.	04/06/11
4	Par. II: Revised the name of the Administrative Committee to General Policy Committee; deleted the Major Projects Committee and the Plans and Programs Committee. This update does not require Board approval since the the agenda items for the renaming and deletion of policy committees have already addressed these changes.	01/24/13
5	Par. II: Revised name of committee – was Commuter Rail and Transit Committee. The name change was approved by the Board on April 6, 2016.	04/06/16
6	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
7	Revised to add Legislative Policy Committee to Section II. Definitions.	04/01/20

CONTENT MERGED INTO POLICIES 10020, 10000 & 10007

<u>8</u>	<u>Content of policy added to new Policy No. 100020 (Board of Directors), Policy No. 10000 (Policy Committees) and Policy 10007 (Metro Valley Study Session). Policy No. 10026 rescinded. Approved XX/XX/25, Board Agenda XX.</u>	<u>XX/XX/25</u>
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CONTENT MERGED INTO POLICIES 10020, 10000 & 10007

San Bernardino County Transportation Authority	Policy	10050
Adopted by the Board of Directors February 5, 1997	Revised	04/01/20
Payment of Stipends and Expense Reimbursement	Revision No.	5

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I. PURPOSE

The purpose of this policy is to provide clarity with respect to persons and activities eligible for stipend and expense reimbursements.

II. REFERENCES

SBCTA Policy Committees - Created as subcommittees by the SBCTA Board of Directors, the SBCTA Policy Committees provide policy guidance in the development and implementation of SBCTA programs. Refer to Policy 10002, SBCTA Policy Committee Membership.

California Public Utilities Code Section 130108

130108. (a) Each member of a commission may be compensated at a rate not exceeding one hundred dollars (\$100) for any day attending to the business of the commission, but not to exceed four hundred dollars (\$400) in any month, and the necessary traveling and personal expenses incurred in the performance of his or her duties as authorized by the commission. Members of the San Bernardino County Transportation Authority shall be compensated pursuant to this subdivision.

III. POLICY (Note: These provisions are covered in Section VII of Policy 10020, Section XI of Policy 10000 and Section VIII of Policy 10007 – Payment of Stipend and Expense Reimbursement)

A. ~~Board Members of the SBCTA Board of Directors shall be paid stipends for attendance at meetings of the Board of Directors in the amount established by the SBCTA Board of Directors as follows:~~

1. ~~SBCTA Board Members shall receive a stipend of \$100 for attendance at each SBCTA Board of Directors meeting, and other authorized meetings they attend, not to exceed \$400 per month, pursuant to California Public Utilities Code § 130108(a).~~
2. ~~SBCOG Board Members shall receive a stipend of \$100 for attendance at each SBCOG Board of Directors meeting, and also may be compensated at a rate not exceeding \$100 for any day attending to the business of SBCOG, not to exceed \$200 per month.~~

~~B. In addition, SBCTA Board Members shall receive a stipend of \$100 will be paid to members of the Board of Directors for their participation in SBCTA Policy Committees and MVSS meetings, with the exception of Legislative Policy Committee (LPC). No stipend shall be paid for attendance at LPC meetings.~~

~~C. Payment of stipends to Board members may also be authorized for attendance at other meetings as specifically approved by the Board of Directors. Notwithstanding the above, no Board member shall be paid more than one stipend payment for any one day.~~

~~B. Each Board Member will be reimbursed for reasonable and necessary expenses when performing duties related to his or her role as a member of the SBCTA Board of Directors, consistent with the rules adopted in the SBCTA Personnel Policies for regular SBCTA employees.~~

~~C. Other city council members Designated alternates shall be paid stipends and expense reimbursement only when acting as an alternate member as designated by their Council for their city in the absence of the primary member or when appointed by the SBCTA Board of Directors to serve on a SBCTA policy committee. SBCTA shall not pay stipends or expense reimbursement for staff of member jurisdictions.~~

CONTENT MERGED INTO POLICIES 10020, 10000 & 10007

D. ~~SBCTA~~ Board Members appointed to represent SBCTA on the Mobile Source Air Pollution Reduction Review Committee (MSRC) for the South Coast Air Basin shall be paid stipends for attendance at MSRC meetings.

E. ~~SBCTA Board Members shall receive a stipend for each SBCTA policy committee and other authorized meetings they attend, not to exceed \$400 per month.~~

F. ~~No stipend shall be paid for attendance at Legislative Policy Committee meetings.~~

G. With the exception of A., above, no Board Member shall be paid more than one stipend payment for any one day.

IV. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	02/05/97
1	On April 6, 2005, the Board of Directors approved the following recommendations (Agenda Item 5): 1. Authorize payment of stipend for SANBAG Board Members appointed to represent SANBAG on the Mobile Source Air Pollution Reduction Review Committee for the South Coast Air Basin. 2. Allow for SANBAG Board Members to receive a stipend for each SANBAG policy committee meeting they attend, not to exceed four per month. 3. Acting as the San Bernardino Transportation Authority governing board, approve \$100 stipend for participation in the monthly meeting when acting as the San Bernardino County Transportation Authority Board of Directors, effective June 25, 2005. These changes are reflected in Paragraphs.III.D, III.E. and III.F.	04/06/05
2	On October 5, 2005, the Board of Directors approved modification to conform with Public Utilities Code Section 130108 limiting stipend payment to one per day. This change is reflected in: Par. III. A: "Notwithstanding the above, no Board member shall be paid stipends for more than four meetings in any one month, and no Board member shall be paid for more than one stipend payment for any one day" has been revised to "Notwithstanding the above, no Board member shall be paid more than one stipend payment for any one day".	10/05/05
3	Par. II: Revised heading to read REFERENCES (was DEFINITIONS) Par. II: Added reference to California Public Utilities Code Section 130108. Par. II: Revised SANBAG Policy Committee membership to refer to Policy 10002, SANBAG Policy Committee. The Board approved the elimination of the Plans and Programs Policy Committee on 9/15/12, Agenda Item 7, and the Board approved the renaming and reclassification of additional policy committees on 10/3/12, Agenda Item 30. All of those changes are in Policy 10002. Par. III.D: Added last two sentences to clarify stipend for Board members appointed to represent SANBAG on the MSRC. This clarification is based on Board of Directors action on 4/16/05 (Agenda Item 6). Par. III.E: Changed 'four per month' to '\$400' in accordance with PUC Section 130108.	03/25/13
4	Changes throughout from SANBAG to SBCTA, to reflect the changes made by SB 1305, effective January 1, 2017.	01/04/17
5	Revised to add Section III. F.	04/01/20
<u>6</u>	<u>Content of policy added to new Policy No. 100020 (Board of Directors), Policy No. 10000 (Policy Committees) and Policy 10007 (Metro Valley Study Session). Policy No. 10050 rescinded. Approved XX/XX/25, Board Agenda XX.</u>	<u>XX/XX/25</u>

CONTENT MERGED INTO POLICIES 10020, 10000 & 10007

San Bernardino County Transportation Authority	Policy	10052
Adopted by the Board of Directors July 5, 1995	Revised	06/07/2023
Rules for Addressing the Board of Directors & Policy Committees	Revision No.	3

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I. PURPOSE

The purpose of this policy is to facilitate formal communication during presentations from members of the public at meetings of the Board of Directors and Policy Committees, and address requirements pursuant to the Brown Act (Government Code 54950 et seq).

II. DEFINITIONS

For purposes of this Policy, "President" shall mean the President of the Board and shall also refer to the Chair of any Policy Committee.

III. POLICY

In order to ensure that all interested members of the public are afforded the opportunity to address items of concern, the following rules shall apply when addressing the Board of Directors and Policy Committees.

IV. OPPORTUNITY TO SPEAK **(Note: This provision is covered in Section IX of Policy 10020, Section XII of Policy 10000 and Section IX of Policy 10007 – Rules for Addressing the Board)**

Any member of the public may address the Board (Committee): (1) on an discussionagenda item before or during the Board's (Committee's) consideration of the item, and (2) on any matter ~~not on the agenda~~ that is within the subject matter jurisdiction of the Board at the time provided on the agenda for public comment. However, in accordance with Government Code § 54954.3 (a), no public comment will be allowed on any item previously considered at a Policy Committee or MVSS meeting where an opportunity for public comment was provided, unless the item has substantially changed since the Policy eCommittee or MVSS heard the item. Public comment will be allowed on any item pulled from the Consent Calendar for discussion. All members of the public wishing to address the Board (Committee) as provided herein ~~shall~~may submit a Request to Speak form in advance of the Board's (Committee's) consideration of the item. A separate Request to Speak form ~~shall~~may be submitted for each item that a person desires to address. When recognized by the President ~~of the Board~~ (Committee Chair), the person wishing to address the Board (Committee) shall, step up to the podium~~rostrum~~ and announce his or her name.

CONTENT MERGED INTO POLICIES 10020, 10000 & 10007

V. TIME LIMIT (Note: This provision is covered in Section IX of Policy 10020, Section XII of Policy 10000 and Section IX of Policy 10007 - Rules for Addressing the Board)

The President (Committee Chair), in the interest of facilitating the business of the Board (Policy Committee), shall limit the amount of time which a member of the public may use in addressing the Board (Committee) to three minutes per item, unless the President (Committee Chair), or a majority of the Board (Policy Committee), determines that a different limit is appropriate. In addition, the President (Committee Chair), in the interest of facilitating the business of the Board, shall limit the total amount of time which a member of the public may use in addressing the Board (Committee) on all agenda items to twelve minutes, unless the President (Committee Chair), or majority of the Board (Policy Committee), determines that a different limit is appropriate.

An appellant or a named party to an agenda item shall not be subject to the time limitations on that item otherwise specified in these rules, but shall be subject to reasonable limitations as determined by the President Chairman (Committee Chair).

~~This rule shall apply to meetings of the Board of Directors and all SBCTA Policy Committee meetings.~~

VI. DISRUPTIVE CONDUCT (Note: This provision is covered in Section IX of Policy 10020, Section XII of Policy 10000 and Section IX of Policy 10007 - Rules for Addressing the Board)

In the event that any meeting of the Board (Policy Committee) is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the President (Committee Chair) may recess the meeting or order the person, group, or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting. Disruptive conduct includes addressing the Board (Committee) without first being recognized, not addressing the subject before the Board (Committee), repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board (Committee) from conducting its meeting in an orderly manner.

VII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	07/05/95
1	Added Section 10052.6.	05/06/98
2	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
3	Updated "Chairman" to "President." Added provision that public comment will not be allowed on items that were heard in a policy committee meeting where the public had an opportunity to be heard.	06/07/23
<u>4</u>	<u>Content of policy added to new Policy No. 100020 (Board of Directors), Policy No. 10000 (Policy Committees) and Policy 10007 (Metro Valley Study Session). Policy No. 10052 rescinded. Approved XX/XX/25, Board Agenda XX.</u>	<u>XX/XX/25</u>

Minute Action

AGENDA ITEM: 26

Date: May 7, 2025

Subject:

Fiscal Year 2025/2026 Proposed SBCTA and SBCOG Budget Workshop and Adoption of SBCOG Budget

Recommendation:

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

- A. Receive the Fiscal Year 2025/2026 Budget Action Plan; and
- B. Receive a presentation of the Proposed Fiscal Year 2025/2026 Budget; and
- C. Conduct a Board of Directors Workshop for SBCTA's Proposed Fiscal Year 2025/2026 Budget.

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

- D. Adopt the SBCOG Fiscal Year 2025/2026 Budget with appropriations of \$6,271,406, transfers out of \$707,917, and estimated revenues of \$10,587,411.

The Proposed Fiscal Year 2025/2026 Annual Budget is being provided as a separate attachment.

Background:

San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2025/2026 Budget Action Plan establishes the Board of Directors' (Board) priorities for the upcoming fiscal year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. The SBCTA Fiscal Year 2025/2026 Budget Action Plan is provided as an attachment to this item and is included in the proposed budget document.

The Proposed Fiscal Year 2025/2026 Budget for SBCTA and San Bernardino Council of Governments (SBCOG) is complete. For purposes of preparing an annual budget, SBCOG is a blended component unit of SBCTA. Therefore, SBCOG's estimated revenues and appropriations are included in the SBCTA budget. SBCTA develops a program-based budget, which is adopted with funding source details. The modified accrual basis (where revenues are recognized when received and available to meet current year obligations) is the basis for the Fiscal Year 2025/2026 Budget.

SBCTA's budget process includes a review of the Board's direction as it relates to short-term goals and how it integrates with the agency's long-term goals and objectives. As part of this review, staff analyze the resources available to help meet the short-term goals as set forth in the fiscal year budget.

The budget process is structured to provide the maximum level of input from Board members.

There are four phases of the budget process:

1. A general overview of major programs was presented at the Board of Directors Metro Valley Study Session (MVSS) and the Mountain/Desert Policy Committee (MDC)

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

meetings in March 2025. The general overview identified activities for each program in the current fiscal year and goals for the next fiscal year.

2. During the month of April 2025, SBCTA policy committees reviewed the task descriptions and budgets under their purview. This included the General Policy Committee, Transit Committee, MDC, and the MVSS. Task information included purpose, accomplishments, work elements, product, contract information, detailed local funding, expenditure details, and funding sources.
3. During the month of May 2025, the SBCTA Proposed Fiscal Year 2025/2026 Budget is presented, in conjunction with a budget workshop, to Board members to provide input and direction. The proposed budget document provides an introduction, budget overview, revenue detail, program expenditure detail, and supplemental information (including indirect cost detail information).
4. A public hearing will be conducted, followed by consideration of the Fiscal Year 2025/2026 Budget for adoption by the Board, at the June 4, 2025, Board meeting.

SBCTA is required to publish notice of the time and place of the public hearing for adoption of the annual budget (Public Utilities Code Sec. 130106/Government Code Sec 6061). The budget schedule also sets the date for the public hearing at the June 4, 2025, Board meeting at 10:00 AM.

A resolution to establish the Appropriations Limitation will be presented with the Budget adoption item, since information is unavailable until mid-May, when the State Department of Finance releases price and population information.

The San Bernardino Council of Governments Joint Exercise of Powers Agreement requires adoption of the annual SBCOG Budget before May 15th of each fiscal year; therefore, Recommendation D is to adopt the SBCOG Proposed Fiscal Year 2025/2026 Budget.

Changes/Updates to Budget Document

Budget summaries for all governmental funds, changes in fund balances, fund type, and major object expenditures are included in the Budget Overview Section. The Revenue Detail Section provides detailed revenue information for each major fund, non-major funds, and the enterprise fund.

The following items are incorporated and updated in the Proposed Fiscal Year 2025/2026 Budget:

1. Indirect costs and revenues are recorded in a general fund. Revenue sources are allocated from various Measure I funds, Enterprise Fund-Express Lanes, Local Transportation Funds (LTF), Council of Governments, and Service Authority for Freeway Emergencies.
2. Established reserves of \$49,592,193 from: Measure I at \$31,280,160 based on the sales tax projection for Fiscal Year 2025/2026, LTF at \$14,992,079, State Transit Assistance Fund at \$2,217,336, and Indirect Fund at \$1,102,618.
3. Budgeted transfers include funding for various transit projects, funding indirect costs and establishing reserves for improvements on the Depot, information systems, and emergencies; funding expenditures pending reimbursement from Federal and State

agencies; and funding debt service obligations. Detailed explanations for operating transfers are provided on page 60 of the proposed budget document.

4. Express lanes operations began in August of 2024. Appropriations and estimated toll revenues are included in the budget.
5. Budgeted cash flow borrowing for Fiscal Year 2025/2026 from the Measure I Arterial program to the Measure I Interchange program for \$41,931,365 to cover appropriations allowed per Measure I 2010-2040 Expenditure Plan and Policy No. 40021.

The proposed regular full-time equivalent positions total 87, a zero net increase of positions from the current fiscal year. The budget includes eliminating two positions, the Director of Express Lanes and a Project Controls Analyst III, creating two new positions, and reclassifying four positions (described below).

- Assistant Project Delivery Manager to more efficiently assist the Project Delivery Manager in balancing workload and delegating lower-level tasks currently performed by consultant Project Managers.
- Programming Manager to respond to the increased workload associated with the proliferation of competitive programs and monitoring, and to distribute workload more effectively in Fund Administration.

Reclassifications:

- The Director of Project Delivery to the Director of Project Delivery and Express Lanes due to the merging of the Express Lanes and Project Delivery Departments.
- The Chief of Express Lanes to the Deputy Director of Express Lanes is also associated with the merging of the Express Lanes and Project Delivery Departments.
- Management Analyst II to a Management Analyst III in Fund Administration due to increased experience and ability of the incumbents to perform tasks of greater diversity and complexity with less direct supervision.
- Project Controls Analyst II to a Project Controls Analyst III in Project Delivery due to increased experience and ability of the incumbents to perform tasks of greater diversity and complexity with less direct supervision.

The budget includes the following benefit increase impacting salaries and benefits:

- \$313,570 to allow the Executive Director to grant merit increases of up to 3%.
- \$306,284 for a 3% cost of living increase adjustment to salaries.
- \$1,300/year increase to the medical premium subsidy.

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Estimated revenues for Fiscal Year 2025/2026 are \$1,008,495,818. The following is a summary of major revenue sources:

<u>Funding Source</u>	<u>SBCTA</u>	<u>SBCOG</u>	<u>Total</u>
Measure I Sales Tax	\$ 248,670,000	\$ -	\$ 248,670,000
Local Transportation Fund	149,920,792	-	149,920,792
Intergovernmental	552,288,347	9,049,471	561,337,818
Charges for Services	398,756	-	398,756
Special Assessments	-	1,500,000	1,500,000
Express Lanes Fees and Charges	19,300,000		19,300,000
Investment earnings and Miscellaneous	27,330,512	37,940	27,368,452
Total Revenues	<u>\$ 997,908,407</u>	<u>\$ 10,587,411</u>	<u>\$ 1,008,495,818</u>

Measure I sales tax revenue is projected to decrease by \$3.2 million or 1.3% from the current year's budget due to the expected slowdown in the economy.

The Proposed Fiscal Year 2025/2026 Budget includes appropriations of \$1,283,877,089 and transfers of \$113,304,818. The following is a summary of proposed program expenditures:

<u>Program</u>	<u>SBCTA</u>	<u>SBCOG</u>	<u>Total</u>
General Government	\$ 15,805,589	\$ -	\$ 15,805,589
Environment and Energy Conservation	193,821	-	193,821
Commuter and Motorist Assistance	6,674,974	-	6,674,974
Planning and Regional	13,058,308	-	13,058,308
Council of Governments	-	6,271,406	6,271,406
Transit	587,194,038	-	587,194,038
Project Delivery	482,239,817	-	482,239,817
Fund Administration	142,118,831	-	142,118,831
Debt Service	12,417,850	-	12,417,850
Express Lanes Operations	17,902,455	-	17,902,455
Total Expenditures	<u>\$ 1,277,605,683</u>	<u>\$ 6,271,406</u>	<u>\$ 1,283,877,089</u>
Other Funding Sources			
Transfers in	\$ 113,304,818	\$ -	\$ 113,304,818
Transfers out	<u>(112,596,901)</u>	<u>(707,917)</u>	<u>(113,304,818)</u>
Total Other Financing Sources	<u>\$ 707,917</u>	<u>\$ (707,917)</u>	<u>\$ -</u>

Project Delivery, Transit, and Fund Administration represent 94.4% of appropriations. These three programs include a substantial investment in freeway, highway, and arterial construction; commuter rail projects; and pass-through funds for local transit and street improvements. The total proposed expenditures increased by 19.68% or \$211.1 million compared to the previous fiscal year mainly due to increased allocations and pass-through payments to transit operators and other local agencies for transit projects as well as projects under construction including the Interstate 10 Contract 2, Interstate 15 Contract 1, and the widening of US 395 Phase 2.

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SBCTA continues to strive for delivery of projects using innovative technology while optimizing use of Federal, State, and local funds. The proposed budget reflects a balanced budget with new revenues and use of fund balance or carryover balances from prior years covering appropriations. This results in a strong cash position with projected ending fund balances of \$650.5 million including reserves of \$49.6 million from various funds.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. The Proposed Fiscal Year 2025/2026 Budget establishes the financial, staffing, and work product authority for activities during the coming fiscal year. Estimated revenues for Fiscal Year 2025/2026 are \$1,008,495,818, appropriations are \$1,283,877,089, the use of carryover fund balance is \$278,989,359, and transfers totaling \$113,304,818.

Reviewed By:

The Budget Overview for each program was reviewed during the Metro Valley Study Session on April 10, 2025, and the Mountain/Desert Policy Committee on April 18, 2025. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview. The Budget Action Plan was received by the General Policy Committee on April 9, 2025.

Responsible Staff:

Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Budget Action Plan FY 2025/2026

Action Plan		Milestones	Responsibility
Initiative #1: Transparent and Accountable Allocation Strategies			
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients			
1A	Complete annual audits.	Q2	Finance
	Inform Committees and Board of status of audits.	Q3	
	Manage Transportation Development Act (TDA) triennial performance audits of SBCTA and transit operators.	Release request for proposals for audit services - Q4	Fund Administration
Division Strategy: Use strategic programming to ensure that no funds are lost			
1B	Manage projects to ensure funds are not lost.	Request allocation of State Transportation Improvement Program (STIP) funds for I-10 Contract 2B - Q2	Fund Administration
		Request reprogramming of Fiscal Year 2026/2027 STIP funds on National Trails Highway Bridges Phase 1 if project will not be ready for construction - Q3	
		Request reprogramming of Fiscal Year 2026/2027 STIP funds on State Route 62 Phase 2B if project will not be ready for construction - Q3	
		Request reprogramming of Fiscal Year 2026/2027 STIP funds on ZEMU purchases if a full funding plan has not been developed - Q3	
		Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2026/2027 - Q4	
		Submit application for programming of Fiscal Year 2026/2027 Local Partnership Program - Formula funds for Phase 3 of the National Trails Highway Bridges project - Q4	
		Develop alternative funding strategy for Baker Bridge construction and National Trails Highway Bridges Phases 1 and 2 if Federal highway sanctions are in place and/or Federal funds for construction will not be obligated by September 2026 - Q4	
		Division Strategy: Protect San Bernardino County’s equitable share of available state and federal funds	
1C	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Award contract for Air Quality Consultant to remain eligible for Federal Congestion Mitigation and Air Quality Improvement funding - Q1	Fund Administration
		Nominate projects to SCAG for programming of Federal formula funds in accordance with the Project Prioritization Framework adopted by the Board in March 2025 - Q1	Fund Administration, Project Delivery Transit
		Nominate projects to the California State Transportation Agency for programming of the remainder of Senate Bill 125 Transit and Intercity Rail Capital Program and Zero Emission Transit Capital Program funds - Q4	Funds Administration, Transit
		Participate in development of the 2026 STIP Guidelines to seek to align STIP programming with the 2025 Update to the 10-Year Delivery Plan and ensure San Bernardino County receives its equitable share in 2026 STIP – Q3	Fund Administration
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects			
1D	Establish plan for the 2025 sales tax revenue bond program.	Update bond model with most current revenue and cost projections to prepare for 2025 sales tax revenue bond program - Q1	Fund Administration
		Work with Finance Department and financial consultant to optimize bond model based on bids received for the I-10/Mt Vernon Interchange and I-10 Contract 2A and the current cost estimate for I-10 Contract 2B for the 2025 sales tax revenue bond program - Q2	
Division Strategy: Manage geographic equity in fund distribution across the county			
1E	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Facilitate Mountain/Desert Subarea meetings for project identification, prioritization, and allocations for the 2026 Update to the 10-Year Delivery Plan, and present Mountain/Desert Subarea representatives’ recommendations to the Mountain/Desert Policy Committee and Board for approval - Q4	Fund Administration
Division Strategy: Manage SBCTA railroad right of way in an efficient and comprehensive fashion			
1F	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Transit

Attachment: FY2025-2026 Initiatives and Action Plan - from Budget (11190 : SBCTA Proposed Fiscal Year 2025/2026 Budget)

Budget Action Plan FY 2025/2026

Action Plan		Milestones	Responsibility
Initiative #2: Engender Public Trust			
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)			
2A	Meet with Executive Board officers and certified public accountant (CPA) firm to cover audit process and timing.	Q4	Finance
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting			
2B	Apply for Government Finance Officers Association (GFOA) award for the annual financial report.	Q3	Finance
Division Strategy: Complete Measure I Biennial Agreed Upon Procedures			
2C	Complete agreed upon procedures for Measure I programs.	Q2	Finance
Division Strategy: Obtain Distinguished Budget Presentation Award			
2D	Apply for GFOA award for annual budget.	Q1	Finance
Division Strategy: Complete internal control self-assessment to identify areas of improvement.			
2E	Complete review of annual internal control self-assessment.	Q4	Finance
Division Strategy: Implement the Records Retention Schedule			
2F	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, two annual clean up days, a system that will assist tracking which documents have passed retention.	Clean up day - Q1 & Q3	Executive Administration and Support Management Services
		Automate retention to remaining libraries in Laserfiche - Q4	
		Automate retention to four (4) department sites in SharePoint - Q4	
Division Strategy: Streamline Agency Operations			
2G	Update procurement templates.	Q4	Finance, General Counsel
	Begin implementation of new enterprise resource system (accounting system).	Q1	Finance, Project Delivery, Management Services
	Implement Microsoft 365 foundation.	Q4	Management Services
Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities			
Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit			
3A	Implement the 5 year SBCOG Work Plan.	Award consultant contract for program management - Q2	COG, General Counsel
		Complete Street Vendor Toolkit - Q4	
		Initiate Small Business Projects - Q3	
		Initiate Speaker Series - Q2	
	Initiate the Homeless Strategic Plan.	Establish Advisory Committee - Q2	
		Execut consultant contract - Q2	
	Establish the Housing Trust Joint Powers Authority (JPA).	Execute JPA - Q2	
		Approve Housing Trust Administrative Plan - Q3	
	Smart County Master Plan, Amendment No. 1	Initiate planning for CAD-to-CAD with County Fire - Q1	
	Continue coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Ongoing		Transit
Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG			
3B	Plan annual City/County Conference.	In person conference set for Spring 2026	Legislative/Public Affairs, COG
	Collaborate with member agencies through City/County Manager Technical Advisory Committee (CCMTAC).	Ongoing bi-monthly meetings	
Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding			
3C	Host grant workshop.	Q4	COG
	Communicate grant opportunities to member agencies.	Implement Grant Framework - Q1	
		Continue to provide updates to member agencies on new grant opportunities - Ongoing	

Attachment: FY2025-2026 Initiatives and Action Plan - from Budget (11190 : SBCTA Proposed Fiscal Year 2025/2026 Budget)

Budget Action Plan FY 2025/2026

Action Plan		Milestones	Responsibility
Division Strategy: Assist local governments with environmental and efficiency initiatives			
3D	Work with local agencies with implementation of Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Ongoing	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of the Inland Regional Energy Network (I-REN).	Ongoing	
Initiative #4: Accelerate Delivery of Capital Projects			
Division Strategy: Support Delivery the West Valley Connector Phase I			
4A	Complete Stage 3 (South Side of Holt Blvd).	Q1	Transit
Division Strategy: Produce Zero Emission Multiple Unit			
4B	Start revenue service using ZEMU.	Q1	Transit
	Complete construction of hydrogen fuel station.	Q4	
	Complete construction of maintenance facility retrofit.	Q1	
Division Strategy: ONT Connector			
4C	Award design-build contract.	Q2	Transit
	Apply for Tranist and Intercity Rail Program Grant.	Q2	
	Submit FTA New Starts Raing Package.	Q4	
Division Strategy: Delivery of Capital Projects - Envirommental Reports Milestones (Highway/Roadway):			
4D	SR 62 Sage to Airway	Start Environmental - Q1	Project Delivery
	SR 18 - US 395 to LA County Line	Start Environmental - Q1	
	I-15 Cajon Pass Truck Climbing Lane	Start Environmental - Q2	
Division Strategy: Delivery of Capital Projects - Construction Milestones (Highway/Roadway):			
4E	I-10 Mount Vernon Avenue	Start Construction - Q2	Project Delivery
	I-215 Bi-County/Segment 5 Landscaping	Start Construction - Q3	
	SR-210 Waterman Avenue	Complete for Beneficial Use - Q2	
	I-10 Cedar Avenue	Complete for Beneficial Use - Q4	
Division Strategy: Delivery of Express Lanes Projects			
4F	I-10 Corridor Freight and Express Lanes Project Contract 2A	Start Construction - Q3	Project Delivery, Express Lanes
	I-10 Corridor Freight and Express Lanes Project Contract 2B	PS&E approval - Q1	
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Construction- 40% Complete Q4	
Division Strategy: Support Delivery of Gold Line (GL)			
4G	Monitor SBCTA funding gap and LA Metro funding commitment to build to the County line.	To be determined, depends on GL Authority (GLA) securing funding	Transit
	Present Funding Agreement and Operations and Maintenance Agreement to SBCTA Board	To be determined, depends on GLA securing funding	
Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments			
Division Strategy: Conduct regional forums to discuss issues of importance across our region			
5A	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Ongoing	Legislative/Public Affairs
	Support for legislation regarding progressive design build delivery and oppose legislation that would adversely impact transportation funding. Build coalitions in support of state and federal transportation grant applications and budget items as well as additional transit operational funding. Maintain good working relationships and communication with state and federal officials.	Ongoing	
Division Strategy: Operate and Maintain SB Express Lanes			
5B	I-10 Corridor Freight and Express Lanes Project (Contract 1) Operations and Maintenance.	Ongoing	Express Lanes
	Optimize Express Lanes Operations and Maintenance through technology and process innovations	Ongoing	
	Occupancy Detection System Pilot	Q4	
	Enhance traveler information dissemination related to Express Lanes usage	Ongoing	
	Manage SB Express Lanes Walk-In Center and sbexpresslanes.com website.	Ongoing	
	Improve sbexpresslanes.com "Pay Online" user experience and notifications.	Q2	
	Explore incentive options on SB Express lanes for transit users.	Q4	
	Monitor SB Express Lanes customer satisfaction and enhance customer experience.	Ongoing	

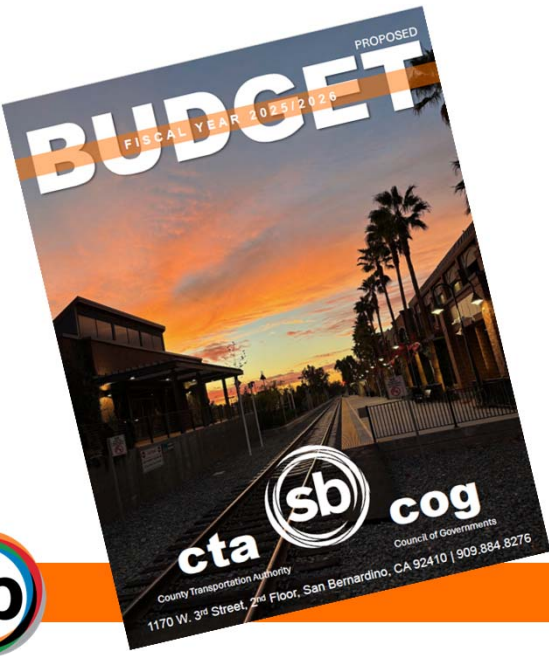
Budget Action Plan FY 2025/2026

Action Plan		Milestones	Responsibility
Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options			
Division Strategy: Build awareness of SBCTA programs and services			
6A	Highlight Measure I's contributions to the region's transportation system. Annual state of transportation event; monthly blog series "Measure I (Impact)".	Ongoing	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services. Employee spotlight blog series.	Ongoing	Legislative/Public Affairs
	Market SB Express Lanes, promote FasTrak account opening and Equity Program.	Ongoing	Legislative/Public Affairs, Express Lan
Division Strategy: Leverage and grow public outreach and communication services			
6B	Continue to enhance traditional and social media presence by providing project updates, alerts, and information.	Ongoing	Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing	Legislative/Public Affairs, Transit
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing	Legislative/Public Affairs, Fund Administration
Division Strategy: Highlight transit options in San Bernardino County			
6C	In partnership with transit operators, highlight transit connectivity options in the region. Provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Ongoing	Legislative/Public Affairs, Transit
Initiative #7: Long Range Strategic Planning			
Division Strategy: Develop regional and county-level transportation strategies			
7A	Prepare for the 2028 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Work with SCAG to establish project schedule - Q2	Planning, Fund Administration
		Begin setting up San Bernardino County Growth Projection Model - Q3	
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice			
7B	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	Planning, Fund Administration
Division Strategy: Provide current, quality planning data			
7C	Support other departments with data analysis and mapping/geographic information system (GIS).	Ongoing	Planning
	Update and maintain SBTAM "Plus" modeling system.	Ongoing	
	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	
Division Strategy: Conduct subarea and modal studies			
7D	State Route 247/62 Emergency Bypass Lane Study.	Complete Phase 1 - I-15 Alternate Route Strategy - Q1	Planning
		Complete Phase 2 - Identify geometric/operational improvements on SR 247, 62, and other key alternate routes to I-15 - Q4	
Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications			
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines			
8A	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Planning, COG
	Prepare Grant Applications for state (e.g. SB 1, Active Transportation, TIRCP, etc.), federal (e.g. RAISE, BUILD, etc.) and other funding.	Ongoing	Planning, Fund Administration
Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies			
8B	Implementation of SBCTA Regional Vehicle Miles Traveled (VMT) Mitigation Bank - Regional Early Action Planning (REAP) 2.0 Funded Program	VMT App Development and Testing - Q2	Planning
		VMT Mitigation Bank Pilot Program Recruitment and Implementation Plan - Q2	
		VMT Bank Pilot Program Launch - Q3	
	Conduct Caltrans Emergency Evacuation Network Resilience Study (EENR)	Complete SB 99 and AB 747 Compliance Assessments - Q2	
		Complete EENR Report - Q4	
	Countywide Evacuation and Resiliency Center Design (ERCD) Study	Begin Study - Q1	
	Regional GHG Reduction Plan Implementation through EPA Climate Pollution Reduction Grant (CPRG) Program	Final Draft - Q2	
	Assist local agencies with housing initiatives under REAP 2.0. - County Transportation Commission Partnership Program	Final PS&E Packet - Q4	
Division Strategy: Prepare effective active transportation plans			
8C	Implement Safe Routes to School Program (with SBCSS and the County DPH).	Complete Programs - Q2	Planning
	Implementation of Active Transportation Projects on the priority list.	Ongoing	
	Manage Transit Development Act (TDA) Article 3 bike/pedestrian project invoicing.	Call for Projects - Q1	

Budget Action Plan FY 2025/2026

Action Plan		Milestones	Responsibility
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network			
8D	Manage the Southern California 511 (SoCal 511) program with other County Commissions.	Ongoing	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) to improve traffic safety, reduce congestion and traffic delays.	Present annual report to Board - Q4	
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.			
8E	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSA, to implement key activities identified in Short-Range Transit Plans based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Transit/Planning
Initiative #9 Meet Equity Goals of SBCTA/SBCOG			
Division Strategy: Ensure Equity goals met for internal structure and policies			
9A	Complete Equity Framework	Q1	COG

Attachment: FY2025-2026 Initiatives and Action Plan - from Budget (11190 : SBCTA Proposed Fiscal Year 2025/2026 Budget)



Fiscal Year 2025/2026 Proposed Budget

BOARD WORKSHOP
Lisa Lazzar, CFO

Recommendations

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

- A. Receive the Fiscal Year 2025/2026 Budget Action Plan
- B. Receive a presentation of the Proposed Fiscal Year 2025/2026 Budget
- C. Conduct a Board of Directors' Workshop for SBCTA's Proposed Fiscal Year 2025/2026 Budget

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

- D. Adopt the SBCOG Fiscal Year 2025/2026 Budget with appropriations of \$6,271,406, transfers out \$707,917, and estimated revenues \$10,587,411.



New Revenues & Use of Carry Over From Prior Years

	SBCTA	SBCOG	Total	Percent of New Revenues
Measure I Sales Tax	\$ 248,670,000	\$ -	\$ 248,670,000	24.66%
Local Transportation Fund	149,920,792	-	149,920,792	14.87%
Intergovernmental	552,288,347	9,049,471	561,337,818	55.66%
Charges for Services	398,756	-	398,756	0.04%
Special Assessments	-	1,500,000	1,500,000	0.15%
Express Lanes Fees and Charges	19,300,000	-	19,300,000	1.91%
Investment earnings and Miscellaneous	27,330,512	37,940	27,368,452	2.71%
Total New Revenues	\$ 997,908,407	\$ 10,587,411	\$ 1,008,495,818	
Balance Carry Over From Prior Years	278,989,359	-	278,989,359	
Total New Revenues and Carry Over	\$ 1,276,897,766	\$ 10,587,411	\$ 1,287,485,177	



2

Proposed Appropriations

Program	SBCTA	SBCOG	Total	Percent of total Expenditures
General Government	\$ 15,805,589	\$ -	\$ 15,805,589	1.23%
Environment and Energy Conservation	193,821	-	193,821	0.02%
Commuter and Motorist Assistance	6,674,974	-	6,674,974	0.52%
Planning and Regional	13,058,308	-	13,058,308	1.02%
Council of Governments	-	6,271,406	6,271,406	0.49%
Transit	587,194,038	-	587,194,038	45.74%
Project Delivery	482,239,817	-	482,239,817	37.56%
Fund Administration	142,118,831	-	142,118,831	11.07%
Debt Service	12,417,850	-	12,417,850	0.97%
Express Lanes Operations	17,902,455	-	17,902,455	1.39%
Total Expenditures	\$ 1,277,605,683	\$ 6,271,406	\$ 1,283,877,089	
Other Funding Sources				
Transfers in	\$ 113,304,818	\$ -	\$ 113,304,818	
Transfers out	(112,596,901)	(707,917)	(113,304,818)	
Total Other Financing Sources (OFS)	707,917	(707,917)	-	
Total Expenditures and OFS	\$ 1,276,897,766	\$ 6,979,323	\$ 1,283,877,089	



3

Major Construction Projects

- **Project Delivery**
 - I-10 Eastbound Truck Lane – Construction
 - US 395 Widening Phase 2 – Design & Right of Way
 - Mount Vernon Viaduct – Construction
 - Cedar Avenue, University Parkway & Mount Vernon Avenue Interchanges – Right of Way & Construction
- **Express Lanes Project Development**
 - I-10 Corridor Contract 2 – Design & Right of Way
 - I-15 Corridor Contract 1 – Construction
- **Transit**
 - Fueling Infrastructure and Retrofit of Arrow Maintenance Facility - Construction
 - West Valley Connector – Construction
 - ONT Connector – Procurement & Environmental Clearance
 - Facilitation of grant funding for the Brightline West – High Desert Stations Project



4

Transfers Out

- Fund various rail projects and support transit administrative activities
- Fund indirect costs including information systems and building improvements and establish reserves
- Fund expenditures pending reimbursement from Federal and State agencies
- Fund debt service obligations



5

Cash Flow Borrowing

- The Measure I 2010-2040 expenditure plan and Policy 40021 provide for short-term cash flow borrowing for various programs.
 - Cash flow borrowing budgeted for \$41,931,365 from Measure I Arterial program to the Measure I Interchange program to cover appropriations.



5

Indirect Fund

Local Transportation Fund – Administration	\$	900,000
Local Transportation Fund – Planning		1,474,900
Service Authority for Freeway Emergencies		303,857
Council of Governments - Assessment Dues		120,378
Council of Governments - Regional Energy Network		480,804
Council of Governments - San Bernardino County Housing Trust		106,735
Sales Tax MSI – Administration		2,000,000
Sales Tax MSI – Valley Freeway		1,629,140
Sales Tax MSI – Valley Interchange		1,545,766
Sales Tax MSI – Valley Grade Separation		78,970
Sales Tax MSI – Valley Arterial		52,308
Sales Tax MSI – Valley Rail		(149,180)
Sales Tax MSI – Valley Bus Rapid Transit		98,997
Sales Tax MSI – Victor Valley Major Local Highway		6,732
Sales Tax MSI – North Desert Major Local Highway		(54,480)
Sales Tax MSI – Colorado River Major Local Highway		24,963
Sales Tax MSI – Morongo Basin Major Local Highway		14,775
Sales Tax MSI – Mountain Major Local Highway		27,616
Sales Tax MSI – Cajon Pass		71,286
Express Lanes		212,224
Total Revenues	\$	8,945,791
Add: Beginning Estimated Fund Balance		2,567,791
Reduce: Expenditures		(10,410,964)
Estimated Ending Fund Balance	\$	1,102,618



6

Staffing Overview

- Net zero change in positions for a total of 87.
 - Eliminate 2 positions:
 - Director of Express Lanes
 - Project Controls Analyst III
 - Create 2 new positions:
 - Project Delivery - Assistant Project Delivery Manager
 - Fund Administration - Programming Manager
 - Reclassifications:
 - Project Delivery - Director of Project Delivery to the Director of Project Delivery and Express Lanes
 - Project Delivery - Chief of Express Lanes to the Deputy Director of Express Lanes
 - Project Delivery - Project Controls Analyst II to a Project Controls Analyst III
 - Fund Administration - Management Analyst II to a Management Analyst III



7

Staffing Overview (continued)

- Proposed budget includes the following benefit increases:
 - \$313,570 to allow the Executive Director to grant merit increases of up to 3%
 - \$306,284 for a 3% Cost of Living Adjustment
 - Increase of medical premium subsidy by \$1,300/year



7

Reserves for Measure I Funds

Valley:	Per Policy 40021
Freeway	\$ 11,923,460
Interchange	4,522,680
Major Street - Grade Separation	1,397,920
Major Street - Arterials	5,591,680
Metrolink/Rail	3,289,220
Express Bus/Bus Rapid Transit	2,055,760
Traffic Management	822,300
Total Valley	<u>\$ 29,603,020</u>
Mountain/Desert - Major Local Highway:	
Victor Valley	\$ 1,140,160
North Desert	223,160
Colorado River	18,940
Morongo Basin	136,740
Mountain	158,140
Total Mountain/Desert	<u>\$ 1,677,140</u>
Total Reserve for Measure I Funds	<u>\$ 31,280,160</u>



8

Reserves for TDA and Indirect Fund

Transportation Development Act (TDA) Funds:

Local Transportation Fund	\$ 14,992,079
State Transit Assistance Fund	2,217,336
Total Reserves for TDA	<u>\$ 17,209,415</u>

Indirect Fund:

Emergencies	\$ 500,000
Capital Projects	602,618
Total Reserve for Indirect Fund	<u>\$ 1,102,618</u>

Total Reserves **\$ 49,592,193**



9

Minute Action

AGENDA ITEM: 27

Date: May 7, 2025

Subject:

Rebuilding American Infrastructure with Sustainability and Equity Grant Agreement and Subrecipient Agreement

Recommendation:

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

A. Delegate authority to the Executive Director, or his designee, to approve and execute SBCTA Agreement No. 24-1003080 between SBCTA and the United States Department of Transportation, for grant obligations pertaining to the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program allocation of \$25,000,000 for the design and construction of the Brightline West High Desert Stations, upon approval as to form by SBCTA General Counsel.

B. Delegate authority to the Executive Director, or his designee, to approve and execute SBCTA Agreement No. 24-1003078 between SBCTA and DesertXpress Enterprises, LLC (dba Brightline West), for subrecipient obligations pertaining to the pass-through of 2023 RAISE Program grant funding in an amount not-to-exceed \$25,000,000, and authority to make approvals and provide acknowledgments on behalf of SBCTA as necessary or required under the agreement, upon approval as to form by SBCTA General Counsel.

C. Delegate authority to the Executive Director, or his designee, to approve and execute SBCTA Agreement No. 24-1003079 between SBCTA and DesertXpress Enterprises, LLC (dba Brightline West), for an estimated amount not-to-exceed \$95,000 for reimbursement of SBCTA's grant administration costs, upon approval as to form by SBCTA General Counsel.

Background:

On January 4, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized staff to submit an application for funding to the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program for the design and construction of the Hesperia Station and Victor Valley Station as part of the Las Vegas to Rancho Cucamonga High-Speed Passenger Rail System, and further authorized staff to amend Memorandum of Understanding No. 21-1002447 with DesertXpress Enterprises, LLC (dba Brightline West) to contain terms associated with submission of the aforementioned RAISE grant application and to negotiate an agreement with Brightline West if the grant application was successful, and required that the new agreements be brought back to the Board.

On July 20, 2023, the United States Department of Transportation (USDOT)'s Federal Railroad Administration (FRA) informed SBCTA that SBCTA's application was successful and awarded an allocation of \$25,000,000. Pursuant to the January 4, 2023, Board action, SBCTA has been working with the FRA and Brightline West on contract language for the grant obligation agreement between the FRA and SBCTA and the related subrecipient agreement between SBCTA and Brightline West. The grant obligation agreement is still in draft form and is pending approval from the Office of the Secretary of Transportation (OST) and FRA. The RAISE program was recently renamed to Better Utilizing Investments to Leverage Development program, and with the change in administration, the grant name is likely to change as well. In addition, the final Entity: San Bernardino County Transportation Authority

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version of the general terms and conditions for the grant program is likely to change, but should be consistent with the FRA Discretionary Grant Agreement General Terms and Conditions included as an attachment to this item. The expected changes from the prior administration's terms and conditions include:

- Removal of the requirement to document consideration of Local Hiring Preference for Construction Jobs;
- Removal of Articles concerning Climate Change and Environmental Justice and Racial Equity and Barriers to Opportunity;
- Removal of references to Executive Orders issued by the prior administration regarding racial equity, underserved communities, climate change, labor, and the Infrastructure Investment and Jobs Act;
- Addition of reference to Executive Order 14173 (regarding Diversity Equity and Inclusion) issued by the current administration;
- Addition of requirement to cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement;
- Addition of an acknowledgement that recipient compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions; and
- Addition of a recipient certification that the recipient does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

The subrecipient agreement flows the various grant obligation requirements through to Brightline West and ensures that SBCTA's role in the project is cost-neutral by requiring that:

- Brightline West is responsible for the delivery of the high-speed rail station infrastructure at the Hesperia and Victor Valley Stations as described in the RAISE grant and according to USDOT requirements.
- Brightline West funds 100 percent of matching non-federal funds.
- Brightline West covers 100 percent of cost overruns.
- Brightline West reimburses SBCTA for all grant administration expenses.

To minimize impacts to the overall schedule of the Brightline West construction, the agreements are being brought directly to the Board to request authority be delegated to the Executive Director to approve and execute the agreements on SBCTA's behalf after concurrence/approval has been received from FRA and OST.

In the course of administering SBCTA's obligations under the subrecipient agreement it may be necessary for SBCTA to provide approvals in a timely manner, including but not limited to, approval of lenders' direct agreements that Brightline West may enter into with lenders to finance

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the non-federal portion of the project; Recommendation B includes delegation of authority to the Executive Director to make such approvals on SBCTA's behalf.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. The budget for Recommendations A and B are included in the proposed Budget for Fiscal Year 2025/2026 and funded with Federal Railroad Administration 2201 funds in Program 30, Transit. The budget for Recommendation C is included in the proposed Budget for Fiscal Year 2025/2026 and funded with local reimbursement funds in Program 30, Transit.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. To minimize impacts to the overall schedule of the Brightline West construction, the agreements are being brought directly to the Board. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

General Contract Information

Contract No: 24-1003080 Amendment No.: _____

Contract Class: Receivable Department: Transit

Customer ID: DOT-FRA Customer Name: U.S. DEPT. OF TRANSPORTATION

Description: 2023 RAISE GRANT OBLIGATION AGREEMENT FOR HIGH DESERT BLW STATIONS

List Any Accounts Payable Related Contract Nos.: 24-1003078

Dollar Amount							
Original Contract		\$	25,000,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	25,000,000.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	25,000,000.00

Contract Authorization

Board of Directors Date: 05/07/2025 Board Item # 10758

Contract Management (Internal Purposes Only)

Federal Funding Agreement Monthly

Accounts Receivable

Total Contract Funding:	\$	25,000,000.00	Funding Agreement No:	24-1003080	
Beginning POP Date:	06/28/2023	Ending POP Date:	12/31/2028	Final Billing Date:	04/30/2029
Expiration Date:	12/31/2028	Fund Admin:	Yes		
Parent Contract	24-1003080	PM Description	Brightline - USDOT RAISE funds		
Z-Related Contracts	Z24-1003080				

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL: 2201	30	0315	0339	42107202	25,000,000.00
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 24-1003080 Receivable [Revision 3] (10758 : RAISE Grant Agreement and Subrecipient Agreement)

U.S. DEPARTMENT OF TRANSPORTATION**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 RAISE PROGRAM**

This agreement is between the United States Department of Transportation (the **USDOT**) and the San Bernardino County Transportation Authority (the **Recipient**).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Brightline West High-Speed Intercity Passenger Rail System - High Desert Stations Project (**Project**).

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS.****1.1 General Terms and Conditions.**

- (a) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FRA Projects,” dated October 1, 2024, which is available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>. Articles 8–31 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
SPECIAL TERMS AND CONDITIONS.****2.1 Special Term Title.**

There are no special terms for this award.

SCHEDULE A ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Brightline West High-Speed Intercity Passenger Rail System - High Desert Stations Project

Application Date: 2/28/2023

2. Recipient's Unique Entity Identifier.

D36ZJBWRKJK1

3. Recipient Contact(s).

Victor Lopez, P.E.
Director of Transit & Rail Programs
San Bernardino County Transportation Authority
1170 W. 3rd St, 2nd Floor, San Bernardino, CA 92410
(909) 884-8276
vlopez@gosbcta.com

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Janice Abaray
Project Manager
Federal Railroad Administration
1200 New Jersey Avenue, SE, Washington, DC 20590
(202) 573-1227
janice.abaray@dot.gov

Ashley Cotrange
Grant Manager
Federal Railroad Administration
1200 New Jersey Avenue, SE, Washington, DC 20590
(435) 922-8748
mariam.ouhamou@dot.gov

6. Payment System.

USDOT Payment System: Delphi eInvoicing System

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

8. Federal Award Identification Number.

[To be added by FRA]

DRAFT

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The RAISE Grant will fund the final design and construction of two intercity passenger rail stations and associated facilities in Hesperia and Victor Valley on the Brightline West high-speed rail corridor (Project).

2. Statement of Work.

I. BACKGROUND

This agreement between the USDOT's Federal Railroad Administration (FRA) and the San Bernardino County Transportation Authority (SBCTA or Recipient), hereinafter referred to as the "Agreement," provides \$25,000,000 from the Fiscal Year 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program to support the Project - Brightline West Intercity Passenger Rail - High Desert Stations Project. The investment will support the Project, for the larger Brightline West High-Speed Intercity Passenger Rail System (Brightline West System).

SBCTA is partnering with DesertXpress Enterprises, LLC (d/b/a Brightline West) (BLW) on this innovative public-private partnership to construct stations that will bring high-capacity, high-speed intercity rail to San Bernardino County. SBCTA will provide overall oversight of the grant implementation and BLW, as the "Subrecipient," will manage and implement the design and construction components of the Project. BLW is a privately owned and operated passenger rail service provider and will operate the two stations being constructed as part of this Project. As a common rail carrier recognized by the Surface Transportation Board, BLW has the legal authority to build and operate the Brightline West System.

The Project is part of the larger Brightline West System, which is a 218-mile high-speed rail corridor, spanning California and Nevada, that will improve Interstate 15's (I-15) traffic flow and safety, create jobs, and remove hundreds of thousands of tons of greenhouse gases from our environment. The Brightline West System will connect two nationally significant population and economic centers of Southern California and Nevada. The Project is contiguous to and intricately tied to the Brightline West System. As such, a series of schedule milestones and contract elements will coincide with the needs of the larger Brightline West System activities.

All necessary planning, preliminary engineering (PE) and National Environmental Policy Act (NEPA) requirements have been completed.

II. OBJECTIVE

The objective of the Project is to construct two in-line stations within the Brightline West System alignment. The Project supports the design and construction of stops in Apple Valley, California (Victor Valley Station) and Hesperia, California (Hesperia Station). This direct link to downtown Los Angeles, San Bernardino, and Rancho Cucamonga reduces the need to rely on a personal

vehicle or limited regional transit options for daily commutes and improves transportation access from affordable housing in the High Desert to regional job opportunities. The stations will also be accessible for Southern California residents and visitors and provide riders with an alternative transportation mode to Las Vegas.

III. PROJECT LOCATION

The Brightline West System will run along the I-15 corridor, which serves as the primary access route between Southern California and Las Vegas and some of the U.S.'s largest economic and population centers. The Project's High Desert stations, Victor Valley and Hesperia, are within San Bernardino County.

Figure 1: Brightline West Intercity Passenger Rail - High Desert Stations Project

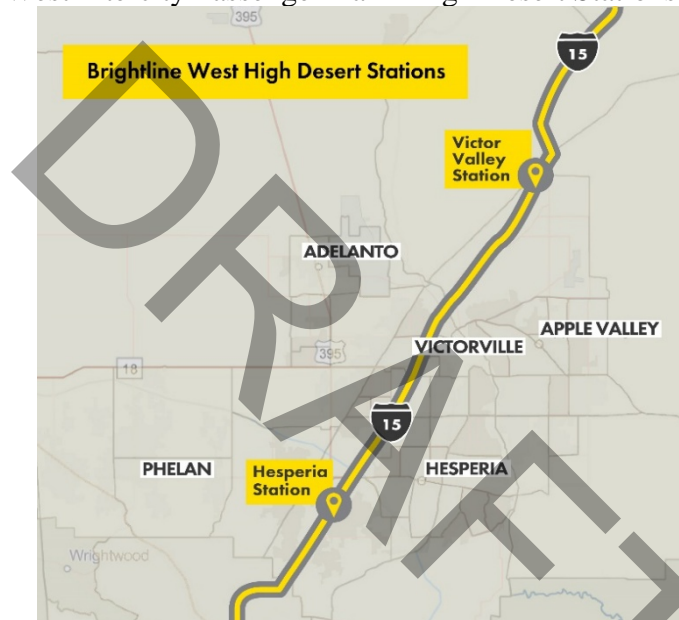


Figure 2: Brightline West High-Speed Intercity Passenger Rail System (System)



IV. DESCRIPTION OF WORK

SBCTA will complete the following Tasks:

Task 1: Detailed Project Work Plan, Budget, and Schedule

The Recipient will prepare, or cause the Subrecipient to prepare, a Detailed Project Work Plan (PWP), Budget, and Schedule for the following tasks, which may result in amendments to this agreement. The Detailed Project Budget will be consistent with the Approved Project Budget, but will provide a greater level of detail. The PWP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The PWP will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA); specifically, it will describe in detail how SBCTA will oversee the grant and utilize BLW and BLW's contractors/vendors to manage the engineering and construction of the Project. The PWP will also address quality assurance and quality control procedures. In addition, the PWP will include the Project Schedule (with Recipient and agency review durations), a detailed Project Budget, and the environmental class of action. Similarly, the PWP should include agreements governing the construction, operation, and maintenance of the Project. The FRA will review and approve the PWP, Budget, and Schedule.

Unless permitted by pre-award authority in section 5 of schedule D of this agreement, the Recipient shall not begin work on subsequent tasks until (1) the Recipient has completed and submitted to FRA the PWP, Budget and (2) the FRA provides the Recipient with written approval to proceed with subsequent tasks. The FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

Task 1 Deliverables:

Deliverable ID	Deliverable Name	FRA Review Action
1.1	Detailed Project Work Plan, Budget, and Schedule	Approve
1.2	Project Agreements (if applicable)	Acknowledge Receipt

Task 2: Final Design

The Recipient shall provide or cause Subrecipient and/or contractors to provide the final design (FD) plans for the Project, prepared in accordance with all required and relevant regulations and requirements by its subrecipients and/or contractors, and submit the FD plans to FRA for review and approval. The Recipient will provide or cause to be provided by Subrecipient and/or contractors all applicable local, state, and Federal permits to FRA.

The FD Plans should include design plan drawings to adequately define the work elements for the project installations.

- Common design elements may include, but are not limited to:
 - Architectural, structural, mechanical, electrical, and plumbing plans that describe the

vertical elements of the Project, along with associated landscape and hardscape plans.

- Basis of Design or Design Criteria
- Existing right-of-way limits
- Proposed track installations
- All required vertical and horizontal clearance requirements
- Typical bridge cross-section and type, size, and location (bridge plan and elevation)
- Drainage plans
- Foundation sizes based on recent geotechnical report
- Boring locations
- Location of all existing utilities and utility relocation plans, if applicable
- Construction phasing detail
- Limits of construction, construction access, and staging areas matching FRA approved NEPA APE/LOD
- Contractor staging area and access roads needed for construction
- Any temporary or permanent easement required for construction
- ADA compliance for station buildings and platform
- Emergency evacuation plan and emergency egress details
- The scale of the drawings typically ranges from one inch = 20 to 500 feet, depending on the complexity of the location.
- Design submittals will include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.

Detailed Cost Estimate:

- The Recipient will provide or cause to be provided by Subrecipient and/or contractors a detailed and itemized construction cost estimate that will include all of the proposed construction elements with their respective unit cost, quantity, and total cost, and with appropriate level of contingencies to account for unknown conditions. Use FRA Cost Estimating Guidance and FRA Standard Cost Category as much as possible, available at <https://railroads.dot.gov/rail-network-development/training-guidance/capital-cost-estimating-guidance>.

Ready for Construction (RFC) Plans:

- The Recipient will provide or cause to be provided by Subrecipient and/or contractors, Ready for Construction design plan drawings reflecting revisions made between the completion of the final design plans and the start of construction.

Task 2 Deliverables:

Deliverable ID	Deliverable Name	FRA Review Action
2.1	All Applicable Local, State, and Federal Permits	Acknowledge Receipt
2.2	Detailed Final Design Engineering Plans and Cost Estimates	Accept
2.3	RFC Plans	Acknowledge Receipt

Task 3: Construction

Construction will commence only after Task 2 Final Design is completed, is in compliance with local requirements to the extent applicable, and the Recipient receives written approval from FRA.

The Recipient will complete, or cause to be completed, the following work elements as part of Task 3.

- Construction of Victor Valley Station
- Construction of Hesperia Station

Victor Valley Station

The Victor Valley Station construction will include the pedestrian underpass connection under I-15 lanes to an approximately 600-foot-long platform and canopy, an approximately 18,000 square foot station building which includes entry/security check, passenger lounge with a food and beverage venue, public restrooms, back-of house support areas, completion of interior fit-out and installation of elevators and stair connections.

Construction will include, but is not limited to, the following elements:

- Main station building, platform and finishing pedestrian underpass.
- Surface parking lot for 475 cars, driveway paving, bus pick-up/drop-off areas, a kiss and ride area, hardscape, drainage, and other utilities required to support the Victor Valley Station.
- Landscaping, irrigation, and specialty hardscape areas.
- Off-site work required to serve the Victor Valley Station, including construction of public roadways, and drainage improvements.
- Procurement and installation of furniture, fixtures, and equipment (FFE), operating supplies and equipment (OSE), and signage to support the Victor Valley Station.

Hesperia Station

The Hesperia Station construction will include an approximately 200-foot-long platform and canopy in the I-15 median, and finishes on the pedestrian bridge connection from the parking lot to the platform. Elevators and egress stairs will facilitate easy, universal access. Civil construction for both stations will include parking, roadway access improvements, drainage, utilities, environmental mitigation obligations, and related improvements. The Project construction

activities at both stations will include platforms, platform canopies, mechanical, electrical, plumbing and fire systems, security systems, exterior finishes, and site signage/wayfinding.

Construction will include, but is not limited to, the following elements:

- Finishing pedestrian bridge and platform.
- Surface parking lot, driveway paving, hardscape, drainage, and other utilities required to support the Hesperia Station.
- Landscaping and irrigation.
- Procurement and installation of FFE, OSE, and signage to support the Hesperia Station.

If there are changes from the accepted final design as submitted in Task 2, the Recipient will notify FRA in writing, prior to commencing construction activities.

Task 3 Deliverables:

Deliverable ID	Deliverable Name	FRA Review Action
3.1	Construction Cost Estimates	Acknowledge Receipt
3.2	Detailed Construction Schedules	Acknowledge Receipt
3.3	Executed Civil Construction Contracts	Acknowledge Receipt
3.4	Notices to Proceed	Acknowledge Receipt

Task 4: Project Management

The Recipient will perform, or cause Subrecipient and/or contractors to perform, project administration activities related to the development and delivery of the Project as allowable by 2 CFR Part 200.

This subtask includes the submittal of administrative and reporting requirements as required under the SOW or this agreement. In particular, the Recipient will submit to FRA for acceptance a Final Performance Report (FRA Form 33). This report must be submitted as required by section in General Terms and Conditions and should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones. The Recipient must submit a Final Performance Report via email to the FRA Grant Manager when the Project funded through this agreement is completed. The Recipient must complete closeout activities and submit reports, no later than 120 days after the end of the Project Performance Period for this agreement.

Task 4 Deliverables:

Deliverable ID	Deliverable Name	FRA Review Action
4.1	Final Performance Report	Approve

Task 5: Unallocated Contingency

The Recipient will manage or cause subrecipients and/or contractors to manage unallocated contingency through the final design and construction phases of the Project. The Recipient agrees to obtain prior written approval from FRA for any revisions to the Approved Project Budget that equal or cumulatively exceed 10 percent of a budget line item, including unallocated contingency.

V. PROJECT COORDINATION

The Recipient shall perform, or cause Subrecipient and/or contractors to perform, all tasks required for the Project through a coordinated process, which will involve interested local, state, and federal stakeholders, such as:

- Brightline West
- Nevada Department of Transportation (NDOT)
- FRA
- Caltrans
- First Responders
- Local Agencies, Cities and Counties
- Surface Transportation Board (STB)
- U.S. Army Corps of Engineers (USACOE)
- U.S. Fish and Wildlife Service (USFWS)

VI. PROJECT MANAGEMENT

The Recipient shall facilitate, or cause the Subrecipient or contractors to facilitate, the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Recipient shall monitor and evaluate the Project's progress through regular meetings scheduled throughout the period of performance. The Recipient, in partnership with the Subrecipient, shall:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire one or more qualified consultant(s)/contractor(s) to perform required Project work, as necessary
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:

- a. Status of Project by task breakdown and percent complete
- a. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
- b. Description of unanticipated problems and any resolution since the immediately preceding progress report
- c. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this agreement
- Notify FRA of changes to this agreement that require written approval or modification to the agreement

3. Documents Describing Mitigation Activities.

Document Description	Date
Brightline West Cajon Pass High-Speed Rail FONSI and related environmental documents - https://railroads.dot.gov/rail-network-development/environment/environmental-reviews/brightline-west-cajon-pass-high-speed	July 12, 2023
Brightline West - Las Vegas to Victor Valley ROD, Re-evaluations, Programmatic Agreement and related environmental documents - https://railroads.dot.gov/rail-network-development/environment/environmental-reviews/brightline-west-las-vegas-victor-valley	Reevaluation of the FEIS and ROD completed in September 2020 and September 2023

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: December 31, 2028

Period of Performance End Date: December 31, 2028

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Final Design Completion Date:	Q4 – 2025
Planned Construction Completion Date:	Q3 – 2028

3. Special Milestone Deadlines.

None.

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

RAISE Grant Amount: \$25,000,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Project Budget by Task

Task #	Task Name	RAISE Funds	Non-Federal Funds	Total Cost
1	Detailed Project Work Plan, Budget, and Schedule	\$0	\$0	\$0
2	Final Design	\$1,781,000	\$2,918,000	\$4,699,000
3	Construction	\$19,501,000	\$32,051,500	\$51,552,500
4	Project Management	\$1,483,000	\$2,437,000	\$3,920,000
5	Unallocated Contingency	\$2,235,000	\$3,676,000	\$5,911,000
Total		\$25,000,000	\$41,082,500	\$66,082,500

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
RAISE Funds	\$25,000,000	38%
Non-Federal Funds	\$41,082,500	62%
Total Eligible Project Costs	\$66,082,500	100%

In ¶ 11 of the agreement cover sheet, the amount listed in the “Federal” column is the “RAISE Funds” amount in this schedule D; the amount listed in the “Non-Federal” column is the sum of the “Other Federal Funds” and “Non-Federal Funds” in this schedule D.

4. Cost Classification Table.

The Recipient shall provide a project budget by FRA standard cost category with the detailed project budget that is part of Task #1, as described in section 2 of schedule B.

5. Approved Pre-award Costs

On October 23, 2024, the USDOT approved SBCTA's request to allow the following pre-award costs commencing as of June 28, 2023.

Task #	Task Name	RAISE Funds	Non-Federal Funds	Total Cost
2	Final Design	\$1,781,000	\$2,918,000	\$4,699,000
3	Construction	\$255,363	\$419,637	\$675,000
4	Project Administration	\$370,749	\$609,251	\$980,000
Total		\$2,407,111	\$3,946,889	\$6,354,000

The above pre-award costs were necessary for efficient and timely performance of the scope of work in schedule B and were incurred directly pursuant to the negotiation and in anticipation of this agreement.

SCHEDULE E CHANGES FROM APPLICATION

Scope:

None.

Schedule:

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Preliminary Engineering/NEPA Completion Date:	April 30, 2023	September 2023
Planned Final Design Completion Date:	June 30, 2024	December 2025
Planned Construction Substantial Completion Date:	March 31, 2028	September 2028

Budget:

None.

Other:

None.

**SCHEDULE F
RAISE PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: No

4. Funding Act.

Funding Act: IIJA

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: The Brightline West System – Hesperia and Victor Valley Stations

Pre-Project (Baseline) Measurement Date: 9/30/2028

Pre-Project (Baseline) Measurement Report Date: 12/31/2028

Project Outcomes Measurement Date: 12/31/2032

Interim Project Performance Measurement Reports: Following the Project's first full year of operation under normal conditions, Recipient will submit these reports to the Government for each of the performance measures specified in the Performance Measurement Table 1 below, including a discussion of the influence of external factors on Project expectations if necessary. Recipient will submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table 1 below. Recipient will represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval. Recipient need not include any analysis in addition to the described data; however, Recipient is welcome to provide information explaining the reported data.

Project Outcomes Report: This report will consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. It will include an ex post examination of Project effectiveness in relation to the Pre-Project Report baselines. Recipient will represent that the data in the Project Outcomes Report is current as of 12/31/2032. The report will be due 3/31/2033. Recipient need not include any analysis in addition to the described data; however, Recipient is welcome to provide information explaining the reported data.

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Frequency and Dates	Reporting Dates
Passenger Ridership “Total Annual Passengers Served”	Economic Competitiveness/State of Good Repair: Total annual intercity passenger ridership represented in total tickets sold or trips completed for passengers boarding and alighting (departing and arriving) at each station	<p>Pre-Project (Baseline) Measurement Date: 9/30/2028</p> <p><u>Baseline Measurement:</u> Zero</p> <p>Interim Project Performance Measurement Dates: Annually for 3 years after the Project opens for its first full year of operation under normal conditions.</p> <p><u>Measurement:</u> Annual total of revenue (calendar year) after completion of construction of project, presented as annual total and average annual daily usage.</p> <p>Dates of Measurement: Open to operation 12/31/2028 First Date of Measurement: 12/31/2030 Second Date of Measurement: 12/31/2031 Third Date of Measurement: 12/31/2032</p> <p>Project Outcomes Measurement Date: 12/31/2032</p>	<p>Pre-Project (Baseline) Measurement: Report due: 12/31/2028</p> <p>Interim Project Performance Measurement Reports due: Annually for 3 years, starting 1 year after Project opens for its first full year of operation.</p> <p>This data will be reported annually by: 3/31/2031 3/31/2032 3/31/2033</p> <p>Project Outcomes Report due: 3/31/2033</p>

**SCHEDULE H
(NOT USED)**

DRAFT

Attachment: 24-1003080-RAISE Grant Obligation Agreement with FRA (10758 : RAISE Grant Agreement and Subrecipient Agreement)

**SCHEDULE I
(NOT USED)**

DRAFT

Attachment: 24-1003080-RAISE Grant Obligation Agreement with FRA (10758 : RAISE Grant Agreement and Subrecipient Agreement)

SCHEDULE J
LABOR AND WORK
(SEE ATTACHMENT 2)

DRAFT

Attachment: 24-1003080-RAISE Grant Obligation Agreement with FRA (10758 : RAISE Grant Agreement and Subrecipient Agreement)

**SCHEDULE K
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

Recipient Type Designation: New

2. Title VI Assessment Information.

Title VI Assessment Completion Date: 2/6/24

DRAFT

Attachment 1

GENERAL TERMS AND CONDITIONS

Revision Date: April 16, 2025

General Terms and Conditions

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ATTACHMENT 1

This Grant Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Recipient identified in Attachment 2: Project-Specific Terms and Conditions. This Agreement, including the Agreement cover sheet, this Attachment 1, Attachment 2, and Exhibits A–C, constitutes the entire Agreement between FRA and the Recipient regarding the Project as defined in Attachment 2. All prior discussions and understandings concerning the scope and subject matter of this agreement are superseded by this Agreement.

This Agreement is governed by and subject to 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the U.S. Department of Transportation (USDOT) implementing regulations at 2 C.F.R. part 1201.

ARTICLE 1: TERMS AND CONDITIONS

1.1 General Terms and Conditions

This Attachment 1: General Terms and Conditions, is part of the Agreement between FRA and the Recipient. This Attachment 1 contains the standard terms and conditions governing the administration of this Agreement and the execution of the Project. The General Terms and Conditions incorporate by reference the information contained in Attachment 2 and the Exhibits to this Agreement.

1.2 Project-Specific Terms and Conditions

Attachment 2: Project-Specific Terms and Conditions, is part of the Agreement between FRA and the Recipient. Attachment 2 contains Project-Specific Terms and Conditions, which may include special terms and conditions.

1.3 Program-Specific Clauses

Article 26 of this Attachment 1 contains the applicable program-specific clauses. The Recipient will comply with the program-specific clauses below that are associated with the grant program identified in Attachment 2 of this Agreement. In the event that the Recipient's grant is not authorized under a program listed below, Article 26 does not apply.

(a) For Projects funded under the Interstate Rail Compacts program (49 U.S.C. § 22910), the Recipient will comply with the program-specific clauses in Article 26.1.

(b) For Projects funded under the Railroad Crossing Elimination program (49 U.S.C. § 22909), the Recipient will comply with the program-specific clauses in Article 26.2.

(c) For Projects funded under the Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907), the Recipient will comply with the program-specific clauses in Article 26.3.

(d) For Projects funded under the Restoration and Enhancement program (49 U.S.C. § 22908), the Recipient will comply with the program-specific clauses in Article 26.4.

(e) For Projects funded under the Federal-State Partnership for Intercity Passenger Rail program (49 U.S.C. § 24911) and Federal-State Partnership for State of Good Repair (as authorized in Sections 11103 and 11302 of the Passenger Rail Reform and Investment Act of 2015 (Title XI of the Fixing America's Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015))), the Recipient will comply with the program-specific clauses in Article 26.5.

1.4 Exhibits

Exhibits A–C are part of the Agreement between FRA and the Recipient. The Recipient will comply with Exhibits A–C.

ARTICLE 2: FRA ROLE AND RESPONSIBILITIES

2.1 FRA Role

(a) FRA is responsible for funding disbursements to the Recipient under this Agreement. FRA will also conduct oversight and monitoring activities to assess Recipient progress against established performance goals and to assess compliance with terms and conditions, including the Statement of Work and other requirements of this Agreement.

(b) If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Recipient in Project activities.

(c) If this award is made as a Grant, FRA will not have substantial programmatic involvement.

2.2 FRA Professional Staff

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. FRA professional staff may include the following:

(a) Financial Analyst. The Financial Analyst will serve as the Recipient's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring.

(b) Grant Manager. The Grant Manager will serve as the Recipient's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Project Manager to facilitate effective Project delivery.

(c) Project Manager. The Project Manager will serve as the Recipient's point of contact for the technical aspects of Project delivery. The Project Manager coordinates Project deliverable review, provides technical assistance to the Recipient, and generally assesses Project progress and performance.

ARTICLE 3: RECIPIENT ROLE

3.1 Representations and Acknowledgments on the Project

(a) The Recipient represents that:

- (1) all material statements of fact in the Application were accurate when the Application was submitted and now; and
- (2) the Recipient read and understands the terms and conditions in Attachment 1 and Attachment 2 of this Agreement, the applicable program-specific clauses in Article 26 of this Attachment 1, and the information and conditions in the Exhibits.

(b) The Recipient acknowledges that:

- (1) the terms and conditions impose obligations on the Recipient and that the Recipient's non-compliance with the terms and conditions may result in remedial action, including terminating the Agreement, disallowing costs incurred for the Project, requiring the Recipient to refund Federal contributions to FRA, and reporting the non-compliance in the Federal-government-wide integrity and performance system. Recipient acknowledges that the terms and conditions impose such obligations on the Recipient whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.
- (2) The Recipient acknowledges that the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

(c) By entering into this Agreement with FRA, the Recipient agrees to comply with the terms and conditions in Attachment 1 and Attachment 2, including applicable program-specific clauses in Article 26 of this Attachment 1, Exhibits A–C, and all applicable Federal laws and regulations, including those identified in this Agreement. The Recipient will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subawards and contracts under this Agreement, as appropriate. The Recipient understands that the terms and conditions of this Agreement apply regardless of whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

3.2 Representations on Authority and Capacity

The Recipient represents that:

- (a) it has the legal authority to receive Federal financial assistance under this Agreement;
- (b) it has the legal authority to complete the Project;
- (c) all representations and warranties made in the Federal System for Awards Management (SAM.gov) and in the Application are true and correct;

- (d) it has the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and complete the Project;
- (e) the Non-Federal Funds listed in Article 6 of Attachment 2 of this Agreement are committed to fund the Project;
- (f) it has sufficient funds available to ensure that equipment and infrastructure funded under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law;
- (g) it has sufficient funds available to ensure that operations funded under this agreement are conducted in compliance with this Agreement and applicable Federal law; and
- (h) the individual executing this agreement on behalf of the Recipient has the legal authority to enter this Agreement and make the statements and certifications in this Agreement on behalf of the Recipient.

3.3 FRA Reliance

The Recipient acknowledges that:

- (a) FRA relied on statements of fact in the Application and SAM.gov to select the Project to receive this award;
- (b) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient and the Project are eligible to receive financial assistance under this Agreement;
- (c) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient has the legal authority to implement the Project; and
- (d) FRA relied on statements of fact in both the Application and this Agreement to establish the terms of this Agreement; and
- (e) FRA's selection of the Project to receive this award may have prevented awards to other eligible applicants.

3.4 Project Delivery

- (a) The Recipient will implement and complete the Project to FRA's satisfaction under the terms of this Agreement.
- (b) The Recipient will ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project

- (a) The Recipient will not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of FRA.

(b) The Recipient will act promptly, in a manner acceptable to FRA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

3.6 Notification of Changes to Key Personnel

The Recipient will notify the FRA Grant Manager in writing within 30 days of any change in key personnel who are identified in the Application, which may require an amendment to this Agreement.

ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount

Under this Agreement, FRA awards a Grant to the Recipient in the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.2 Federal Obligations

This Agreement obligates for the budget period the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.3 Maximum Funding Amount

This Agreement funds the Project at the lesser amount of the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement, or the FRA maximum contribution percentage of the total Project cost identified in Article 6.5 of Attachment 2 of this Agreement.

4.4 Budget Period

The budget period for this award begins on the date of this Agreement and ends on the end date that is listed in Section 5 on the Agreement cover sheet. In this Agreement, "budget period" is used as defined at 2 C.F.R. § 200.1.

4.5 Period of Performance

The Period of Performance for this award is listed in Section 4 on the Agreement cover sheet. In this Agreement, "Period of Performance" is used as defined at 2 C.F.R. § 200.1.

ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement

The Recipient will notify the FRA Grant Manager and Project Manager by electronic correspondence within 30 days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project, including change in authority. In that notification, the Recipient will describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 5.1 is separate from any requirements under this Article 5 that the Recipient request an amendment to this Agreement.

5.2 Scope and Statement of Work Changes

If the Project's activities differ from the activities described in Article 4 of Attachment 2 of this Agreement, then the Recipient will notify FRA in writing of the change, which may require an amendment to this Agreement.

5.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient will request an amendment to this Agreement to update the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement:

- (a) a completion date for the Project or a component of the Project is listed in the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed;
- (b) a schedule change would require the budget period to continue after the end of the budget period defined in Section 4.4; or
- (c) a schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in Section 4.5. The Recipient must submit requests to extend the Period of Performance not later than 90 days before the end of the Period of Performance.

For other schedule changes, the Recipient will notify the Grant Manager in writing.

5.4 Budget Changes

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project;
 - (2) any additional funds the Recipient contributes to complete the Project are subject to the requirements of this Agreement in the same manner as the Non-Federal Funds identified in Article 6.5 of Attachment 2 of this Agreement; and
 - (3) FRA will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient will notify FRA in writing if the total Project cost, as described in Table 6-A of Attachment 2 of this Agreement, amount increases, which may result in an amendment to this Agreement.
- (c) The Recipient will notify FRA in writing if the Non-Federal Funds amount decreases, which may result in an amendment to this Agreement.
- (d) For all other budget changes, the Recipient will follow the applicable procedures and document the changes in writing.

5.5 Project Cost Savings

(a) If there are Project Cost Savings, then the Recipient may notify FRA in writing of its intent to include in the Project and complete with the Project Cost Savings the additional activities within the scope of this award that are specified in the Additional Task(s) in Article 4 of Attachment 2 of this Agreement. The Recipient will complete the Additional Task(s) after FRA provides a written approval. An amendment to this Agreement is not required to proceed with the Additional Task(s).

(b) If there are Project Cost Savings, and there are not Additional Task(s) identified in Article 4 of Attachment 2 of this Agreement, then the Recipient may propose a new task that is within the scope of this award and request an amendment to add the new task to this Agreement and complete it with Project Cost Savings.

(c) In this Agreement, “**Project Cost Savings**” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs. There are no Project Cost Savings prior to completion of the Project or if the actual costs to complete the Project are equal to or greater than the total Project cost listed in Section 6.5 of Attachment 2 of this Agreement.

(d) If there are Project Cost Savings and either the Recipient does not make a proposal or FRA does not accept the Recipient’s proposal under (a) of this Section 5.5, then:

(1) The Recipient will provide written notice to FRA and reduce the Federal Share by the Project Cost Savings, which may result in an amendment to this Agreement; and

(2) If the reduced Federal Share reduces this award and the Recipient received reimbursed costs exceeding the appropriate amount under the reduced award, the Recipient will refund the difference between the reimbursed costs and the reduced award.

(e) In this Agreement, “Federal Share” means the sum of the Agreement Federal Funds and Other Federal Funds amounts that are identified in the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement.

(f) The Recipient acknowledges that amounts that are required to be refunded under this Section constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.6 FRA Acceptance of Changes

FRA may accept or reject changes requested under this Article 5, and in doing so may elect to consider only the interests of the grant program and FRA. The Recipient acknowledges that any request under this Article 5 does not amend, modify, or supplement this Agreement unless FRA

accepts the request and the parties amend this Agreement under Section 15.1 of this Attachment 1.

ARTICLE 6: GENERAL REPORTING TERMS

6.1 Alternative Reporting Methods

FRA may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient will use the processes required by FRA.

6.2 Paperwork Reduction Act Notice

Under 5 C.F.R. § 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (OMB). Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in Articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7: PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications

(a) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a complete FRA Form 34¹ Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

- (1) a certification that the Recipient is in compliance with 2 C.F.R. § 200.303 (Internal Controls) and 2 C.F.R. part 200, Subpart F (Audit Requirements);
- (2) the certification required under 2 C.F.R. § 200.415(a); and
- (3) a certification that the Recipient is complying with any environmental mitigation commitments and Section 106 compliance obligations.

If the date of this Agreement is in the final month of a quarter, then the Recipient will submit the first Quarterly Project Progress Report and Recertification in the quarter that begins after the date of this Agreement.

(b) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a Federal Financial Report (SF-425) covering the previous quarter.

¹ FRA Form 34 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

7.2 Final Progress Reports and Financial Information

No later than 120 days after the end of the Period of Performance, the Recipient will submit:

- (a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in Section 7.1(a) of this Attachment 1 for each Quarterly Project Progress Report and Recertification;
- (b) a final SF-425 through GrantSolutions;
- (c) a Final Performance Report FRA Form 33 as provided by FRA²; and
- (d) any other information required under FRA's award closeout procedures.

7.3 Real Property Reporting

The Recipient will comply with the reporting obligations in 2 C.F.R. § 200.330, as directed by FRA.

ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement

Within one year before the start of work on the Project, the Recipient will collect baseline data for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement. Within six months of the start of the Period of Performance, the Recipient will submit to FRA a Baseline Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure. The Recipient will also provide FRA access to the data collected in machine-readable format.

8.2 Post-Project Performance Measurement

For each performance measure that is listed in Article 7 of Attachment 2 of this Agreement, the Recipient will collect data and submit to FRA a Post-Project Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure, at the frequency and for the duration identified in Article 7 of Attachment 2 of this Agreement. The Recipient will also provide FRA access to the data collected in machine-readable format. If an external factor affects a performance measure, the Recipient will identify that external factor in the Post-Project Performance Measurement Report and discuss the external factor's influence on the performance measure. In the Post-Project Performance Report, the Recipient will compare the actual project performance against the pre-project (baseline) performance and expected post-project performance as described in Table 7-A of Attachment 2 of this Agreement.

²FRA Form 33 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

8.3 Project Outcomes Report

Where indicated in Article 7 of Attachment 2 of this Agreement, the Recipient will submit to FRA, not later than January 31st of the year that follows the final year during which data were collected, a Project Outcomes Report that contains:

- (a) an analysis of the impacts of the Project, including a comparison of the baseline performance measurement data collected under Section 8.1 of this Attachment 1 with the post-project performance measurement data that the Recipient reported in the final Post-Project Performance Measurement Report required under Section 8.2 of this Attachment 1;
- (b) for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement, an analysis of the accuracy of the projected outcome; and
- (c) all data collected under Sections 8.1 and 8.2 of this Attachment 1;
- (d) additional information as directed.

8.4 General Performance Measurement Requirements

The Recipient will ensure that all data collection for each performance measure identified in Article 7 of Attachment 2 of this Agreement is completed in a manner consistent with the description, location, and other attributes associated with that performance measure.

8.5 Outcome Measurement and Reporting Survival

The data collection and reporting requirements in Article 8 of this Attachment 1 survive the termination of this Agreement. FRA may consider the Recipient's compliance with this requirement after closeout of the grant in its evaluation of future applications for Federal financial assistance.

ARTICLE 9: NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations

(a) Notice of Proposed Determination. If FRA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, FRA will notify the Recipient of a proposed determination of noncompliance through a written notice that:

- (1) explains the noncompliance;
- (2) describes a proposed remedy that is consistent with Section 9.2 of this Attachment 1;
- (3) describes the process and form in which the Recipient may respond to the notice that is consistent with Section 9.1(b) of this Attachment 1; and

(4) if applicable, provides the Recipient an opportunity to cure the noncompliance or take corrective action.

(b) Response to Notice of Proposed Determination. The Recipient may, not later than 7 days after receiving the notice of proposed determination of noncompliance, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the proposed remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy;
- (3) acknowledge the noncompliance and agree to cure or take corrective action;
or
- (4) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response sufficient documentation or other information supporting the Recipient's compliance.

(c) Notice of Final Determination. After considering the Recipient's response or failure to timely respond under Section 9.1(b) of this Attachment 1, FRA will make a final determination. To make a final determination, FRA must provide a written notice to the Recipient that:

- (1) states what the final determination is (e.g., noncompliance or compliance);
- (2) states the basis for the final determination; and
- (3) describes the remedy that FRA is imposing, if applicable, or if FRA is not imposing a remedy, describes the resolution to the proposed determination of noncompliance, including whether the Recipient has cured or corrected the noncompliance.

(d) If FRA determines the noncompliance is one that cannot be addressed while work on the Project is ongoing, in the notice of proposed determination or in the notice of final determination, FRA will direct the Recipient to stop work. The Recipient will stop work and will direct any Subrecipients or contractors to stop work immediately upon receipt of a notice to stop work from FRA.

(e) FRA may consider the public interest in making a determination of noncompliance and imposing a remedy.

9.2 Remedies

(a) If FRA makes a final determination of noncompliance under Section 9.1(c) of this Attachment 1, FRA may impose a remedy, including:

- (1) additional conditions on the award;
- (2) requiring the Recipient to prepare and implement a corrective action plan;

- (3) directing the Recipient to stop work;
- (4) any remedy permitted under 2 C.F.R. §§ 200.339–200.340, including withholding of payments ; disallowance of previously reimbursed costs, requiring refunds from the Recipient to FRA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (5) any other remedy legally available.

(b) The Recipient acknowledges that any amounts FRA requires the Recipient to refund to FRA under this Section 9.2 constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

(c) Other Remedies. The termination authority under Article 10 of this Attachment 1 supplements and does not limit FRA’s remedial authority under this Article 9 or 2 C.F.R. part 200, including 2 C.F.R. §§ 200.339-200.240. FRA reserves the right to seek any appropriate remedy or otherwise enforce the terms and conditions of this Agreement as authorized by law.

9.3 Other Oversight Entities

Nothing in Article 9 of this Attachment 1 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION

10.1 Suspension of Award Activities

(a) If FRA determines that the remedy for noncompliance imposed under Article 9 of this Agreement does not achieve the desired result or is unlikely to improve compliance or performance, FRA may suspend activities under this Agreement pending corrective action by the Recipient or termination.

(b) If FRA suspends activities under this Agreement, FRA will notify the Recipient in writing of the following, which may be included in the determinations of non-compliance under Section 9.1 of this Attachment 1:

- (1) what project activities, if any, will take place during the period of suspension;
- (2) what costs FRA will reimburse if the suspension is lifted and the award resumed;
- (3) what corrective actions must occur during the suspension; and
- (4) FRA’s intent to terminate the award under this Article 10 if the Recipient does not meet the conditions of the remedial action.

(c) The duration of the temporary suspension of activities under the Agreement should be commensurate with the corrective action needed, but should not exceed 120 days at the outset. If the Recipient is not making sufficient progress in correcting the noncompliance, FRA must consider both financial and programmatic requirements in determining the appropriate extension to avoid the need for termination.

10.2 FRA Termination

(a) FRA may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:

- (1) the Recipient fails to obtain or contribute the required Non-Federal Funds, or alternatives approved by FRA, as provided in this agreement and consistent with Article 6 of Attachment 2 of this Agreement;
- (2) the Recipient fails to meet a milestone by six months after the completion date listed in Article 5 of Attachment 2 of this Agreement and the Recipient fails to request an amendment to this Agreement pursuant to Section 5.3 of this Attachment 1;
- (3) the Recipient fails to comply with the terms and conditions of this Agreement;
- (4) there are changes to the Project that FRA determines are inconsistent with FRA's basis for selecting the Project to receive the award; or
- (5) FRA determines that termination of this Agreement is in the public interest.

(b) The Recipient may request that FRA terminate the Agreement, which may result in FRA determining noncompliance and imposing remedies pursuant to Article 9 of this Attachment 1.

10.3 Closeout Termination

- (a) This Agreement terminates on Project Closeout.
- (b) In this Agreement, "Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.4 Post-Termination Adjustments

The Recipient acknowledges that under 2 C.F.R. §§ 200.345–200.346, termination of this Agreement does not extinguish FRA's authority to disallow costs, including costs that FRA reimbursed before termination, and recover funds from the Recipient.

10.5 Non-Terminating Events

- (a) The end of the budget period described under Section 4.4 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

(b) The end of the Period of Performance described under Section 4.5 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention

(a) The Recipient will monitor activities under this award, including activities under subawards and contracts, to ensure:

- (1) that those activities comply with this agreement; and
- (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient will monitor the activities of the Subrecipient in compliance with 2 C.F.R. §200.332(e).

(c) The Recipient will retain and provide access to records relevant to the award during the course of the Project and for three years after closeout or longer, as required under 2 C.F.R. § 200.334.

(d) The Recipient will adhere to the recording and recordkeeping requirements set forth in 2 C.F.R. §§ 200.334–200.338. Project Closeout does not alter these requirements.

11.2 Financial Records and Audits

(a) The Recipient will keep all Project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.

(b) The Recipient will keep accounts and records described under Section 11.2(a) of this Attachment 1 in accordance with a financial management system that meets the requirements of 2 C.F.R. §§ 200.302–200.307 and 2 C.F.R. part 200, subpart F and will facilitate an effective audit in accordance with 31 U.S.C. §§ 7501–7506.

(c) The Recipient will separately identify expenditures under the award in financial records required for audits under 31 U.S.C. §§ 7501–7506. Specifically, the Recipient will:

- (1) list expenditures separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including the fiscal year in the format "FY 202X" in the program name; and
- (2) list expenditures on a separate row under Part II, Item 1 (Federal Awards Expended During Fiscal Period) of Form SF-SAC, including "FY 202X" in Column C (Additional Award Identification).

(d) If the Recipient expends \$1,000,000 or more in Federal awards during the Recipient's fiscal year, a single or program audit will be conducted for that year, consistent with 2 C.F.R. §§ 200.501(a) and 200.512(c).

11.3 Internal Controls

The Recipient will establish and maintain internal controls as required under 2 C.F.R. § 200.303.

11.4 FRA Record Access

FRA may access Recipient records related to this award under 2 C.F.R. § 200.337.

11.5 Site Visits

FRA may conduct site visits to review Project activities, accomplishments, and management control systems and to provide technical assistance to the Recipient. The Recipient will provide or ensure reasonable, safe, and convenient access to FRA for any such site visit. FRA will conduct all site visits in such a manner as will not unduly delay work conducted by the Recipient, Subrecipient, or contractor.

ARTICLE 12: CONTRACTING AND SUBAWARDING

12.1 Buy America

(a) For infrastructure projects, steel, iron, manufactured goods, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) For all other projects, the Recipient's acquisition of steel, iron, and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Recipient also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

(c) Under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(d) Under 2 C.F.R. § 200.322, the Recipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders f under this award.

12.2 Small and Disadvantaged Business Requirements

The Recipient will expend all funds under this award in compliance with the requirements at 2 C.F.R. § 200.321 (Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms).

12.3 Engineering and Design Services [Reserved]

12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the Recipient and all Subrecipients from procuring or obtaining certain telecommunications and video surveillance equipment or services under this award.

12.5 Pass-Through Entity Responsibilities

(a) If the Recipient makes a subaward under this award, the Recipient will comply with the requirements for pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. §§ 200.331–200.333, regardless of whether the Recipient is also a Pass-Through Entity as defined in 2 C.F.R. § 200.1.

(b) The Recipient will report any subaward obligation of \$30,000 or more in Federal funds in USASpending.gov consistent with the Federal Funding Accountability and Transparency Act, Pub. L. 109-282.

(c) The Recipient is accountable for performance under this award, the appropriate expenditure of funds, and other requirements under this Agreement. The Recipient is responsible for any non-compliance under the award and for compliance with any remedies imposed.

12.6 Local Hiring Preference for Construction Jobs

Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Recipient or Subrecipient may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. For additional information, see <https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf>.

12.7 Procurement

The Recipient may acquire property, goods, or services in connection with the Project. If the Recipient is a State or Indian Tribe, then it will follow the same policies and procedures it uses for procurements with non-Federal funds in compliance with 2 C.F.R. § 200.317. A Subrecipient of a State will follow the policies and procedures allowed by that State when procuring property



and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a State or Indian Tribe, or Subrecipient of a State or Indian Tribe, will comply with 2 C.F.R. §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations. The Recipient will provide technical specifications and requirements to FRA for review upon request.

ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount

Under this award, FRA will not provide funding in an amount greater than the Agreement Federal Funds. The Recipient acknowledges that FRA is not liable for payments exceeding that amount, and the Recipient will not request reimbursement of costs exceeding that amount.

13.2 Project Costs

This award is subject to the cost principles at 2 C.F.R. part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs

(a) The Recipient will not charge to this award costs that are incurred after the budget period.

(b) The Recipient will not charge to this award costs that were incurred before the date of this Agreement unless those costs are identified as approved pre-award costs in Section 6.6 of Attachment 2 of this Agreement and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. § 200.458. This agreement hereby terminates and supersedes any previous FRA approval for the Recipient to incur costs under this award for the Project. Section 6.6 of Attachment 2 of this Agreement is the exclusive FRA approval of costs incurred before the date of this Agreement.

(c) The Recipient may request approval of pre-award costs in a written request that demonstrates the purpose and amount of the costs, compliance with 2 C.F.R. § 200.458, and whether such costs would otherwise serve as Non-Federal Funds.

13.4 Recipient Recovery of Federal Funds

The Recipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if FRA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner. The Recipient will not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by FRA.

13.5 Unexpended Agreement Federal Funds

Any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States.

13.6 Interest Earned

Interest earned on advances of Agreement Federal Funds is not program income.

13.7 Timing of Payments to the Recipient

- (a) Reimbursement is the payment method, unless otherwise approved by FRA.
- (b) The Recipient will not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.8 Payment Method

- (a) The Recipient will use the DELPHI e-Invoicing System (<https://www.dot.gov/cfo/delphi-einvoicing-system.html>) to request reimbursement under this award. FRA will provide access to that system upon request by the Recipient.
- (b) FRA may deny a payment request that is not submitted using the method identified in this Section.

13.9 Information Supporting Expenditures

- (a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.
- (b) Unless FRA and the Recipient agree otherwise in writing, the Recipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost FRA will contribute identified in Section 6.5 of Attachment 2 of this Agreement. The Recipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.
- (c) If the Recipient submits a request for reimbursement that FRA determines does not include or is not supported by sufficient detail, FRA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Reimbursement Request Timing Frequency

The Recipient will request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient will not submit any single payment request exceeding \$99,999,999.99. The Recipient will not submit a payment request exceeding \$50,000,000.00 unless the Recipient notifies FRA six days before submitting the request.

13.11 Program Income

The Recipient is encouraged to earn income to defray Project costs, where appropriate, and will work with FRA to determine how income may be applied to the grant, in accordance with 2



C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Recipient will maintain records of all program income.

ARTICLE 14: PROPERTY AND EQUIPMENT

14.1 General Requirements

The Recipient will comply with the property standards of 2 C.F.R. §§ 200.310–200.316 and will ensure compliance with these standards for all tiers of subawards and contracts under this award.

14.2 Relocation and Real Property Acquisition

The Recipient will comply with the land acquisition policies and relocation requirements in 42 U.S.C. § 4601 et seq. and 49 C.F.R. part 24, subparts A–F, as applicable. At a minimum, under this section, the Recipient will:

- (a) comply with the land acquisition policies in 49 C.F.R. part 24, subpart B and will pay or reimburse property owners for necessary expenses as specified in that subpart;
- (b) provide a relocation assistance program offering the services described in 49 C.F.R. part 24, subpart C and provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24, subparts D–E; and
- (c) make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. part 24.
- (d) provide to FRA a real estate acquisition and management plan prior to beginning real property acquisition if the Project is designated a Major Project in Article 1 of Attachment 2 of this Agreement, or if the total Project cost in Section 6.5 of Attachment 2 of this Agreement is greater than \$300 million and the Project is also receiving financial assistance from the Federal Transit Administration (FTA).

14.3 Use for Originally Authorized Purpose

The Recipient will ensure that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Recipient will enter into appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

14.4 Maintenance

The Recipient will ensure that any property, improvements to property, and any equipment funded under this Agreement are maintained in good working order and in accordance with FRA regulations, guidelines, and directives.

14.5 Real Property Disposition

In accordance with 2 C.F.R. § 200.311, when real property acquired or improved under this award is no longer used for its originally intended purpose, the Recipient will request disposition instructions from FRA.

14.6 Equipment Disposition

(a) In accordance with 2 C.F.R. §§ 200.313 and 1201.313, when equipment acquired under this award is no longer needed for the Project:

- (1) if the entity that acquired the equipment is a State or a Subrecipient of a State, that entity will dispose of that equipment in accordance with State laws and procedures;
- (2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and
- (3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity will request disposition instructions from FRA. In accordance with 2 C.F.R. § 200.313(f), FRA may permit the Recipient or Subrecipient to retain equipment.

(b) In accordance with 2 C.F.R. §200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. §§ 200.313–200.316 and 2 C.F.R. § 1201.313.

14.7 Recordkeeping

The Recipient will keep records regarding the operation and maintenance of property, improvements to property, equipment, and supplies funded under this Agreement and will provide them to FRA upon request.

14.8 Encumbrance

The Recipient will not create an obligation, such as a transfer of title, lease, lien, mortgage, or encumbrance, that would dispose of or encumber the Recipient's title or other interest in property, improvements to property, equipment or supplies funded under this Agreement without prior written approval from FRA.

The Recipient will not take any action that would adversely affect FRA's interest or impair the Recipient's continuing control over the use of the property, improvements to property, equipment, or supplies funded under the Agreement without prior written approval from FRA.

ARTICLE 15: AMENDMENTS

15.1 Bilateral Amendments

The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by FRA and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

15.2 FRA Unilateral Amendments

(a) FRA may unilaterally amend this Agreement for the following reasons:

- (1) to comply with Federal law;
- (2) at closeout or in anticipation of closeout; and
- (3) other non-substantive changes, such as to correct typographical errors, as deemed appropriate by FRA.

(b) To unilaterally amend this Agreement under Section 15.3 of this Attachment 1, FRA will provide a written notice to the Recipient that includes the amendment and the date that the amendment is effective.

(c) Except at closeout or in anticipation of closeout, FRA may not unilaterally amend the Statement of Work, this Agreement's monetary amount, the delivery schedule, the Period of Performance, or other terms or conditions of this Agreement.

15.3 Other Amendments

The parties will not amend, modify, or supplement this Agreement except as permitted under Sections 15.1, 15.2, or 15.3 of this Attachment 1. If an amendment, modification, or supplement is not permitted under Section 15.1, 15.2, or 15.3 of this Attachment 1, it is void.

ARTICLE 16: [RESERVED]

ARTICLE 17: [RESERVED]

ARTICLE 18: LABOR AND WORK

18.1 Labor and Work

The Recipient will document its consideration of job quality and labor standards related to the Project in Article 9 of Attachment 2 of this Agreement.

ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience

(a) Consistent with the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021) and the National Security Memorandum on Critical Infrastructure Security and Resilience (April 30, 2024), the Recipient will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in Section 1.3 of Attachment 2 of this Agreement is “Elevated,” then not later than two years after the date of this Agreement the Recipient will submit to FRA a report that:

- (1) identifies a cybersecurity point of contact for the transportation infrastructure being improved in the Project;
- (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
- (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
- (4) documents the results of a self-assessment of the Recipient’s cybersecurity posture and capabilities; and
- (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards

The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201, regardless of whether the Recipient or other entity receiving funding under this agreement is a Non-Federal entity as defined in 2 C.F.R. § 200.1, except that subpart F of part 200 does not apply if the Recipient or Subrecipient is a for-profit entity.

20.2 Federal Law and Public Policy Requirements

(a) The Recipient will ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not

impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

(b) Pursuant to Section 3(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Section 3(b)(iv)(B) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

(d) The failure of this Agreement to expressly identify Federal law applicable to the Recipient or activities under this Agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act

(a) FRA is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

(b) The Recipient acknowledges that the Application and materials submitted to FRA by the Recipient related to this Agreement will become FRA records that may be subject to public release under 5 U.S.C. § 552. If the Recipient submits any materials to FRA related to this Agreement that the Recipient considers to include trade secret or confidential commercial or financial information, the Recipient should note that the submission contains confidential business information, mark each affected page, and highlight or otherwise denote the portions of the submission that contain confidential business information.

20.4 History of Performance

Under 2 C.F.R. § 200.206, any Federal awarding agency may consider the Recipient's performance under this Agreement, when assessing the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection

(a) The Recipient acknowledges that it is a "Recipient" within the scope of 41 U.S.C. § 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations

(a) In addition to this document and the contents described in Article 25 of this Attachment 1, this Agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R. part 175: Award Term for Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient will comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications

The Recipient makes the representations in the following certifications, which are incorporated by reference:

- (a) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 21: ASSIGNMENT

21.1 Assignment Prohibited

The Recipient will not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 22: WAIVER

22.1 Waivers

- (a) A waiver of a term of this Agreement authorized by law and granted by FRA will not be effective unless it is in writing and signed by an authorized representative of FRA.

(b) A waiver of a term of this Agreement granted by FRA on one occasion will not operate as a waiver on other occasions.

(c) If FRA fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS

23.1 Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

23.2 Environmental Review

(a) Except as authorized by law or under 23 C.F.R. § 771.113(d)(4), the Recipient will not begin final design activities; acquire real property, construction materials, or equipment, including rolling stock; begin construction; or take other actions that would have an adverse environmental impact or limit the choice of reasonable alternatives for the Project unless and until FRA complies with the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. (NEPA), and any other applicable environmental laws and regulations. In addition, the Recipient will not begin project development that involves ground disturbing activity prior to FRA compliance with NEPA and any other applicable environmental laws and regulations.

(b) The Recipient acknowledges that:

- (1) FRA's actions under Section 23.2(a) of this Attachment 1 may depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to FRA; and
- (2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) Consistent with 23 C.F.R. § 771.105(a), to the maximum extent practicable and consistent with Federal law, the Recipient will coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Article 4 of Attachment 2 of this Agreement and other information described in this Agreement may inform environmental decision-making processes, but the parties do not intend this Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Article 4 of Attachment 2 of this Agreement or other information in this Agreement, then FRA will either:

- (1) amend this Agreement under Section 15.1 of this Attachment 1 for consistency with the selected build alternative; or

(2) if FRA determines that the condition at Section 10.1(a)(5) of this Attachment 1 is satisfied, terminate this Agreement under Section 10.1(a)(5) of this Attachment 1; or

(3) take other action as deemed appropriate by FRA.

(g) The Recipient will complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Article 4 of Attachment 2 of this Agreement identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.3 Project Maintenance Requirement

The Recipient will ensure that any property and equipment funded within this Agreement is operated and maintained in good operating order and in accordance with 2 C.F.R. §§ 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that FRA may issue.

23.4 Appropriations Act Requirements

The Recipient will comply with applicable requirements of the appropriations act identified in Section 6.3 of Attachment 2 of this Agreement.

23.5 Standards of Conduct

The Recipient will comply with the following standards of conduct:

(a) Standards of Conduct. The Recipient will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal contribution provided through this Agreement. The code or standards will provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Subrecipients or contractors. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by Subrecipients or their agents.

(b) Personal Conflict of Interest. The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by the Federal contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

(c) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

(d) Existing Codes or Standards. This Section does not require the Recipient to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the required elements.

(e) Disclosure of Conflicts. The Recipient will disclose in writing any potential conflict of interest to FRA or pass-through entity.

23.6 Changed Conditions of Performance

The Recipient will notify FRA of any event that may affect its ability to perform the Project in accordance with the terms of this Agreement.

23.7 Litigation

The Recipient will notify FRA in writing of any decision pertaining to the Recipient's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. The Recipient will inform FRA in writing before naming FRA as a party to any type of litigation for any reason in any forum.

23.8 [Reserved]

23.9 Equipment and Supplies

The Recipient will maintain written policies and procedures that address acquisition, classification, and management of all equipment and supplies acquired or used under this award.

23.10 Safety and Technology Data

The Recipient will ensure that FRA has access to safety and technology relevant data generated by the Recipient under the award, in a machine-readable format, where specified in Article 4 of Attachment 2 of this Agreement.

23.11 Intellectual Property

The Recipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 C.F.R. Part 401, as applicable.

23.12 Liquidation of Recipient Obligations

(a) The Recipient will liquidate all obligations of award funds under this Agreement not later than 120 days after the end of the Period of Performance.

(b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 C.F.R. §§ 200.344–200.346.

ARTICLE 24: CONSTRUCTION AND DEFINITIONS

24.1 Agreement

This Agreement consists of the following:

- (a) Agreement Cover Sheet
- (b) Attachment 1: General Terms and Conditions
- (c) Attachment 2: Project-Specific Terms and Conditions
- (d) Exhibit A: Applicable Federal Laws and Regulations
- (e) Exhibit B: Additional Standard Terms
- (f) Exhibit C: Quarterly Project Progress Reports and Recertifications

24.2 Construction

- (a) In these General Terms and Conditions, there are no references to articles or sections in project-specific portions of this Agreement that are not contained in Attachments or Exhibits listed in Section 24.1.
- (b) If a provision in these General Terms and Conditions or the Exhibits conflicts with a provision in the Project-Specific Terms and Conditions in Attachment 2 of this Agreement, then the relevant portion in Attachment 2 prevails. If a provision in the Exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.3 Integration

This Agreement constitutes the entire agreement of the parties relating to the Project and supersedes any previous agreements, oral or written, relating to the Project.

24.4 Definitions

This Section defines terms used in this Agreement. Additional definitions found in 2 C.F.R. § 200.1 are incorporated by reference into this Agreement.

“Agreement Federal Funds” means the total amount of Federal funds obligated under this Agreement. This is the amount shown in Section 6.1 of Attachment 2 of this Agreement.

“Application” means the application identified in Article 3 of Attachment 2 of this Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“Construction Substantial Completion” means the stage of the Project when all construction tasks are complete such that the Recipient can use the Project for its intended use and only closeout activities remain. Activity to address or complete closeout activities will not prevent or disrupt use of the Project.



“Contingent Commitment” means the unobligated amounts of future available budget authority specified in law that FRA commits to obligate under the terms of this Agreement.

“Federal Share” means the sum of Agreement Federal Funds and Other Federal Funds. If there are no Other Federal Funds, the Federal Share is the same as the Agreement Federal Funds.

“General Terms and Conditions” means this Attachment 1.

“Other Federal Funds” means Federal funds that are part of the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement for the Project but are not obligated under this Agreement.

“Project” means the project proposed in the Application, as modified by the negotiated provisions of this Agreement, including Attachment 2 of this Agreement.

“Project Closeout” means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

“Project Cost Savings” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs.

“Rural Area” means any area that is not within an area designated as an urbanized area by the Bureau of the Census.

24.5 Calendar Dates

Unless otherwise specified, all dates and durations are in calendar days, calendar quarters, or calendar years, as appropriate.

24.6 Communication in Writing

Unless otherwise specified, all written communication may be provided by electronic mail.

24.7 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement is not affected or impaired by such finding. A provision held to be unenforceable as applied to any party or circumstance remains applicable to other parties and circumstances.

ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it.

ARTICLE 26: PROGRAM-SPECIFIC CLAUSES

26.1 Interstate Rail Compacts Grant Program

The Recipient agrees to comply with the clauses in Section 26.1 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.1 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Non-Federal Match. The Recipient will provide a Non-Federal match of not less than 50 percent of the eligible expenses under the grant.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1, the Recipient will comply with the following clauses, as applicable:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.1 of this Attachment 1, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.1(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Operator Limitation. Recipient's eligible expenses must be related to intercity passenger rail service to be operated by Amtrak.

(i) Reporting. As requested by FRA, the Recipient will report on:

- (1) the status of the planning efforts and coordination funded by the grant award;
- (2) plans for continued implementation of the interstate rail compact;
- (3) the status of, and data regarding, any new, restored, or enhanced rail services initiated under the interstate rail compact; and
- (4) other data and information as requested by FRA.

26.2 Railroad Crossing Elimination Program Clauses

The Recipient agrees to comply with the clauses in Section 26.2 of this Attachment 1.

Consistent with 49 U.S.C. §§ 22905(e) & 22909(j), clauses (b), (c), (d), and (g) of Section 26.2 of this Agreement 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law. In addition, clause (f) does not apply to: 1) the Alaska Railroad or its contractors; or 2) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

- (1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.2(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Impacted Rail Carrier or Real Property Owner Approvals. In accordance with 49 U.S.C. § 22909(e)(2)(A), prior to proceeding with the construction of the Project funded by this Agreement, if applicable, Recipient will obtain necessary approvals to commence construction from any impacted rail carriers or real property owners. If the Project is a planning project, as described in 49 U.S.C. § 22909(d)(6), the Recipient agrees to work collaboratively with rail carriers and right-of-way owners.

(f) Labor Protective Arrangements

(1) Notwithstanding 49 U.S.C. § 22905(e)(1), and in accordance with 49 U.S.C. § 22909(j)(3), any employee covered by the Railway Labor Act (45 U.S.C. § 151 et seq.) and the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.) who is adversely affected by actions taken in connection with the project financed in whole or in part by such grant shall be covered by employee protective arrangements required to be established under 49 U.S.C. § 22905(c)(2)(B). In accordance with 49 U.S.C. § 22905(c)(2)(B), the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404, as such protective arrangements are described in the final FRA guidance titled Equivalent Protections for Railroad Employees and effective December 28, 2022, included herein in Exhibit B.

(2) In accordance with 49 U.S.C. § 22909(j)(3), Recipient, and any successors, assigns, and contractors of Recipient:

- i. shall be bound by the employee protective arrangements required under subparagraph (1); and
- ii. shall be responsible for the implementation of such arrangements and for the obligations under such arrangements, but may arrange for another entity to take initial responsibility for compliance with the conditions of such arrangement.

(3) Labor protections required pursuant to Subsection (f) of Section 26.2 of this Attachment 1 shall be documented consistent with Article 18 of this Attachment 1.

(g) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(h) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.3 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.3 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49

U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes:

compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.3(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.4 Restoration and Enhancement Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.4 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.4 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right-of-way and facilities under current law.

(a) Maximum Funding Limitation. A grant authorized by 49 U.S.C. § 22908 may not exceed:

- (1) 90 percent of the projected net operating costs for the first year of service;
- (2) 80 percent of the projected net operating costs for the second year of service;
- (3) 70 percent of the projected net operating costs for the third year of service;
- (4) 60 percent of the projected net operating costs for the fourth year of service;
- (5) 50 percent of the projected net operating costs for the fifth year of service;
- and
- (6) 30 percent of the projected net operating costs for the sixth year of service.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

- (1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).
- (3) under Section 26.4 of this Attachment 1, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.
- (4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the

Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.4(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Route Reporting. The Recipient will provide similar information regarding the route performance, financial, and ridership projections, and capital and business plans that Amtrak is required to provide, and such other data and information as is required by Article 4 of Attachment 2 of this Agreement.

- (i) Termination. In addition to the terms of this Attachment 1, FRA may terminate this Agreement upon the cessation of service, or the violation of any other term of this Agreement.

26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses

The Recipient agrees to comply with the clauses in Section 26.5 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.5 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

- (a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

- (b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

- (c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. §

10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.5(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Northeast Corridor Cost Allocation. For projects located on the Northeast Corridor, as that term is defined in 49 U.S.C. § 24911(a)(4), Amtrak and the public authorities providing commuter rail passenger transportation at the Project location on the Northeast Corridor must remain in compliance with 49 U.S.C. § 24905(c)(2).

(i) Interest and Financing Costs. Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Recipient will certify to FRA's satisfaction that the Recipient has shown reasonable diligence in seeking the most favorable financing terms.

###

Attachment 2

PROJECT-SPECIFIC TERMS AND CONDITIONS

NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

Project-Specific Terms and Conditions

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ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the [insert full SAM name of Recipient] (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a [insert grant program] grant for the [insert project name] (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Notice of Funding Opportunity for [include title and citation for NOFO] that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

Instructions: If this Agreement obligates funds transferred to FRA from another Federal agency, include the following, which may need adjustments to accurately describe the funds transfer:

In addition, this Agreement obligates funds for the Project, [under the [name of program and citation], and] transferred to FRA from [other agency] for obligation.

1.3 Program Designations

- (a) Research and Development. This award [is/is not] for research and development.
- (b) Project Size. This award is for a [Major/non-Major] Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, January 11, 2023 (Railroad Capital Projects Guidance).
- (c) Phased Funding. This award [is/is not] a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.
- (d) Grant or Cooperative Agreement. This award is made as a [Grant Agreement/Cooperative Agreement].
- (e) Security Risk. This award is for a Project that has a [low/elevated] security risk.

Note: If the Project scope includes telecommunications technology, including positive train control technology, the Project is deemed to have an elevated security risk.

Instructions: For grants under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) and Railroad Crossing Elimination (RCE) programs, include the following:

- (f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award [is/is not] for a Project in a Rural Area.

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ARTICLE 2: SPECIAL TERMS AND CONDITIONS

Instructions: If there are no special terms and conditions, include the following:

There are no special terms for this award.

Instructions: If there are special terms and conditions, such as program-specific terms for programs that are not addressed in Article 26 of Attachment 1 of this Agreement (e.g., Corridor Identification, Research and Development grants), or terms associated with funds transferred to FRA for obligation from another Federal agency, include them below:

2.1 [Section Header]

[Add Text]

2.2 [Section Header]

[Add Text]

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: [insert full title of submitted application]

Application Date: [insert the date in box 3 of the SF-424]

3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The "Federal Award Date" is the effective date of this Agreement, as defined under Section 25.2 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the [insert grant program name], the Assistance Listings Number is [X] and the Assistance Listings Title is [X].

Note: if this Agreement obligates funds transferred to FRA from another agency's discretionary grant program, this Section should also include the program name and assistance listing number for that discretionary grant program.

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3.5 Recipient's Unique Entity Identifier

The Recipient's Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the "Agreement Number."

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

Instructions: Provide a concise description of the Project funded under this Agreement. Section 4.1 should state the objective of the Project and the benefits that that the Project is intended to achieve. Project objectives and benefits inform—and should be consistent with—the Performance Measures in Article 7 of this Attachment 2, Performance Measurement Information.

4.2 Project Location

Instructions: Provide information related to the geographic scope of the Project and identify important, related intercity corridors or service. The Project location should be specific and detailed, including GPS location(s) and mileposts, where possible. Planning projects should identify the study area and provide a map identifying, at a minimum, the major markets intended to be served.

4.3 Project Scope

Instructions: In this Section, divide the Project scope into discrete and delineable tasks. If the Project funded under this Agreement is part of a larger effort, describe that larger effort, but link tasks specifically to the FRA-funded portion of the Project. Clearly define the work to be performed in each task and be sure tasks are linked to deliverables and incorporated into the Project Schedule. Use the instructions below to develop this Section.

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

Instructions: Identify all Project partners and other entities responsible for implementing the Project. Identify all actions the Recipient will perform to ensure the effective management and oversight of the Project.

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

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- [list parties other than the Recipient and identify role]
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- *If not held prior to award, include:* participate in a Project kickoff meeting with FRA following award;
- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

The Recipient shall demonstrate to FRA that the Project is carried out in the most cost-efficient manner.

Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

Instructions: For capital projects, as defined in the Notice of Funding Opportunity, include the following:

The Recipient will identify agreements governing the construction, operation, and maintenance of the Project in the PMP. If requested by FRA, the Recipient will provide FRA the final, executed copies of any agreements within ten business days of the request.

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The PMP will be consistent with the FRA Guidance on Development and Implementation of Railroad Capital Projects (Railroad Capital Projects Guidance) and 49 U.S.C. § 22903, as applicable.

Note: As identified in the Railroad Capital Projects Guidance, the Project Budget for a capital project should be based on a Capital Cost Estimate for the Project. The level of effort required to prepare a Capital Cost Estimate varies based on Project cost, scope, and complexity.

For Major Projects and for Non-Major Projects where FRA determines it is appropriate based on Project cost, scope, and complexity, FRA will work with the Recipient prior to obligation to develop and document expectations and requirements for preparing a Capital Cost Estimate and Financial Plan. These may be included under Task 1 of Section 4.3 of this Attachment 2 as separate subtasks and/or deliverables.

Instructions: For all projects, include the following:

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: [Task Title]

Instructions: Provide a description of the task and the deliverables that will be completed under the task.

Task 2 Deliverables:

Instructions: Identify required deliverables to be completed under this task.

Deliverable ID	[Subtask]	Deliverable Name
2.1	[insert relevant subtask]	[insert deliverable name]

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[2.2]	[insert relevant subtask]	[insert deliverable name]
-------	---------------------------	---------------------------

Task 3: [Task Title]

Instructions: Provide a description of the task and the deliverables that will be completed under the task.

Task 3 Deliverables:

Instructions: Identify required deliverables to be completed under this task.

Deliverable ID	[Subtask]	Deliverable Name
3.1	[insert relevant subtask]	[insert deliverable name]
[3.2]	[insert relevant subtask]	[insert deliverable name]

Additional Task: [Task Title]

Instructions: If the Recipient proposes an Additional Task, in addition to Tasks 1–3, that the Recipient may accomplish if there are Project Cost Savings in accordance with Section 5.5 of Attachment 1 of this Agreement, FRA will consider factors such as the following, and other factors as determined appropriate by FRA, when assessing whether to include an Additional Task:

- *whether the task was included in the Application;*
- *the reason the task was excluded from the scope of this Agreement (e.g., insufficient funds);*
- *the relationship between the revised scope and the purpose for which the Project was selected;*
- *the anticipated success of the Project without the Additional Task;*
- *the Recipient's performance under the grant; and/or*
- *whether deselecting and reallocating funds would better advance program goals.*

If FRA determines it is appropriate to include an Additional Task, describe the task, deliverables, and estimated budget for that Task.

The Recipient will not perform this Task unless: (1) all other work under this Agreement is complete, and (2) FRA provides the Recipient with written approval to proceed with this Additional Task in accordance with Section 5.5 of Attachment 1 of this Agreement.

NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

Additional Task Deliverables:

Instructions: Identify required deliverables to be completed under this task.

Deliverable ID	[Subtask]	Deliverable Name
[]	[insert relevant subtask]	[insert deliverable name]
[]	[insert relevant subtask]	[insert deliverable name]

Instructions: If no Additional Task is requested or FRA determines it is not appropriate to include an Additional Task, include the following:

None.

4.4 Implement Required Environmental Commitments

The Recipient will implement the Project consistent with the documents and environmental commitments identified below.

Instructions: To be completed in coordination with an FRA environmental protection specialist. If there are environmental commitments in the National Environmental Policy Act (NEPA) decision document, Section 106 Programmatic Agreement (PA), or Memorandum of Agreement (MOA), or in other documents or correspondence associated with the environmental review for the Project, include and complete Table 4-A.

Table 4-A: Environmental Commitments

Document Type	Commitment Reference	Document Date
[Categorical Exclusion, Finding of No Significant Impact, Record of Decision]	[insert reference to section(s) of decision where commitment(s) are identified]	[insert date of decision]
[insert title of MOA, PA, or other document or correspondence that contains environmental commitment(s)]	[insert reference to section(s) of document where commitment(s) are identified]	[insert date of MOA/correspondence]

Instructions: If there are no environmental commitments for the Project, include the following:

None.

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Instructions: If the award is for both Project development and Project implementation lifecycle stages, include the following:

The Recipient will implement any environmental commitments identified through the NEPA process conducted under Task [insert task number and title].

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: [This is the same as the date in Section 5 on the Agreement cover sheet]

Period of Performance End Date: [This is the same as the end date in Section 4 of the Agreement cover sheet]

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Note: The Estimated Project Schedule should identify significant milestones in Project advancement, such as completion of tasks. It should not include incremental steps toward meeting those milestones, which should instead be included in the detailed schedule provided as part of the PMP. Section 5.3 of Attachment 1 of this Agreement provides that the Recipient will request an amendment to update the Estimated Project Schedule if the Recipient's estimate for a milestone changes to a date that is more than six months after the date listed.

Instructions: Illustrative milestones are identified in the below table. Provide additional or alternative milestones as appropriate for the Project.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
[Preliminary Engineering Completion]	[Insert Date]
[NEPA Completion]	[Insert Date]
[Final Design Completion]	[Insert Date]
[Construction Substantial Completion]	[Insert Date]

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ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: \$[Insert the total amount of Federal funds obligated under this Agreement.]

Instructions: If the award is a phased funding agreement, also include:

Contingent Commitment: \$[insert the total amount of Contingent Commitment in Table 6-D: Contingent Commitment by Fiscal Year]

6.2 Federal Obligation Information

Federal Obligation Type: [Single or Phased]

6.3 Federal Authorization and Funding Source.

Authorizing Statute: [insert statute]

Appropriation: [insert appropriation including fiscal year]

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until [insert “expended” or the date certain after which funding is no longer available].

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is \$[insert amount of total Project cost estimate].

FRA will contribute a maximum of [percent amount] percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute \$[insert amount] in Agreement Non-Federal Funds. Recipient’s Agreement Non-Federal Funds are comprised of [insert whether the Recipient is contributing cash contributions and the amount, in-kind contribution and the value, or a combination of both].

The Recipient will complete the Project to FRA’s satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Instructions: Complete Tables 6-A and 6-B to identify the Approved Project Budget by Task and by Source. Remove any rows or columns that are not applicable or note in the table that those rows/columns are not applicable. Both tables may need to be modified or expanded for more complex projects, or, for example, to identify more than one source of non-Federal funds.

NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**Table 6-A: Approved Project Budget by Task**

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	[Other Federal Funds]	[Other Non-Federal Funds]	Total
1	Project Administration and Management	\$	\$	\$	\$	\$
2		\$	\$	\$	\$	\$
Total		\$	\$	\$	\$	Total Project Cost: \$

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	\$	%
Agreement Federal Funds	\$	%
[FRA Grant Program]	\$	%
[Source 2]	\$	%
[Other Federal Funds]	\$	%
[Source 1]	\$	%
[Source 2]	\$	%
Agreement Non-Federal Funds	\$	%
[Source 1]	\$	%
[Source 2]	\$	%
[Other Non-Federal Funds]	\$	%
[Source 1]	\$	%
[Source 2]	\$	%

6.6 Pre-Award Costs

Instructions: If the Recipient has not incurred advance or pre-award costs, include the following:

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None. Consistent with 2 C.F.R. part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

Instructions: If the Recipient has incurred advance or pre-award costs for the Project consistent with 2 C.F.R. part 200, include and complete the following:

On [insert date], FRA provided pre-award authority for cost incurrence beginning on [insert date] for the following costs for the Project in response to Recipient's request:

Task #	Task Name	Agreement Federal Funds	Agreement Non-Federal Funds	Total Cost
1		\$	\$	\$
Total		\$	\$	\$

The above pre-award costs were necessary for efficient and timely performance of the scope of work and were incurred directly pursuant to the negotiation and in anticipation of this Agreement.

6.7 Phased Funding Agreement

Instructions: If this Agreement is not a phased funding agreement, include the following:

Not applicable.

Instructions: If this Agreement is a phased funding agreement, include the following:

This Agreement is a phased funding agreement under 49 U.S.C. § 24911(g)(2). The maximum amount of Federal financial assistance ((49 U.S.C. § 24911(g)(2)(B)(ii)) for the Project will not exceed the maximum Federal share (80 percent) of the total costs of the Project (49 U.S.C. § 24911(f)(2)).

The total amount of funds that may be obligated under this Agreement is \$[insert amount], which is the sum of the Agreement Federal Funds and the Contingent Commitment identified in Section 6.1 of this Attachment 2.

This Agreement obligates the Agreement Federal Funds, which is the same as the total amount of funds described in Table 6-C: Obligation by Fiscal Year. Through this Agreement, FRA agrees to obligate the Contingent Commitment pursuant to the terms in Section 6.7. FRA scheduled and allocated the Contingent Commitment as described in Table 6-D: Contingent Commitment by Fiscal Year.

This Agreement does not obligate Federal funds, other than the Agreement Federal Funds identified in Section 6.1 of this Attachment 2. The Contingent Commitment is not an obligation of the Government.

Under this phased funding agreement, the Recipient may incur costs for eligible activities as is reasonably necessary to advance the Project prior to obligation of the Contingent Commitment, without

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prejudice to future reimbursement of the costs, to the extent that such costs are incurred in accordance with all applicable Federal requirements and this Agreement.

To request that FRA obligate the scheduled portion of the Contingent Commitment as described in Table 6-D, the Recipient will request an amendment to this Agreement as provided in Article 15 of Attachment 1 of this Agreement. The Recipient will not request such an amendment more than once every 12 months. Such amounts are subject to the terms and conditions of this Agreement upon obligation.

Unless otherwise determined by the Administrator, FRA's obligation of all or portions of the Contingent Commitment is subject to the availability of Federal funds, program authority, and FRA's determination of satisfactory performance by the Recipient under this Agreement. In assessing performance, FRA will consider whether:

- (a) the Recipient is in compliance with the terms and conditions of this Agreement;
- (b) the Recipient confirms that all statements and representations made in the Federal System for Awards Management, in the Application, and in this Agreement are true and correct as of the request to obligate contingently committed funds; and
- (c) FRA has not terminated this Agreement under Article 10 of Attachment 1 of this Agreement nor provided notice of intent to terminate under Article 9 of Attachment 1 of this Agreement.

Instructions: Table 6-C identifies the amounts obligated by fiscal year and the total amounts obligated under this Agreement. Table 6-D identifies the anticipated allocation of contingent commitment by amount and fiscal year of anticipated appropriation. As funds are obligated and this Agreement is amended, the amount and fiscal year should be removed from Table 6-D and added to Table 6-C.

Table 6-C: Obligation by Fiscal Year

Fiscal Year of Funding Source	Amount
2022	[\$XXX]
Total	[\$XXX]

Table 6-D: Contingent Commitment by Fiscal Year

Fiscal Year of Appropriation	Amount
2022	\$0
2023	[\$XXX]
2024	[\$XXX]
2025	[\$XXX]

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2026	[\$XXX]
Total	[\$XXX]

Pursuant to 49 U.S.C. § 24911(g)(2)(C), if the Recipient does not carry out the Project for reasons within control of the Recipient, the Recipient will repay all Federal grant funds awarded for the Project from all Federal funding sources, for all Project activities, facilities, and equipment, plus reasonable interest and penalty charges allowable by law or established in this Agreement. For the avoidance of doubt, this clause does not restrict or otherwise limit FRA's ability to act under Article 9 or 10 of Attachment 1 of this Agreement.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient's progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
Goal 1				Pre-Project (Baseline) Performance as of:	Frequency:
				Expected Post-Project Performance:	Duration:
Goal 2				Pre-Project (Baseline) Performance as of:	Frequency:
				Expected Post-Project Performance:	Duration:

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***Instruction:** For construction projects, and other projects where FRA deems it appropriate, include the following:*

The Recipient will prepare a Project Outcomes Report pursuant to Section 8.3 of Attachment 1 of this Agreement.

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

***Instructions:** To be completed by an FRA environmental protection specialist to document compliance with NEPA prior to obligation.*

If there is no ground disturbance and the award is for (1) the project development stages of a project (e.g., planning, preliminary engineering, and/or NEPA); (2) research; or (3) a “full lifecycle” grant, provided the award requires notice to proceed to project implementation (e.g., final design or construction) after the completion of project development, and FRA has determined a categorical exclusion applies, include the language below to identify the applicable categorical exclusion(s). Do not use this language for project implementation stages or for ground disturbing activity, including geotechnical studies.

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA’s NEPA-implementing regulations (23 C.F.R. part 771), FRA has determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.3, Tasks [XX], are categorically excluded from detailed environmental review pursuant to 23 C.F.R. § 771.116 (c) [(1), (3), or (8)]. In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 C.F.R. part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties. The actions do not require the use of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 C.F.R. part 774).

Categorical exclusion (CE) means a category of actions that a Federal agency has determined normally do not have a significant impact on the quality of the human environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). 42 U.S.C. § 4336e(1). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

***Instructions:** If the award is for (1) project development that involves ground-disturbing activity; or (2) for project implementation (e.g., final design, construction, or acquisition), including project implementation as part of a full lifecycle grant without a notice to proceed to project implementation, FRA must complete*

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the environmental review for the ground-disturbing activity or the final design and construction project prior to obligation, and document environmental review completion in the grant agreement using the following language:

FRA signed a [type of environmental document] for this Project on [date] [and a [type of Section 106 agreement document] on [date]]. The Recipient [is/is not] responsible for complying with environmental commitments, such as mitigation measures and/or design features, described in the [type of environmental document], as identified in Section 4.4 of this Attachment 2.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: LABOR AND WORK

9.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

***Instructions:** Insert an "X" in the left column in all applicable rows of the table below. For each row marked, follow the relevant instructions to complete the supporting narrative in Section 9.2 of this Attachment 2. FRA expects the Recipient to mark at least one row in Section 9.1 of this Attachment 2.*

This Section identifies the Recipient's efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. (Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. (Describe the training programs in the supporting narrative below.)
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. (Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. (Describe the partnership and workforce strategies in the supporting narrative below.)

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	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. (Describe those actions in the supporting narrative below.)
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described below. (Identify the relevant actions in the supporting narrative below.)
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

9.2 Supporting Narrative

Instructions: Provide a brief supporting narrative as indicated in the table above.

###

Contract No:	<u>24-1003078</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Transit</u>
Vendor No.:	<u>03635</u>	Vendor Name:	<u>DESERTXPRESS ENTERPRISES, LLC (DBA BRIGHTLINE WEST)</u>
Description:	<u>2023 RAISE GRANT SUBRECIPENT AGREEMENT FOR HIGH DESERT BLW STATIONS</u>		

Dollar Amount							
Original Contract		\$	25,000,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	25,000,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	25,000,000.00

Board of Directors	Date:	05/07/2025	Board	Item #	10758
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Capital Project Contracts		Sole Source?	N/A	No Budget Adjustment	
Federal	Funding Agreement			Monthly	

Estimated Start Date: 05/07/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

NHS:	No	QMP/QAP:	Yes	Prevailing Wage:	Yes
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NHS: No

QMP/QAP: Yes

Prevailing Wage: Yes

[illegible]

Ryan Aschenbrenner

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

SUBRECIPIENT AGREEMENT

for the

BRIGHTLINE WEST HIGH-SPEED INTERCITY PASSENGER RAIL SYSTEM - HIGH DESERT STATIONS PROJECT

Dated _____, 2025

by and between

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

and

DESERTXPRESS ENTERPRISES, LLC D/B/A BRIGHTLINE WEST

Subrecipient Unique Identifier: D36ZJBWRKJK1

Federal Award Identification Number (FAIN): [to be added after FRA grant execution]

Federal Award Date: July 20, 2023

Subaward Budget Period Start and End Date: Effective Date until October 31, 2028

Subaward Period of Performance Start and End Date: Effective Date until October 31, 2028

Total Amount of Federal Funds Obligated and Committed: The Amount of Agreement

Federal Funds (as defined in the Grant Agreement)

Award Not for Research & Development

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EXHIBITS

1. DEFINITIONS
2. GRANT AGREEMENT

SUBRECIPIENT AGREEMENT

This RAISE Grant Subrecipient Agreement for the Brightline West High-Speed Intercity Passenger Rail System Project - High Desert Stations Project (this “**Agreement**”) is entered into as of _____, 2025:

BETWEEN:

1. San Bernardino County Transportation Authority, a county transportation authority pursuant to California Public Utilities Code §§130800 et. seq. (“**SBCTA**”); and
 2. DesertXpress Enterprises, LLC, d/b/a Brightline West, a limited liability company organized under the laws of the State of Nevada (the “**Subrecipient**”),
- (each a “**Party**” and, together, the “**Parties**”).

RECITALS

- (a) The Subrecipient is designing, constructing, operating, and maintaining a private intercity high-speed passenger railroad between Southern California and Las Vegas, Nevada known as the Brightline West High-Speed Intercity Passenger Rail System (the “**BLW System**”). The dedicated passenger-only electric high-speed rail line will be designed and constructed for operation and maintenance within an approximately 218-mile corridor that will generally follow the Interstate 15 freeway and right-of-way (“**I-15**”) and is proposed to be built primarily in the median of I-15 in California and Nevada.
- (b) SBCTA is responsible for cooperative regional planning and for furthering an efficient multi-modal transportation system throughout San Bernardino County, California. SBCTA supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts, and long-term planning studies. SBCTA's goal is to encourage responsible growth, a sustainable environment, and a high quality of life for everyone who lives, works, and travels in and through San Bernardino County.
- (c) As part of the BLW System, Subrecipient is designing, constructing, operating, and maintaining passenger stations for the BLW System located in Hesperia and Victor Valley together known as the Brightline West High-Speed Intercity Passenger Rail System - High Desert Stations Project (as more fully described in the Grant Agreement, the “**Project**”).
- (d) SBCTA partnered with the Subrecipient, at the Subrecipient’s request, to file the application, *Brightline West High-Speed Intercity Passenger Rail-High Desert Stations Project* in January 2023, for a grant under the Fiscal Year 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program (the “**Program**”) on January 28, 2023.

- (e) On July 20, 2023, USDOT announced that it selected the Project and intends to award to SBCTA a grant of \$25,000,000 (the “**Grant**”) under the Program in support of the Project.
- (f) SBCTA and USDOT will, following the execution of this Agreement, enter into that certain agreement attached hereto as Exhibit 2 (*Grant Agreement*) (as the same may be amended from time to time in accordance with the terms hereof and thereof, the “**Grant Agreement**”), in connection with the Project.
- (g) (i) SBCTA and the Subrecipient have entered into (A) that certain San Gabriel Subdivision Lease Agreement Related to the Brightline West High-Speed Rail Project effective as of March 2, 2022 (as the same may be amended from time to time) and (B) that certain Local Rail Service Agreement dated July 3, 2024, and (ii) SBCTA, Subrecipient, and the City of Rancho Cucamonga, a California municipal corporation, entered into that Disposition and Development Agreement dated as of October 5, 2022, (as the same may be amended from time to time) (collectively, the “**Existing Agreements**”).
- (h) It is the intent of the Parties, as further described herein, that the Subrecipient, as the developer, owner, and financier of the Project, shall be responsible for all aspects of the design, construction, completion, operation, and maintenance of the Project as required by the Grant Agreement and Applicable Law, and that SBCTA shall (i) be responsible for grant administration as required by the Grant Agreement, and (ii) otherwise not be financially liable to the Subrecipient except as expressly provided herein.
- (i) The Parties desire to set forth the terms pursuant to which the Subrecipient will perform the Subrecipient Obligations (as defined herein) in consideration of SBCTA providing a subaward of the Grant to the Subrecipient and performing the SBCTA Retained Obligations (as defined herein), as further described herein.

AGREEMENT

Now, therefore, the Parties agree as follows:

PART A - PRELIMINARY

1. DEFINITIONS, INTERPRETATION, AND PRECEDENCE

1.1 Definitions

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings set forth in Exhibit 1 (*Definitions*).

1.2 Interpretation

- (a) In this Agreement:
- (i) headings are for convenience only and do not affect interpretation;
 - (ii) unless otherwise stated, a reference to any agreement, instrument, or other document is to such agreement, instrument, or other document as amended or supplemented from time to time;
 - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
 - (iv) a reference in the main body of this Agreement to an Exhibit, schedule, form, or appendix is to the Exhibit, schedule, form, or appendix in or attached to this Agreement, unless expressly provided otherwise;
 - (v) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
 - (vi) a reference to a Person includes such Person's permitted successors and permitted assigns;
 - (vii) a reference to a singular word includes the plural and vice versa (as the context may require);
 - (viii) the words "including", "includes", and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively;
 - (ix) an obligation to do something "promptly" means an obligation to do so within a reasonable period of time after the circumstances permit, avoiding any delay; and
 - (x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

1.3 Order of Precedence

- (a) Except as otherwise expressly provided in this Section 1.3 (Order of Precedence), if there is any conflict, ambiguity or inconsistency between the provisions of this Agreement (including all Exhibits), the order of precedence will be as follows, from highest to lowest:
 - (i) amendments to the provisions of the main body of this Agreement;
 - (ii) the provisions of the main body of this Agreement and Exhibit 1 (Definitions); and
 - (iii) subject to clause (b) below, the provisions of the Exhibits to this Agreement, as amended, other than Exhibit 1 (Definitions).
- (b) In the event of any ambiguity or inconsistency between this Agreement and the Grant Agreement, as between SBCTA and the Subrecipient, this Agreement shall prevail, except where it would result in a breach of the Grant Agreement. The parties acknowledge that there are terms in this Agreement that are not included in the Grant Agreement and are deemed not to be in conflict with the Grant Agreement. In all cases, the parties will work in good faith to harmonize the Grant Agreement and this Agreement.

1.4 Discretions

Except as otherwise expressly provided in this Agreement, all determinations, consents, or approvals of SBCTA or the Subrecipient under this Agreement must not be unreasonably withheld, conditioned, or delayed.

2. PURPOSE OF AGREEMENT; PROJECT; TERM

2.1 Purpose of Agreement

The purpose of this Agreement is to set forth the roles, responsibilities, and obligations of SBCTA and the Subrecipient and for SBCTA to provide a subaward of the Grant for the Project to the Subrecipient.

The Project is more particularly described in Exhibit 2 (Grant Agreement).

2.2 Project

- (a) The Subrecipient agrees to finance, design, construct, operate, maintain, and Complete the Project in accordance with all Applicable Laws, Good Industry Practice, the terms and conditions of this Agreement, and the terms and conditions of the Grant Agreement.
- (b) Exhibit 2 (Grant Agreement) describes the scope of work to be performed by the Subrecipient and provides the schedule for the completion of the Project. The Project scope in Exhibit 2 (Grant Agreement) identifies the ultimate project deliverables. Deliverables for requisition, payment, and

invoice purposes will be the incremental progress made toward completion of the Project scope elements. All Project activities must be consistent with the scope described in Exhibit 2 (Grant Agreement). The Parties will execute an amendment to this Agreement if required to conform the scope of work described in Exhibit 2 (Grant Agreement) to the scope of work for which reimbursement is authorized in the Grant Agreement. Thereafter, any amendments to the Project scope elements approved by USDOT pursuant to the Grant Agreement shall automatically amend the Project scope defined in Exhibit 2 (Grant Agreement) attached hereto. The Subrecipient shall promptly notify SBCTA in writing of any material changes in the Project activities or schedule of which SBCTA is required to notify USDOT, and, to the extent applicable and reasonably feasible, at least fifteen (15) days prior to the date by which SBCTA is required to notify USDOT of such material change under the Grant Agreement (and in no event later than three (3) Business Days prior to such date), and the Subrecipient shall cooperate with SBCTA in seeking any required modifications to the Grant Agreement.

- (c) SBCTA shall not agree to any amendment, modification, or supplement of the Grant Agreement affecting the Subrecipient Obligations (except as the same may be amended unilaterally by USDOT in accordance with Section 20.3 (USDOT Unilateral Modifications) of the General Terms and Conditions attached to the Grant Agreement), or any termination of the Grant Agreement, unless the Subrecipient has consented in writing to such amendment, modification, supplement, or termination. SBCTA shall promptly request amendments, modifications, or supplements to the Grant Agreement and deliver notices requested by the Subrecipient, including those under Section 5.3 (Schedule Changes) of the General Terms and Conditions attached to the Grant Agreement and Section 5.4 (Budget Changes) of the General Terms and Conditions attached to the Grant Agreement. To the extent USDOT unilaterally amends the terms and conditions of the Grant Agreement in accordance with Section 20.3 (USDOT Unilateral Amendments) of the General Terms and Conditions attached to the Grant Agreement, such amendment shall automatically be binding on the Parties for purposes of this Agreement. SBCTA shall promptly provide the Subrecipient with a copy of all amendments to the Grant Agreement.

2.3 Term

Except with respect to this Section 2.3 (Term) and the provisions of this Agreement necessary for the interpretation of this Section 2.3 (Term), this Agreement (and all of the rights and obligations under this Agreement) will come into effect on the date on which:

- (a) Each Party has executed and delivered this Agreement; and

- (b) USDOT and SBCTA have executed and delivered the Grant Agreement in the form attached as Exhibit 2 (Grant Agreement);

(such date, the “**Effective Date**”) and shall continue until the Termination Date (the “**Term**”). This Agreement shall automatically terminate with no liability of either Party to the extent the Effective Date does not occur by the second anniversary of the date of this Agreement.

3. REPRESENTATIONS AND WARRANTIES

3.1 Subrecipient Representations and Warranties

The Subrecipient represents and warrants to SBCTA as follows:

(a) **Existence**

The Subrecipient is a limited liability company duly organized and validly existing under the laws of the State of Nevada.

(b) **Good Standing and Qualification**

The Subrecipient is in good standing and is qualified to do business under the laws of Nevada and the laws of California.

(c) **Power and Authority**

The Subrecipient has full power and authority to finance, execute, deliver, and perform its obligations under each Project Document.

(d) **Authorization**

(i) The execution, delivery, and performance of each Project Document has been duly authorized by all necessary limited liability company action of the Subrecipient.

(ii) Each Person executing each Project Document on behalf of the Subrecipient has been duly authorized to execute and deliver each such document on behalf of the Subrecipient.

(e) **Execution**

Each Project Document has been duly executed and delivered by the Subrecipient.

(f) **Enforceability**

Each Project Document constitutes a legal, valid, and binding obligation of the Subrecipient, enforceable against the Subrecipient in accordance with its terms, subject to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

(g) No Contravention

The execution, delivery, and performance by the Subrecipient of each Project Document does not (and at the time of execution will not) conflict with or result in a default under or a material violation of:

- (i) the Subrecipient's organizational documents; or
- (ii) any Applicable Law.

(h) No Litigation

There is no action, suit, proceeding, investigation, or litigation pending or, to the Subrecipient's knowledge, threatened, that:

- (i) could reasonably be expected to have a material adverse effect on the ability of the Subrecipient to perform its obligations under each Project Document;
- (ii) challenges (A) the Subrecipient's authority to execute, deliver, or perform or (B) the validity or enforceability of any Project Document; or
- (iii) challenges the authority of any Subrecipient representative executing any Project Document.

(i) Solvency

The Subrecipient is financially solvent and able to pay its debts as they mature.

(j) Application

- (i) All representations and warranties made by SBCTA with respect to the Project based on information provided by the Subrecipient in the Federal System for Awards Management ([SAM.gov](https://www.sam.gov)) and in the Application are true and correct.
- (ii) All material statements of fact in the Application based on information provided by the Subrecipient were accurate when:
 - (A) the Application was submitted; and
 - (B) as of the Effective Date, except as set forth in Schedule E of the Grant Agreement.

(k) **Project Documents**

None of the Project Documents has been terminated or rescinded, and there exists no default or event of default under any of them.

(l) **Project Completion**

- (i) The Subrecipient has the legal authority to receive the subaward of the Grant under this Agreement.
- (ii) The Subrecipient has the legal authority to Complete the Project.
- (iii) The Subrecipient has (or, in the case of financial capacity, will have as of the closing of the Project Financing), the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and Complete the Project on behalf of SBCTA.
- (iv) The Subrecipient has the funds or will procure funds sufficient to ensure the Agreement Non-Federal Funds listed in Schedule D (*Award and Project Financial Information*) of the Grant Agreement are committed to fund the Project.
- (v) The Subrecipient has the funds or will procure funds sufficient to ensure that equipment and infrastructure funded under the Grant Agreement will be operated and maintained in compliance with the Grant Agreement and Applicable Federal Law.
- (vi) The Subrecipient has the funds or will procure funds sufficient to ensure that operations funded under the Grant Agreement will be conducted in compliance with the Grant Agreement and Applicable Federal Law.

3.2 **SBCTA Representations and Warranties**

SBCTA represents and warrants to the Subrecipient that:

(a) **Existence, Power, and Authority**

SBCTA is a county transportation authority pursuant to California Public Utilities Code §§130800 et. seq., is validly existing in the State of California, and has the full power and authority to carry on its present activities and to execute, deliver, and perform (i) its obligations under this Agreement and (ii) its obligations under the Grant Agreement (subject to the representations and warranties in Section 3.1(l)(Project Completion) being true and correct, and it being understood that certain of its obligations have been delegated hereunder).

(b) **Authorization**

- (i) The execution, delivery, and performance of this Agreement and the Grant Agreement by SBCTA, and the performance of its obligations contemplated by each such agreement, have been (or, with respect to the Grant Agreement, as of the Effective Date will have been) duly authorized by all necessary action of SBCTA.
- (ii) Each Person executing this Agreement and the Grant Agreement on behalf of SBCTA has been (or, with respect to the Grant Agreement, as of the Effective Date will have been) duly authorized to execute and deliver each such document on behalf of SBCTA.

(c) **Execution**

This Agreement has been duly executed and delivered by SBCTA.

(d) **Enforceability**

Each of this Agreement and the Grant Agreement constitutes a legal, valid, and binding obligation of SBCTA, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

(e) **No Contravention**

The execution, delivery, and performance by SBCTA of this Agreement and the Grant Agreement do not (and at the time of execution will not) conflict with or result in a default under or a material violation of any Applicable Law.

(f) **No Litigation**

There is no action, suit, proceeding, investigation, or litigation pending or, to SBCTA's knowledge threatened, that:

- (i) could reasonably be expected to have a material adverse effect on the ability of SBCTA to perform its obligations under this Agreement or the Grant Agreement;
- (ii) challenges (A) SBCTA's authority to execute, deliver, or perform or (B) the validity or enforceability of this Agreement or the Grant Agreement; or
- (iii) challenges the authority of any SBCTA official executing this Agreement or the Grant Agreement.

(g) **Pass-Through Entity**

- (i) With respect to the Grant, SBCTA is a “Pass-Through Entity” as defined in 2 C.F.R. § 200.1 (*Definitions*).
- (ii) With respect to the Grant and the Subrecipient, SBCTA has satisfied each of the requirements set forth in 2 C.F.R. parts 200 and 1201, including 2 C.F.R. §§ 200.331–200.332.

3.3 Limitation on Representations and Warranties

The representations and warranties of the Subrecipient and SBCTA contained herein are made solely as of the Effective Date.

4. DESIGNATED REPRESENTATIVES

Each Party shall designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the “**SBCTA Representative**” and “**Subrecipient Representative**,” respectively). The initial SBCTA Representative is Ray Wolfe. The initial Subrecipient Representative is Sarah Watterson. Either Party may change the designation of its representative by a subsequent notice in writing delivered to the other Party in accordance with Section 24.9 (*Notices and Communications*).

**PART B – SUBAWARD; GRANT AGREEMENT; SUBRECIPIENT OBLIGATIONS;
EQUIVALENT PROJECT RELIEF**

5. SUBAWARD; GRANT AGREEMENT

5.1 Subaward

- (a) Subject to clause (c) of this Section 5.1 (*Subaward*), SBCTA hereby subawards a grant to the Subrecipient in the amount that is the amount of the Agreement Federal Funds (RAISE Grant Amount) set forth in Section 1 of Schedule D of the Grant Agreement.
- (b) This Agreement obligates for the Budget Period (as defined in the General Terms and Conditions attached to the Grant Agreement) the amount that is the amount of the Agreement Federal Funds in Section 1 of Schedule D of the Grant Agreement.
- (c) Subject to Section 11.8(b) (*Timing of Project Costs*), the Budget Period for this subaward begins on the Effective Date and ends on the end date that is listed in Section 5 on the cover sheet of the Grant Agreement, except for the pre-award costs as set forth in Schedule D of the Grant Agreement.
- (d) The Period of Performance (as defined in the General Terms and Conditions attached to the Grant Agreement) for this subaward is listed in Section 4 on the cover sheet of the Grant Agreement.

5.2 Grant Agreement

- (a) SBCTA shall maintain its eligibility to receive the Grant from USDOT under the Grant Agreement prior to the Termination Date.
- (b) Where USDOT has the right under the Grant Agreement to exercise any discretion, grant or refuse to grant an approval, accept or refuse to accept a request or submission, make any determination or confirm its satisfaction under the Grant Agreement in respect of any matter, and USDOT has exercised its rights in a particular manner, such action shall be binding on the Parties hereunder as it relates to the Subrecipient Obligations, in each case subject to Article 7 (Equivalent Project Relief).

6. SUBRECIPIENT OBLIGATIONS AND SBCTA RETAINED OBLIGATIONS

6.1 Subrecipient Obligations and SBCTA Retained Obligations

- (a) The Subrecipient shall complete and deliver the Project pursuant to SBCTA's obligations under the Grant Agreement on a back-to-back basis, subject to the terms of the Grant Agreement and this Agreement (such obligations, the "**Subrecipient Obligations**"); *provided* that the Subrecipient Obligations shall exclude (a) the SBCTA Monitoring Obligations and (b) SBCTA's administrative functions otherwise required by the Grant Agreement to be performed by SBCTA, including any obligations that can be performed only by a public entity or a pass-through entity, including the monitoring and oversight functions imposed on SBCTA under the Grant Agreement (including under Article 22 (Monitoring, Financial Management, Controls, and Records) of the General Terms and Conditions attached to the Grant Agreement and Section 15.6 (Pass-Through Entity Responsibilities) of the General Terms and Conditions attached to the Grant Agreement) (such excluded obligations, the "**SBCTA Retained Obligations**").

The Subrecipient constitutes a subrecipient for purposes of 2 C.F.R. § 200.331. In the performance of the Subrecipient Obligations, the Subrecipient shall comply with all Applicable Law and applicable regulations, policies, and requirements.

- (b) The Subrecipient acknowledges that:
 - (i) the terms and conditions of this Agreement impose obligations on the Subrecipient and the Subrecipient's non-compliance with such terms and conditions may result in remedial action by USDOT under the Grant Agreement, including terminating the Grant Agreement and disallowing costs incurred for the Project; and
 - (ii) the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

- (c) The Subrecipient shall not take or knowingly permit any action that deprives it of any rights or powers necessary to its performance of the Subrecipient Obligations under this Agreement without the prior written approval of SBCTA.
- (d) SBCTA will comply with Section 3.5(b) (*Rights and Powers Affecting the Project*) of the General Terms and Conditions attached to the Grant Agreement. The Subrecipient shall act promptly to cooperate with SBCTA (to the extent SBCTA is required to act under Section 3.5(b) (*Rights and Powers Affecting the Project*) of the General Terms and Conditions attached to the Grant Agreement) to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Subrecipient's performance of the Subrecipient Obligations under this Agreement.
- (e) SBCTA will promptly provide the Subrecipient with a copy of any notice received from USDOT under the Grant Agreement, including: (i) a notice of acceptance or rejection under Section 5.5 (*USDOT Acceptance of Changes*) of the General Terms and Conditions attached to the Grant Agreement, (ii) a notice of noncompliance or final determination under Article 16 (*Noncompliance and Remedies*) of the General Terms and Conditions attached to the Grant Agreement, (iii) a notice of suspension under Article 16.2 (*Remedies*) of the General Terms and Conditions attached to the Grant Agreement, and (iv) a notice of termination under Article 17.1 (*USDOT Termination*) of the General Terms and Conditions attached to the Grant Agreement.
- (f) To the extent USDOT establishes processes for SBCTA to submit reports required by the Grant Agreement, SBCTA will promptly notify the Subrecipient of such processes and the Subrecipient shall use the processes required by USDOT (or provide reports in such form as is reasonably required by SBCTA in order for SBCTA to use the processes required by USDOT).
- (g) In connection with SBCTA's reporting obligations under Article 7 (*Progress and Financial Reporting*) of the Grant Agreement, SBCTA may request any certifications from the Subrecipient with respect to the Subrecipient Obligations as may be reasonably necessary for SBCTA to comply with such reporting obligations. The Subrecipient will reasonably cooperate and assist SBCTA so that SBCTA can comply with its obligation to monitor the activities of the Subrecipient and maintain Project records in accordance with Article 22 (*Monitoring, Financial Management, Controls, and Records*) of the Grant Agreement.
- (h) The Subrecipient shall reimburse SBCTA for costs incurred in administering the Grant in accordance with the terms of the Reimbursement Agreement.

- (i) Except as otherwise provided herein, the Subrecipient shall have no obligation to perform the Subrecipient Obligations following the termination of this Agreement; *provided* that the Subrecipient shall reasonably cooperate with SBCTA to perform or cause to be performed services on behalf of SBCTA to the extent that USDOT requests SBCTA to perform such services following a termination of the Grant Agreement.

7. EQUIVALENT PROJECT RELIEF

7.1 Equivalent Project Relief

- (a) In accordance with the terms of this Article 7 (*Equivalent Project Relief*), SBCTA shall enforce all rights, entitlements, remedies, and/or defenses under the Grant Agreement for the benefit of the Subrecipient in respect of the Subrecipient Obligations or any other obligation of the Subrecipient under this Agreement (the “**SBCTA Rights**”) and the Subrecipient shall be entitled to receive the benefit of such SBCTA Rights in accordance with and subject to the provisions of this Article 7 (*Equivalent Project Relief*), including SBCTA Rights in respect of:
 - (i) any contribution, indemnification, compensation, damages, or other additional compensation or payment of any kind;
 - (ii) any relief (including time extensions) from the performance of its obligations under, or from termination of, this Agreement;
 - (iii) any certificate, consent, or approval provided for under the Grant Agreement in regard to any matter relating to the Subrecipient Obligations, including any entitlement of SBCTA to request or apply for such certificate, consent, or approval from USDOT or to enforce USDOT’s obligations under the Grant Agreement in respect of the same; and
 - (iv) any provision of or entitlement of the Subrecipient under this Agreement in respect of which this Agreement states that Equivalent Project Relief is to apply.

The Subrecipient’s entitlement to the benefit of SBCTA Rights in connection with the Subrecipient Obligations and/or this Agreement are referred to in this Agreement as “**Equivalent Project Relief**.”

- (b) The Subrecipient shall be entitled to the benefit of any Equivalent Project Relief to the extent that SBCTA is or becomes entitled to such benefit under the Grant Agreement, as applicable, as provided in this Article 7 (*Equivalent Project Relief*).
- (c) If an event or circumstance occurs which entitles the Subrecipient to claim or receive the benefit of any Equivalent Project Relief, the Subrecipient may, upon the occurrence of such event or circumstance, give notice (an

“Equivalent Claim Notice”) of the same to SBCTA. Such Equivalent Claim Notice shall include full details of the relevant event or circumstance and such supporting documentation and information as USDOT may require under the Grant Agreement. The Subrecipient shall provide such information to SBCTA regarding the contents of an Equivalent Claim Notice as the Subrecipient possesses and SBCTA may reasonably request in order to assess the impact of the relevant event or circumstance on SBCTA’s obligations under the Grant Agreement. The Subrecipient shall give the relevant Equivalent Claim Notice to SBCTA as soon as reasonably practicable after it becomes aware of the fact that an event or circumstance gives rise to the relevant claim for Equivalent Project Relief (having regard to any time limit for submission of such claim for Equivalent Project Relief under this Agreement, if any).

- (d) If the Subrecipient gives an Equivalent Claim Notice to SBCTA in accordance with clause (c) above, then:
 - (i) SBCTA shall, promptly following receipt of such Equivalent Claim Notice, submit to USDOT a claim (each an **“Equivalent Claim”**) reflecting the Subrecipient’s Equivalent Claim Notice;
 - (ii) the Subrecipient shall provide such additional details and/or information as may be reasonably requested by USDOT in accordance with the Grant Agreement through SBCTA in relation to the Equivalent Claim;
 - (iii) SBCTA shall authorize representatives of the Subrecipient to manage the relevant Equivalent Claim with USDOT, to the extent and in the manner permitted by USDOT (a written request having been made to USDOT at the time of submitting an Equivalent Claim pursuant to Section 7.1(d)(i) to acknowledge the status of the Subrecipient’s representatives to pursue such claim), in the name and on behalf of SBCTA, and:
 - (A) except as expressly provided in this Agreement, the Subrecipient shall: (i) bear all of its own internal and external costs and expenses (including legal costs, expert witness fees and expenses, witness expenses, and court, adjudicators’, mediators’, experts’ or arbitrators’ fees and expenses) in the pursuit of such Equivalent Claim; (ii) keep SBCTA informed at all times (including providing copies of any relevant documentation) of the progress and outcome of such Equivalent Claim; and (iii) comply with all applicable provisions of this Agreement;
 - (B) (i) SBCTA shall ensure that its representatives are present to the extent of elements of the Equivalent Claim that were not in the Subrecipient’s Equivalent Claim Notice, (ii) the

Subrecipient shall take direction from SBCTA with respect to all aspects of the Equivalent Claim that were not in the Subrecipient's Equivalent Claim Notice, and (iii) the Subrecipient shall bear SBCTA's reasonable and documented external costs and expenses (including legal costs, expert witness fees and expenses, witness expenses, and court, adjudicators', mediators', experts' or arbitrators' fees and expenses), except to the extent such costs and expenses arise due to a breach by SBCTA of the SBCTA Retained Obligations, in which case the same shall be borne by SBCTA; and

- (C) if USDOT does not permit the Subrecipient to manage the relevant Equivalent Claim, then SBCTA shall pursue and manage the Equivalent Claim with USDOT as described in Section 7.1(d)(iv), *provided* that (i) the Subrecipient shall provide all assistance which SBCTA, acting reasonably, considers necessary in connection with the pursuit of those elements of the Equivalent Claim that are in the Subrecipient's Equivalent Claim Notice, including the collection of information and details relating to such elements of the relevant Equivalent Claim as USDOT may request in accordance with the Grant Agreement and the making available of personnel to assist SBCTA in the pursuit of such elements of the Equivalent Claim and (ii) the Subrecipient shall keep SBCTA informed at all times of any matter relevant to the pursuit of those elements of the Equivalent Claim that are in the Subrecipient's Equivalent Claim Notice of which the Subrecipient becomes aware (including through the timely provision of any updates to the Equivalent Claim Notice that are required pursuant to the terms of this Agreement).
- (iv) If SBCTA is required to pursue the Equivalent Claim pursuant to Section 7.1(d)(iii)(C):
 - (A) unless USDOT expressly refuses to permit representatives of the Subrecipient to attend meetings between USDOT and SBCTA at which the Equivalent Claim is to be discussed, representatives of the Subrecipient shall be entitled, and may be required by SBCTA, to attend any meetings between USDOT and SBCTA at which any element of the Equivalent Claim that is in the Subrecipient's Equivalent Claim Notice is to be discussed and the Subrecipient may, at its sole cost and expense, appoint its own counsel and technical advisors for such purpose;

- (B) if USDOT expressly refuses to permit representatives of the Subrecipient to attend meetings between USDOT and SBCTA at which the Equivalent Claim is to be discussed, then SBCTA shall consult with the Subrecipient prior to attendance at each such meeting as to the matters to be discussed at such meeting and will take direction from the Subrecipient as to the position to be presented at such meeting with respect to any element of the Equivalent Claim that is in the Subrecipient's Equivalent Claim Notice and will brief the Subrecipient as soon as is reasonably practicable following each such meeting as to the matters discussed therein;
- (C) SBCTA shall consult with and use Reasonable Efforts to agree with the Subrecipient with respect to the appointment of counsel (other than the Subrecipient's own counsel and technical advisors appointed by the Subrecipient pursuant to Section 7.1(d)(iv)(A)) and other third party advisors by SBCTA, *provided* that SBCTA shall have sole discretion in such appointments after such consultation, and *provided further* that in all cases the Parties will use Reasonable Efforts to agree upon a plan and scope of work and a reasonable budget for the services of such counsel and advisors (provided that the Parties will act reasonably in considering and authorizing any increases in any agreed budget and/or changes in any agreed scope);
- (D) the Subrecipient shall bear and discharge on a current basis, and shall indemnify SBCTA against, all claims, losses, proceedings, damages, liabilities, costs, and expenses (including reasonable legal costs, expert witness fees and expenses, witness expenses, and court, adjudicators', mediators', experts' or arbitrators' fees and expenses) reasonably incurred or borne by SBCTA pursuing the Equivalent Claim in accordance with this Section 7.1(d)(iv), not including the internal costs of SBCTA's own personnel (but including any out of pocket expenses of such personnel and including costs and expenses of USDOT or other Persons where the Subrecipient or SBCTA becomes liable to pay the same); and
- (E) SBCTA shall not be entitled to settle any Equivalent Claim or waive any SBCTA Right related to an Equivalent Claim without the prior written consent of the Subrecipient.
- (v) if the Subrecipient pursues the Equivalent Claim in the name and on behalf of SBCTA pursuant to Section 7.1(d)(iii)7.1(d)(iii):

- (A) SBCTA shall be entitled to attend any meetings between USDOT and the Subrecipient at which the Equivalent Claim is to be discussed and SBCTA may, at its sole cost and expense, appoint its own counsel and technical advisors for such purpose; and
 - (B) the Subrecipient shall be entitled to settle any Equivalent Claim, or waive any SBCTA Right related to an Equivalent Claim under the Grant Agreement, without the prior written consent of SBCTA, unless such settlement or waiver would reasonably be expected to adversely affect an SBCTA Retained Obligation.
- (e) The Subrecipient shall not be entitled to receive any entitlement, benefit, payment or relief in respect of any Equivalent Project Relief under this Article 7 (Equivalent Project Relief) unless and until SBCTA has received such entitlement, benefit, payment or relief from USDOT. In the event of any dispute between the Parties regarding amounts to be paid or relief to be conferred as Equivalent Project Relief under this Section 7.1(e), until that dispute is resolved, SBCTA shall pay or otherwise accord to the Subrecipient the undisputed portion of the payment or relief to which the Subrecipient is entitled only if SBCTA has received such payment or relief from USDOT.
- (f) Following agreement or final determination of the Subrecipient's Equivalent Project Relief as provided in Section 7.1(a) through Section 7.1(e), the Subrecipient shall comply with such agreement or final determination, and:
 - (i) where such Equivalent Project Relief consists of relief from performance of obligations under the Grant Agreement, the Subrecipient shall be relieved from the performance of its obligations under this Agreement to the same extent;
 - (ii) where such Equivalent Project Relief consists of an extension of time under the Grant Agreement, the Subrecipient shall be entitled to a like extension of time under this Agreement; and
 - (iii) where such Equivalent Project Relief consists of a positive adjustment to payments due to SBCTA under the Grant Agreement or the payment of a lump sum by USDOT to SBCTA, as the case may be, except as otherwise provided in this Agreement, SBCTA shall pay to the Subrecipient its share of the amount of such entitlement with respect to Subrecipient Obligations already performed by the Subrecipient no later than ten (10) Business Days, after receipt of the corresponding payment from USDOT, or on such other basis as SBCTA and the Subrecipient may agree, in each case in accordance with the provisions of Section 7.1(e).

- (g) Pending the determination, agreement, or resolution of the Subrecipient's entitlement to Equivalent Project Relief, each Party shall continue to perform its obligations under this Agreement and shall take no steps to enforce any right under this Agreement whether by set-off against sums otherwise payable to the other Party, by commencing proceedings of any kind, by counterclaiming in any proceedings or otherwise howsoever, to the extent that, pursuant to the terms of this Agreement, such right depends upon or is related to the relevant agreement or determination of Equivalent Project Relief. Notwithstanding the foregoing, the Parties agree that nothing contained in this Section 7.1(g) will preclude either Party from commencing legal proceedings in federal district or state courts of the State of California if such proceedings are necessary to preserve any rights or remedies otherwise time barred by an applicable limitation period.
- (h) Upon final determination, agreement, or resolution of the Subrecipient's entitlement to the benefit of any Equivalent Project Relief, the Subrecipient shall be conclusively deemed to have waived any rights under or in connection with such Equivalent Claim in excess of those arising from such determination, agreement or resolution, except insofar as such rights arise from or as a result of any failure on the part of SBCTA to comply with its obligations under this Agreement. Accordingly, except as provided in the preceding sentence, the Subrecipient shall not take any steps, under the Dispute Resolution Procedures or otherwise, to claim that the Subrecipient is entitled under or in connection with this Agreement to any benefit or relief arising out of the Equivalent Claim other than the Subrecipient's entitlement to the benefit of any Equivalent Project Relief according to such final determination, agreement or resolution, and the Subrecipient hereby waives any right to make such a claim.

7.2 **Communication with USDOT and Third Parties**

- (a) Each Party will forward to the other Party without undue delay and in any event no later than five (5) Business Days after receipt or transmittal of the same (or such earlier date based on the requirements of USDOT), any communication that it receives from USDOT or any third party representing or communicating on behalf of USDOT, or transmits to USDOT, that relates to the Grant Agreement or the Subrecipient Obligations.
- (b) To the extent that any written notice, information, consent, claim, request, response, submission, or other communication (a "**Communication**") is required or permitted to be given or made by the Subrecipient directly to USDOT or any other third party under this Agreement, the Subrecipient will provide a copy of the same to SBCTA at the same time as giving or making the Communication to USDOT or such third party.
- (c) Except as otherwise specifically set out in this Agreement, SBCTA hereby gives permission to the Subrecipient to provide all Communications directly to USDOT, including SBCTA in each communication.

- (d) SBCTA will make all Communications required to be made by SBCTA to the Subrecipient under this Agreement in a timely manner so as to permit the Subrecipient to comply with its obligations under this Agreement and will include Subrecipient in respect of all Communications with USDOT.
- (e) The Subrecipient will make all Communications required to be made by the Subrecipient to SBCTA under this Agreement in a timely manner so as to permit SBCTA to comply with its obligations under this Agreement.

8. ACCESS AND INSPECTION RIGHTS

8.1 Access and Inspection Rights for SBCTA and Other Persons

- (a) The Subrecipient acknowledges that SBCTA (and any Person authorized by SBCTA) may, at reasonable times and upon reasonable prior written notice, enter the Project Site for the purpose of:
 - (i) observing or inspecting the Project;
 - (ii) monitoring compliance by the Subrecipient with its obligations under this Agreement, the Grant Agreement, and all Applicable Law and Governmental Approvals; or
 - (iii) exercising any right or performing any obligation that SBCTA has under this Agreement or the Grant Agreement.
- (b) When exercising the rights described in Section 8.1(a) (*Access and Inspection Rights for SBCTA and Other Persons*), SBCTA shall do so (and shall ensure that any other Person authorized by SBCTA does so) in a manner that:
 - (i) does not unreasonably interfere with the Subrecipient's performance of its obligations or exercise of its rights under this Agreement; and
 - (ii) complies with the Subrecipient's reasonable site access and work, health, and safety policies and procedures.
- (c) The Subrecipient shall use Reasonable Efforts to provide SBCTA (and any Person authorized by SBCTA) with every reasonable facility and other assistance necessary for any inspection by such parties, including providing access to any relevant systems, registers, manuals, records (including financial records), plans, and programs.
- (d) The Parties agree and acknowledge that, notwithstanding anything to the contrary in this Agreement, the Subrecipient shall have no liability to SBCTA with respect to SBCTA's access to the Project Site, except in the event of Subrecipient's gross negligence or willful misconduct.
- (e) The Subrecipient agrees that the rights and obligations of the Subrecipient and SBCTA that are set forth in this Section 8.1 (*Access and Inspection*

Rights for SBCTA and Other Persons) shall not limit the rights and obligations that the Subrecipient or SBCTA may have under any other agreement between the Parties (including any right of way occupancy permit issued by SBCTA).

9. GOVERNMENTAL APPROVALS

9.1 Compliance with Governmental Approvals

The Subrecipient shall at all times perform its obligations under this Agreement in compliance with all Governmental Approvals.

9.2 Responsibility for Governmental Approvals

The Subrecipient is solely responsible for obtaining all Governmental Approvals (including any application, revision, modification, amendment, supplement, renewal, or extension related thereto) required in connection with its performance of this Agreement.

9.3 Cooperation with Respect to Governmental Approvals

- (a) If requested by the Subrecipient, SBCTA shall use Reasonable Efforts to cooperate with the Subrecipient in relation to any application by the Subrecipient for a Governmental Approval and shall, at the reasonable request of the Subrecipient, and where necessary to obtain, renew, replace, extend the validity of, or arrange necessary amendments to, any Governmental Approval:
 - (i) execute such documents as can only be executed by SBCTA;
 - (ii) make such applications as required by Applicable Law, either in its own name or jointly with the Subrecipient, as can only be made by SBCTA jointly by the Subrecipient and SBCTA, as applicable; and
 - (iii) attend meetings with appropriately qualified staff and cooperate with such Governmental Entity as reasonably requested by the Subrecipient,

in each case, within a reasonable period of time of being requested to do so by the Subrecipient.

- (b) Except to the extent provided otherwise under any lease or land use agreement between the Subrecipient and SBCTA, if SBCTA provides any assistance to the Subrecipient pursuant to Section 9.3(a) (*Cooperation with Respect to Governmental Approvals*), then the Subrecipient shall reimburse SBCTA for SBCTA's costs of such assistance in accordance with the Reimbursement Agreement.

10. APPLICABLE LAW

10.1 General

The Subrecipient shall at all times in carrying out the Subrecipient Obligations comply, and require its Contractors to comply, with all Applicable Law and the applicable requirements of the Grant Agreement.

10.2 Assistance with Reporting Requirements

The Subrecipient shall use Reasonable Efforts to provide all assistance reasonably requested by SBCTA in connection with any reporting requirements SBCTA must comply with under any Applicable Law and implementing regulations set out in Section 10.1 (General).

10.3 Conflicting Provisions

If there is any conflict between any Applicable Law and the other requirements of this Agreement, Applicable Law will prevail and take precedence over any such conflicting provisions.

PART C – PAYMENTS

11. INVOICES AND PAYMENTS

11.1 Requests for Reimbursement

(a) In order to obtain any of the funds available from SBCTA under this Agreement, the Subrecipient will file with SBCTA its request for reimbursement and any other information regarding the Project and the Project accounts required to justify and support the payment request. SBCTA will request approval from USDOT for reimbursement payments of Eligible Costs associated with the Project.

(b) Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as set forth below:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

11.2 Deliverables and Supporting Documentation

The Subrecipient will submit invoices to SBCTA for the actual costs incurred for the Project (including indirect costs, if applicable) including design, contract labor,

equipment, materials, and project management used in relation to the Project. Requests for reimbursement by the Subrecipient will include supporting documentation for costs incurred in a format acceptable to USDOT (the “**Reimbursement Application**”). Requests for payment shall also include all other USDOT reporting requirements noted in the Grant Agreement, all of which shall be certified by the Subrecipient prior to submittal to SBCTA, as provided in Section 11.1(b) (*Requests for Reimbursement*).

11.3 Final Invoice

The Subrecipient shall submit its last Reimbursement Application for the Project to SBCTA no later than ninety (90) days after the earlier of (i) the expiration of the Budget Period, or (ii) completion of the Project. As part of the closeout of this Agreement, the Subrecipient shall liquidate all obligations of federal funds in accordance with Section 19.1 (*Liquidation of Recipient Obligations*) of the General Terms and Conditions attached to the Grant Agreement. The Parties agree that the provisions of this Section 11.3 (*Final Invoice*) are in furtherance of the requirements of 2 C.F.R. § 200.332(b)(6).

11.4 Payments

- (a) Subject to the other provisions of this Agreement, the Parties will follow the process described in this Section 11.4 (*Payments*) for the submission and payment of invoices. Upon receipt, SBCTA will begin its review of a Reimbursement Application from the Subrecipient. No later than fifteen (15) days after receipt of a Reimbursement Application from the Subrecipient, SBCTA will submit a request for reimbursement to USDOT. Within seven (7) Business Days after receiving funds from USDOT, SBCTA will reimburse the Subrecipient, subject to SBCTA’s right of offset as set forth in clause (f) of this Section 11.4 (*Payments*). No more than two (2) invoices may be submitted in any calendar month.
- (b) If SBCTA disputes an invoice or cost within a Reimbursement Application, SBCTA will proceed with the reimbursement process described above for any undisputed amount and will, no later than ten (10) days after receipt of the Reimbursement Application, notify the Subrecipient of the disputed amount and request supporting documentation to verify the accuracy and sufficiency of the disputed invoice or cost. No later than ten (10) days after receipt of documentation to justify the disputed invoice or cost, SBCTA will proceed with the reimbursement process described above for the resolved invoice or cost; *provided that* all comments have been addressed to SBCTA’s reasonable satisfaction.
- (c) For avoidance of doubt, and notwithstanding any other provision of this Agreement, SBCTA may decline to make a payment if USDOT declines to make a payment pursuant to the Grant Agreement following a determination of noncompliance after a reasonable opportunity to cure by the Subrecipient.

- (d) In furtherance of the requirements of 2 C.F.R. § 200.332(b)(1)(xii), SBCTA shall identify, for each disbursement made to the Subrecipient, the dollar amount made available under the Grant and the Assistance Listings Number (Number 20.933, National Infrastructure Investments) together with any “backup” provided by USDOT that identifies the disbursement’s Assistance Listings Number.
- (e) To the extent that the Subrecipient fails to pay amounts due and owing to SBCTA pursuant to this Agreement or the Reimbursement Agreement and such amounts are thirty (30) days or more past due, SBCTA may offset such amount against further reimbursement payment to be made to the Subrecipient pursuant to this Section 11.4 (*Payments*), to the extent permitted by the Grant Agreement.

11.5 Financial Obligations of SBCTA

SBCTA’s payment of funds for the Project is contingent on SBCTA receiving funds from USDOT under the Grant Agreement. If USDOT reduces the amount of funds available for the Grant award or otherwise fails to pay part of the cost or expense of the Project, then only outstanding incurred costs within the limits of financial assistance provided by USDOT will be eligible for reimbursement from federal funds.

11.6 Limitation of Federal Subaward Amount

The Subrecipient acknowledges and agrees that SBCTA will not provide funding in an amount greater than the amount as provided in Section 5.1(c) (*Subaward*). The Subrecipient acknowledges that neither USDOT nor SBCTA is liable for payments exceeding that amount, and the Subrecipient will not request reimbursement of costs exceeding that amount.

11.7 Project Costs

The Subrecipient acknowledges and agrees that the subaward is subject to the cost principles at 2 C.F.R. part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

11.8 Timing of Project Costs

- (a) The Subrecipient will not charge to this subaward costs that are incurred after the Budget Period.
- (b) The Subrecipient will not charge to this subaward costs that were incurred before the Effective Date unless those costs are identified in Section 5 (*Approved Pre-Award Costs*) of Schedule D of the Grant Agreement as “pre-award” costs, and such costs would have been allowable if incurred during the Budget Period. This limitation applies to pre-award costs under 2 C.F.R. § 200.458.

- (i) This Agreement hereby terminates and supersedes any previous approval for the Subrecipient to incur costs under this subaward for the Project.
- (ii) The Subrecipient acknowledges and agrees that Section 5 (Approved Pre-Award Costs) of Schedule D of the Grant Agreement is the exclusive USDOT approval of allowable costs incurred before the Effective Date.

11.9 Subrecipient Recovery of Federal Funds

The Subrecipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if SBCTA or USDOT determine that those funds have been spent fraudulently, or misused in violation of Federal laws.

11.10 Unexpended Agreement Federal Funds

The Subrecipient acknowledges and agrees that any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States under the Grant Agreement.

11.11 Interest Earned

The Subrecipient acknowledges and agrees that interest earned on advances of Agreement Federal Funds (if any) is not program income under the Grant Agreement. Without limitation, in the event that the Subrecipient receives advanced payments as described in 2 CFR 200.305 (*Federal Payment*), the Subrecipient agrees to comply with the applicable provisions of 2 CFR 200.305 (*Federal Payment*).

11.12 Timing of Payments to the Subrecipient

- (a) Reimbursement is the payment method.
- (b) The Subrecipient will not request reimbursement of a cost before the Subrecipient has entered into an obligation for that cost.

11.13 Payment Method

- (a) SBCTA will use the DELPHI e-Invoicing System (<https://www.dot.gov/cfo/delphi-einvoicing-system.html>) to request reimbursement under the Grant.
- (b) The Subrecipient will submit payment requests to SBCTA in a form reasonably requested by SBCTA based on USDOT requirements, presently the DELPHI e-Invoicing System.

11.14 Information Supporting Expenditures

- (a) When requesting reimbursement of costs incurred, the Subrecipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Subrecipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.
- (b) Unless the Parties and USDOT agree otherwise in writing, the Subrecipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost USDOT will contribute identified in Section 3 (Approved Project Budget) of Schedule D of the Grant Agreement or aligns with any different percentage allowed by the Grant Agreement. The Subrecipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.

11.15 Reimbursement Request Timing Frequency

The Subrecipient will request reimbursement as needed to maintain cash flow sufficient to timely Complete the Project. The Subrecipient will not submit any single payment request exceeding \$99,999,999.99. The Subrecipient will not submit a payment request exceeding \$50,000,000.00 unless the Subrecipient notifies SBCTA ten (10) days before submitting the request. SBCTA shall promptly, and in any event no later than the deadline set forth in Section 18.9 (Reimbursement Request Timing Frequency) of the General Terms and Conditions attached to the Grant Agreement, submit a corresponding notice to USDOT.

11.16 Indirect Cost Rate

The Subrecipient has elected to seek reimbursement for actual direct expenses, and therefore there is no indirect cost rate.

11.17 Segregated Account.

SBCTA agrees that the funds provided by USDOT to SBCTA pursuant to a Reimbursement Application shall be deposited in a **separate segregated account** owned and controlled by SBCTA prior to the disbursement by SBCTA to the Subrecipient.

PART D – CLAIMS AND POST-TERMINATION CLAIMS; INDEMNIFICATION; LIMITATIONS ON LIABILITY

12. CLAIMS AND POST-TERMINATION CLAIMS; INDEMNITY FROM THE SUBRECIPIENT

12.1 Claims, Post-Termination Claims, and Indemnity

Subject to Section 12.2 (*Exclusions from Indemnity*), to the fullest extent permitted by Applicable Law, the Subrecipient shall release, defend, indemnify and hold harmless SBCTA, the State of California, and their directors, officers, employees, contractors, and agents from and against any and all (i) Claims and (ii) Post-Termination Claims.

12.2 Exclusions from Indemnity

The Subrecipient shall not be responsible nor be obliged to release, defend, indemnify, or hold harmless SBCTA with respect to any liability, Claim, or Post-Termination Claim under Section 12.1 (*Indemnity*) to the extent that the same arise as a direct result of:

- (a) an SBCTA Default as defined in Section 14.2 (*SBCTA Default*); or
- (b) an SBCTA Fault.

12.3 Conduct of Claims and Post-Termination Claims

- (a) If SBCTA receives any notice, demand, letter, or other document concerning any Claim or Post-Termination Claim for which it appears that SBCTA is, or may become, entitled to indemnification or compensation under this Agreement under Section 12.1 (*Indemnity*), SBCTA shall give notice in writing to the Subrecipient as soon as reasonably practicable (and in any event, with sufficient time to give the Subrecipient a reasonable period to respond taking into account any time limits set forth in the Grant Agreement).
- (b) If notice is given as provided in clause (a) above, then the Subrecipient shall be entitled to dispute the claim or respond to the relevant notice in the name of SBCTA at the Subrecipient's own expense and take over conduct of any response, defense, dispute, compromise, or appeal of such claim and of any incidental negotiations, in each case in consultation with the SBCTA Attorney (or its designee). SBCTA shall give (and request that the SBCTA Attorney give) the Subrecipient all reasonable cooperation, access, and assistance for the purposes of considering and resisting such claim and will maintain the confidentiality of all communications between SBCTA or SBCTA Attorney and the Subrecipient concerning such defense.
- (c) If defending any claim as described in this Section 12.3 (*Conduct of Claims and Post-Termination Claims*) in which there is a conflict of interest

between the Subrecipient and SBCTA, SBCTA or the SBCTA Attorney may appoint independent legal counsel in respect of such claim and, if it is determined that SBCTA is entitled to indemnification by or compensation from the Subrecipient, all reasonable external costs and expenses incurred by SBCTA in so doing will be included in the indemnity or compensation from the Subrecipient.

- (d) With respect to any claim conducted by the Subrecipient pursuant to this Section 12.3 (Conduct of Claims and Post-Termination Claims):
 - (i) the Subrecipient shall keep the SBCTA Attorney and SBCTA reasonably informed and consult with each of them about material elements of the conduct of the Claim or Post-Termination Claims, as applicable; and
 - (ii) with respect to a settlement that adversely impacts the SBCTA Retained Obligations, the Subrecipient shall not settle such aspect of such Claim or such aspect of the Post-Termination Claim, as applicable, without the consent of SBCTA, such consent not to be unreasonably withheld or delayed.
- (e) SBCTA (or the SBCTA Attorney on its behalf) may take over conduct of any defense, dispute, compromise, or appeal of the Claim or Post-Termination Claim, as applicable, and of any incidental negotiations if the Subrecipient (i) notifies SBCTA and the SBCTA Attorney that the Subrecipient does not intend to take over conduct of the Claim or Post-Termination Claim, as applicable, (ii) fails to notify SBCTA or the SBCTA Attorney of the Subrecipient's intention to take over conduct of the relevant claim within thirty (30) days of the notice from SBCTA under clause (a) of this Section 12.3 (Conduct of Claims and Post-Termination Claims), or (iii) fails to comply in any material respect with clause (d) of this Section 12.3 (Conduct of Claims and Post-Termination Claims).
- (f) With respect to any claim conducted by SBCTA (or the SBCTA Attorney on its behalf) pursuant to this Section 12.3 (Conduct of Claims and Post-Termination Claims):
 - (i) SBCTA (or the SBCTA Attorney on its behalf) shall keep the Subrecipient reasonably informed and consult with it about material elements of the conduct of the Claim or Post-Termination Claim, as applicable; and
 - (ii) except to the extent the Subrecipient has notified SBCTA and the SBCTA Attorney that the Subrecipient does not intend to take over conduct of the Claim or Post-Termination Claim, as applicable, SBCTA shall not settle such Claim or Post-Termination Claim, as applicable, without the consent of the Subrecipient.

13. LIMITATIONS ON LIABILITY

13.1 Limitations on Liability of Subrecipient

- (a) The maximum aggregate liability of the Subrecipient under this Agreement, including for default, breach, negligence, performance of obligations, indemnity obligations, or otherwise in connection with the Subrecipient Obligations, and at law or in equity, shall be limited to: (i) an amount equal to the amount of the Grant that the Subrecipient has actually received from SBCTA pursuant to this Agreement and (ii) the reasonable and documented costs and expenses of SBCTA in complying with its obligations under Article 7 (Equivalent Project Relief) and Section 12.3 (Conduct of Claims and Post-Termination Claims) that have not been reimbursed under the Grant Agreement, this Agreement, or the Reimbursement Agreement.
- (b) The limitation of liability in Section 13.1(a) does not apply to, nor shall the calculation thereof include:
 - (i) liabilities that arise out of the gross negligence, willful misconduct, or fraud of the Subrecipient or the bankruptcy of the Subrecipient;
 - (ii) fines and penalties under any Applicable Law or any costs incurred by the Subrecipient in complying with obligations that arise out of any failure by the Subrecipient to comply with any Applicable Laws;
 - (iii) fines and penalties under any Applicable Law incurred by SBCTA as a result of a failure by the Subrecipient to comply with any Applicable Laws; or
 - (iv) any costs and expenses incurred by the Subrecipient in the performance of the Subrecipient Obligations.

13.2 Limitations on Liability of SBCTA

- (a) The maximum aggregate liability of SBCTA under this Agreement, including for default, breach, negligence, performance of obligations, indemnity obligations or otherwise in connection with its obligations hereunder, and at law or in equity, shall be limited to payment of Eligible Costs allowed by USDOT in an amount not to exceed the amount of the Grant that SBCTA has then (i) actually received pursuant to the Grant Agreement but (ii) not remitted to the Subrecipient.
- (b) The limitation of liability in Section 13.2(a) does not apply to, nor shall the calculation thereof include, any costs and expenses incurred by SBCTA in the performance of the SBCTA Retained Obligations.

PART E - TERMINATION AND CURE RIGHTS

14. TERMINATION FOR SBCTA DEFAULT

14.1 SBCTA Breach

- (a) If the Subrecipient becomes aware of any breach of this Agreement by SBCTA, then the Subrecipient will give timely notice thereof to SBCTA, (a) specifying that such notice is a notice of breach of this Agreement, and (b) describing such breach in detail that is sufficient for SBCTA to understand the scope and nature of such breach. For a period of sixty (60) Business Days following SBCTA's receipt of such notice (or for such longer period as agreed by the Parties), subject to (i) Section 17.1 (Noncompliance Event under Grant Agreement), (ii) Section 17.2 (Subrecipient Cure Rights), and (iii) any limitation in the Grant Agreement on curing such breach, each of the Parties shall cooperate with the other and shall use its Reasonable Efforts, at its own expense, to take, or cause to be taken, all actions reasonably necessary to cure such breach.
- (b) Following the period of time described in clause (a) above, to the extent such breach has not been cured, the Subrecipient may exercise its remedies permitted hereunder with respect to such breach, including specific performance pursuant to Section 22.10 (Specific Performance).

14.2 SBCTA Default

The occurrence of any one or more of the following will constitute a “**SBCTA Default**” except if caused directly by a Subrecipient Fault:

- (a) any termination of the Grant Agreement by USDOT due to any default by the Recipient under the Grant Agreement (other than a default by Recipient arising due to SBCTA's breach of any of the representations in clauses (2) through (5) (inclusive) of Section 3.2 (Statements on Authority and Capacity) of the General Terms and Conditions attached to the Grant Agreement;
- (b) any termination of the Grant Agreement by SBCTA without the consent of the Subrecipient; or
- (c) SBCTA fails to comply with Section 21.3 (Assignment by SBCTA).

14.3 Termination for SBCTA Default

- (a) If an SBCTA Default occurs, the Subrecipient may deliver a notice to SBCTA electing to terminate this Agreement (“**Subrecipient Termination Notice**”) at any time.
- (b) A Subrecipient Termination Notice must specify the type of SBCTA Default that has occurred entitling the Subrecipient to terminate.

- (c) This Agreement will terminate on the date that is thirty (30) days after the date SBCTA receives a Subrecipient Termination Notice.

14.4 Compensation on Termination

If this Agreement is terminated pursuant to this Article 14 (Termination for SBCTA Default), SBCTA shall owe compensation to the Subrecipient in the amount of the portion of the Grant then due and payable by SBCTA to the Subrecipient pursuant to this Agreement, so long as SBCTA has then received such amount from USDOT.

15. TERMINATION FOR SUBRECIPIENT DEFAULT

15.1 Subrecipient Breach

- (a) If SBCTA becomes aware of any breach of this Agreement by the Subrecipient, then SBCTA will give timely notice thereof to the Subrecipient, (i) specifying that such notice is a notice of breach of this Agreement, and (ii) describing such breach in detail that is sufficient for the Subrecipient to understand the scope and nature of such breach. For a period of sixty (60) Business Days following the Subrecipient's receipt of such notice (or for such longer period as agreed by the Parties), subject to (i) Section 17.1 (Noncompliance Event under Grant Agreement) and (ii) any limitation in the Grant Agreement on curing such breach, each of the Parties shall cooperate with the other and shall use its Reasonable Efforts, at its own expense, to take, or cause to be taken, all actions reasonably necessary to cure such breach.
- (b) Following the period of time described in clause (a) above, to the extent such breach has not been cured, SBCTA may exercise its remedies permitted hereunder with respect to such breach, including specific performance pursuant to Section 22.10 (Specific Performance).

15.2 Subrecipient Default

The occurrence of any one or more of the following will constitute a "**Subrecipient Default**" except if caused directly by an SBCTA Fault:

- (a) there occurs any final, non-appealable suspension or debarment that precludes SBCTA from maintaining this Agreement with the Subrecipient without a replacement subrecipient being provided pursuant to the terms of any Lenders' Direct Agreement; or
- (b) any termination of the Grant Agreement by USDOT due to any Subrecipient Fault.

15.3 Termination for Subrecipient Default

- (a) If a Subrecipient Default occurs, then SBCTA may serve a Termination Notice ("**SBCTA Termination Notice**") on the Subrecipient at any time.
- (b) An SBCTA Termination Notice must specify the Subrecipient Default that has occurred entitling SBCTA to terminate.
- (c) This Agreement will terminate on the date that is thirty (30) days after the date the Subrecipient receives an SBCTA Termination Notice.

15.4 Compensation on Termination

If this Agreement is terminated in accordance with this Article 15 (*Termination for Subrecipient Default*), SBCTA shall only owe compensation to the Subrecipient in the amount of the portion of the Grant then due and payable by SBCTA to the Subrecipient pursuant to this Agreement, so long as SBCTA has then received such amount from USDOT. Subrecipient may, however, owe SBCTA indemnity compensation pursuant to Section 12.1 (*Claims, and Post-Termination Claims and Indemnity*).

16. EXCLUSIVE TERMINATION RIGHTS

This Part E (*Termination and Cure Rights*) contains the entire and exclusive rights of SBCTA and the Subrecipient to terminate this Agreement, and any and all other rights to terminate under Applicable Law are waived to the maximum extent permitted by Applicable Law.

17. NONCOMPLIANCE EVENT/SUBRECIPIENT CURE RIGHTS

17.1 Noncompliance Event under Grant Agreement

If SBCTA is notified of, or receives, a notice of a proposed determination under Section 16.1 (*Noncompliance Determination*) of the General Terms and Conditions attached to the Grant Agreement (the "Notice of Proposed Determination"), then SBCTA will provide such notice to the Subrecipient within two (2) Business Days of notification or receipt thereof. The Subrecipient shall deliver a response (the "Response Notice") to SBCTA no later than four (4) Business Days from the date of the Notice of Proposed Determination for SBCTA's review. SBCTA and the Subrecipient shall work together to finalize the Response Notice to allow SBCTA to deliver the Response Notice no later than seven (7) calendar days from the receipt of the Notice of Proposed Determination. SBCTA and the Subrecipient shall continue to work together in order to comply with the provisions of Article 16 (*Noncompliance Determinations*) of the General Terms and Conditions attached to the Grant Agreement until the noncompliance event is resolved or until USDOT issues a final determination of noncompliance (the "Notice of Final Determination") that does not allow a curative action by SBCTA or Subrecipient.

17.2 Subrecipient's Right to Cure

If the Subrecipient reasonably believes that action is required because SBCTA is in breach or default of the Grant Agreement or is not taking action as required under the Grant Agreement or this Agreement (including in connection with any notice received by SBCTA under Article 16 (Noncompliance Determinations) of the General Terms and Conditions attached to the Grant Agreement), then, to the fullest extent permitted by any Applicable Law and to the extent not prohibited by the Grant Agreement or written notice to SBCTA from USDOT regarding SBCTA Monitoring Obligations, the Subrecipient may (or, to the extent such SBCTA breach, default, or failure to take action relates to any SBCTA Monitoring Obligations (as defined herein), may cause a Third-Party Monitor (as defined herein) to) take action in accordance with this Article 17 (Noncompliance Event/Subrecipient Cure Rights). In the event a Lenders' Direct Agreement is executed, SBCTA will acknowledge the lender's cure rights provided therein.

17.3 Notice to SBCTA

If Section 17.2 (Subrecipient's Right to Cure) applies and the Subrecipient wishes to take action (or, to the extent the relevant SBCTA breach, default, or failure to take action relates to any SBCTA Monitoring Obligations, wishes to cause a Third-Party Monitor to take action), then, the Subrecipient shall notify SBCTA and USDOT in writing of the following:

- (a) the desired action;
- (b) the reason for such action;
- (c) the desired date of commencement of such action;
- (d) the time period which it believes will be necessary for such action;
- (e) to the extent practicable, the effect on SBCTA during the period such action is being taken; and
- (f) to the extent the relevant SBCTA breach, default, or failure to take action relates to any SBCTA Monitoring Obligations, the identity of the Third-Party Monitor that will carry out such action on behalf of SBCTA.

17.4 Required Action by the Subrecipient or Third-Party Monitor

- (a) Following service of notice under Section 17.3 (Notice to SBCTA) and SBCTA's failure to adequately address the requested action within a reasonable time;
 - (i) the Subrecipient or the Third-Party Monitor, as applicable, may take any action as notified or otherwise permitted under Section 17.3 (Notice to SBCTA) and any consequential additional actions it reasonably believes are necessary (each a "**Required Action**"); *provided that to the extent the relevant SBCTA breach, default, or*

failure to take action relates to any SBCTA Monitoring Obligations, only the Third-Party Monitor (and not the Subrecipient) shall be permitted to take any such Required Action on behalf of SBCTA; and

- (ii) SBCTA shall use Reasonable Efforts to give all assistance requested by the Subrecipient or Third-Party Monitor, as applicable, while such party is taking any Required Action.
- (b) The Subrecipient shall (or, if applicable, shall cause the Third-Party Monitor to) provide SBCTA with notice of completion of any Required Action. The Subrecipient shall also use Reasonable Efforts to provide (or, if applicable, use Reasonable Efforts to cause the Third-Party Monitor to provide) SBCTA with notice of anticipated completion as far in advance as is reasonably practicable.
- (c) The Subrecipient shall (or, if applicable, shall cause the Third-Party Monitor to) undertake any Required Action in accordance with Good Industry Practice.

17.5 Relief Due to Exercise of Cure Rights

If the Subrecipient or Third-Party Monitor takes Required Action in accordance with Section 17.4 (*Required Action by the Subrecipient or Third-Party Monitor*), for so long as, and to the extent that, such Required Action is being taken and it prevents SBCTA from performing any of its obligations under this Agreement, SBCTA will be relieved from performing such obligations under this Agreement.

PART F - MISCELLANEOUS

18. Maintenance and Inspection of Records

- (a) The Subrecipient shall:
 - (i) keep and maintain all its books, records and documents relating to the Project and the Subrecipient Obligations (including, for the avoidance of doubt, copies); and
 - (ii) notify SBCTA where such books, records and documents are kept.
- (b) The Subrecipient shall make all of its books, records, and documents available for inspection by SBCTA, USDOT, or either agency's representatives, at the Subrecipient's project office (or such other location as approved by SBCTA in writing, in its absolute discretion) at all times during normal business hours, without charge. SBCTA, USDOT, or either agency's representatives may conduct any such inspection upon forty-eight (48) hours' prior written notice, or unannounced and without prior notice where there is Good Faith suspicion of fraud or criminal activity. When conducting any inspection, SBCTA, USDOT, or either agency's

representatives may make extracts and take notes, subject to its confidentiality obligations under this Agreement.

- (c) The Subrecipient shall provide copies of its books, records, and documents to SBCTA, USDOT, or either agency's representatives, as and when reasonably requested by SBCTA or USDOT.
- (d) The Subrecipient shall (i) retain all of its books, records, and documents until the end of the Term and (ii) retain all of its books, records, and documents it produces or receives (if any) regarding the Project for three (3) years following the end of the Term. If any provision of this Agreement specifies any longer time period for retention of particular records, such time period will prevail.
- (e) Despite clause (d) of this Article 18 (*Maintenance and Inspection of Records*), all records that relate to disputes being processed or actions brought under the Dispute Resolution Procedures must be retained and made available until any later date that such disputes and actions are finally resolved. The Subrecipient reserves the right to assert exemptions from disclosure of information that would be exempt under Applicable Law from disclosure or introduction into evidence in legal actions.

19. **PROJECT DATA AND INTELLECTUAL PROPERTY**

As between the Parties, the Project Data, and all Intellectual Property encompassed in the Project Data is, and remains, the property of the Subrecipient and its licensors, despite the Subrecipient making that Project Data available to SBCTA or USDOT. The Subrecipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 C.F.R. Part 401, as applicable.

20. **CONFIDENTIALITY AND PUBLIC DISCLOSURE**

20.1 **Confidentiality**

- (a) In this Section 20.1 (*Confidentiality*), "**Information**" means all information relating to the other Party which is supplied by or on behalf of the other Party (whether before or after the Effective Date), in writing, including all analyses, compilations, studies, and other documents whether prepared by or on behalf of a Party which contain or otherwise reflect or are derived from such information.
- (b) To the extent permitted by law, each Party will maintain the confidentiality of any Information, except that Information may be disclosed or provided:
 - (i) by either Party to its and its affiliates' directors, officers, employees, consultants and agents, including accountants, legal counsel and other advisors;
 - (ii) by the Subrecipient:

- (A) to the Lenders to the extent that such Information is reasonably required by the Lenders in connection with arranging Project Debt or that the Subrecipient is obligated to supply by the terms of the Finance Documents; and
- (B) to any Contractor to the extent such Information is necessary for the performance by the Subrecipient of its obligations under this Agreement; and
- (iii) by either Party to the extent that:
 - (A) it is required to disclose such Information pursuant to (i) an Applicable Law or (ii) a subpoena or similar legal process;
 - (B) the other Party confirms in writing that such Information is not required to be treated as confidential (such confirmation not to be unreasonably withheld or delayed); or
 - (C) such Information is or comes into the public domain in a manner other than through any disclosure prohibited by this Agreement.
- (c) In the case of a disclosure under Section 20.1(b)(i) (Confidentiality), or Section 20.1(b)(ii) (Confidentiality), the Persons to whom such disclosure is made will be (i) informed of the confidential nature of such Information and (ii) provided such Information subject to the same or similar requirements to maintain confidentiality as contained in this Agreement.

20.2 Public Record Act

SBCTA shall promptly notify the Subrecipient to the extent it receives a public records request with respect to any of the Subrecipient's documents, information, or other records. SBCTA will consider any assertion by Subrecipient that such records are exempt from disclosure under the California Public Records Act, but Subrecipient cannot prevent or control SBCTA from disclosing records that SBCTA determines are not exempt from disclosure. The Subrecipient shall be entitled, at its own expense, to seek a protective order against disclosure of any Subrecipient documents, information, or other records Subrecipient considers exempt or confidential under public records laws to the extent permitted under Applicable Law. Should SBCTA withhold such records from disclosure and the requestor initiates litigation, the Subrecipient shall indemnify SBCTA from and against, any and all costs and expenses arising out of or related to such third-party claim, action, or lawsuit.

21. ASSIGNMENT AND TRANSFER; SECURITY

21.1 Assignment by the Subrecipient; Sale of Project

- (a) Subject to Section 21.2 (Security) and Section 21.1(b), the Subrecipient shall not assign, transfer, pledge, mortgage or otherwise encumber any of its rights or obligations under this Agreement without the prior written consent of SBCTA.
- (b) Subject to any Lenders' Direct Agreement then in effect:
 - (i) the Subrecipient shall not sell substantially all of the assets constituting the Project prior to the earlier of Project Closeout without the prior written consent of SBCTA; and
 - (ii) In connection with a sale of substantially all of the assets constituting the Project by the Subrecipient, the Subrecipient shall require the buyer thereof to assume the Subrecipient's rights and obligations hereunder.

21.2 Security

- (a) Notwithstanding anything in this Agreement to the contrary, the Subrecipient may, without the consent of SBCTA, grant a security interest in and collaterally assign, to and for the benefit of any Lender, all or any portion of its right, title, and interest in and to this Agreement and any right of the Subrecipient hereunder.
- (b) To the extent that SBCTA obtains any state interest, lien, restriction, or encumbrance (a "**Grantor Interest**") on any portion of the Project, whether by statute or regulation or otherwise related to the Grant Agreement, SBCTA hereby agrees to subordinate, to the fullest extent permitted by Applicable Law or any agreement to which SBCTA is a party as of the Effective Date and would not impair or supersede the SBCTA Reserved Rights, any Grantor Interest in the Project to any security interest described in clause (a) of this Section 21.221.2 (Security).
- (c) In furtherance of clauses (a) and (b) of this Section 21.2 (Security), SBCTA hereby agrees to provide such cooperation reasonably requested by the Subrecipient and its Lenders in connection with the Subrecipient's debt financing efforts and to execute and deliver one or more Lenders' Direct Agreements and such further instruments and documents as are reasonably requested by the Subrecipient and one or more Lenders from time to time; provided that it shall be a condition of such cooperation that SBCTA receive copies of the final drafts of the Security Documents for its review and the Security Documents shall not impair or supersede the SBCTA Reserved Rights.

21.3 Assignment by SBCTA

SBCTA shall not assign all or any portion of its rights, title, and interests in and to this Agreement or the Grant Agreement without the prior written consent of the Subrecipient. Any such purported assignment without the prior written consent of the Subrecipient shall be void *ab initio*.

22. DISPUTE RESOLUTION

22.1 Disputes Subject to Equivalent Project Relief and Claims and Post-Termination Claims

Notwithstanding anything to the contrary in this Article 22 (Dispute Resolution), the Parties agree that (i) any dispute between the Parties that is subject to Equivalent Project Relief shall be governed by the terms of Article 7 (Equivalent Project Relief), and (ii) the defense of any Claim or Post-Termination Claim shall be as set forth in Article 12 (Indemnity from the Subrecipient).

22.2 Consultation

Except as set forth in Section 22.1 (Disputes Subject to Equivalent Project Relief Claims and Post-Termination Claims), the Parties agree to use Reasonable Efforts to resolve promptly any dispute pursuant to the terms of this Article 22 (Dispute Resolution). If any dispute arises in relation to any aspect of the Project and/or the work, the Parties shall consult in good faith in an attempt to come to an agreement. The Parties agree to mitigate any issue, whether caused by SBCTA, the Subrecipient, a third party or an intervening event.

22.3 Informal Resolution as Condition Precedent

As a condition precedent to the right to have any dispute resolved pursuant to the procedures described in Section 22.5 (Right to Litigate Dispute) through Section 22.9 (Right to Continue to Work) or by the Superior Court of San Bernardino County, California, or the United States District Court, Central District Court of California, the claiming Party must first attempt to resolve the dispute directly with the other Party through the informal resolution procedures described in Section 22.4 (Informal Resolution Procedures) (collectively, the “**Informal Resolution Procedures**”).

22.4 Informal Resolution Procedures

- (a) A Party desiring to pursue a dispute against the other Party shall initiate the Informal Resolution Procedures by submitting a written notice to the other Party. The notice shall contain a concise statement describing:
 - (i) the date of the act, inaction or omission giving rise to the dispute;
 - (ii) an explanation of the dispute, including a description of its nature, circumstances and cause;

- (iii) a reference to any pertinent provisions of this Agreement;
 - (iv) the claiming Party's desired resolution of the dispute; and
 - (v) any other information the claiming Party considers relevant.
- (b) If the responding Party agrees with the claiming Party's position and desired resolution of the dispute, it shall so state in a written response. The notice of the dispute and such response shall suffice to evidence the Parties' resolution of the subject dispute unless either Party requests further documentation. Upon either Party's request, no later than five (5) Business Days after the claiming Party's receipt of the responding Party's response in agreement, the Parties shall state the resolution of the dispute in writing as appropriate, and thereafter each Party shall then promptly perform its respective obligations in accordance with the agreed resolution of the dispute.
- (c) The Party asserting the dispute shall not be prejudiced by its initial statement of the dispute and shall have the ability at any time to modify its statement of the dispute.
- (d) Commencing no later than ten (10) Business Days after the notice of dispute is served and concluding twenty (20) Business Days after the notice of dispute is served (the "**Initial Resolution Period**"), the President of the Subrecipient and the Director of Transit & Rail of SBCTA (or their respective delegated senior executives) shall meet and confer, in good faith, to seek to resolve the dispute raised in the claiming Party's notice of dispute.
- (e) Commencing no later than five (5) Business Days after the expiration of the Initial Resolution Period, if such dispute is not then resolved, and concluding thirty-five (35) Business Days after the expiration of the Initial Resolution Period, the President of the Subrecipient and the Executive Director of SBCTA (or their respective delegated senior executives) shall meet and confer, in good faith, to seek to resolve the dispute raised in the claiming Party's notice of dispute. If they succeed in resolving the dispute, the Parties shall memorialize the resolution in writing, and thereafter each Party shall then promptly perform its respective obligations in accordance with the agreed resolution of the dispute.
- (f) If an issue is not resolved through the Informal Resolution Procedures, the Parties may mutually agree to abandon the issue, or any Party may escalate the issue through the procedures described in Section 22.5 (Right to Litigate Dispute) through Section 22.9 (Right to Continue to Work).

22.5 Right to Litigate Dispute

The Parties agree that the Informal Resolution Procedures are a condition precedent to either Party having the right to proceed to litigation of such unresolved

dispute; *provided* that (i) either Party may at any time seek specific performance of any obligation under this Agreement or injunctive relief in accordance with Section 22.10 (Specific Performance) and (ii) such condition shall not apply if there is a good faith determination by the disputing Party that a statute of limitations would expire pending any such process.

22.6 **Costs of Dispute Resolution**

Each Party shall bear its own attorneys' fees and its own consultants' fees in any dispute or litigation arising from this Agreement, and no Party shall seek or accept an award of attorneys' fees or costs or consultants' fees or costs. Each Party shall otherwise pay an equal share of the costs incurred to conduct the resolution of any dispute pursuant to this Article 22 (Dispute Resolution).

22.7 **Provisional Remedies**

Neither the Subrecipient nor SBCTA shall be precluded by the terms of this Agreement from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that is not otherwise available under this Agreement or to enforce or execute upon a judgment entered in accordance with this Agreement, including temporary, preliminary and permanent injunctive relief and restraining orders, writs of mandamus, and the appointment of a receiver or receiver and manager in connection with the collection and retention of the Grant.

22.8 **Tolling**

If a Party receiving a notice of breach, noncompliance, or default under this Agreement contests, disputes or challenges the propriety of such notice by making application to the dispute resolution procedure in this Article 22 (Dispute Resolution), any cure period that applies to such breach, noncompliance, or default shall be tolled for the time period between such application and the issuance of a final determination pursuant to the resolution procedures under this Article 22 (Dispute Resolution).

22.9 **Right to Continue Work**

The pendency of any dispute resolution under this Article 22 (Dispute Resolution) shall not preclude the Parties from undertaking work on the Project, whether or not such work is the subject of such dispute resolution.

22.10 **Specific Performance**

Each of the Parties acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of such Party's performance obligations under this Agreement and that any such breach would cause the other Party irreparable harm. Accordingly, each Party also agrees that in the event of any breach or threatened breach of such Party's performance obligations under this Agreement by such Party, the other Party shall be entitled to equitable relief

without the requirement of posting a bond or other security, including in the form of injunctions and orders for specific performance. Any and all remedies herein expressly conferred upon any Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, including any monetary damages provided for herein (but excluding any interest thereon), or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. Each of the Parties hereby agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of such Party's performance obligations under this Agreement, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the performance obligations of such Party under this Agreement.

For clarity, and notwithstanding the preceding paragraph, nothing in this Section 22.10 (Specific Performance) or otherwise shall entitle the Subrecipient to require SBCTA to procure funding for the Project other than funding pursuant to the Grant Agreement.

22.11 **No Double Recovery**

Despite any other provisions of this Agreement to the contrary, neither Party will be entitled to recover compensation or make a claim under this Agreement with respect to any loss that it has incurred to the extent that it has already been compensated with respect to that loss pursuant to this Agreement or otherwise.

23. **GOVERNING LAW**

23.1 **Governing Law**

This Agreement shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable and by the internal laws of the State of California, if and to the extent such federal laws are not applicable. Nothing herein is meant to be or will be interpreted to be a waiver of principles of legal preemption or preclusion that may apply to the Subrecipient because of its status as a common carrier regulated by the federal government.

23.2 **Venue**

SBCTA and the Subrecipient each irrevocably and unconditionally submits, to the fullest extent permitted by Applicable Law, to the exclusive jurisdiction of the Superior Court of San Bernardino County, California, or the United States District Court, Central District Court of California, for the settlement of any dispute in connection with this Agreement or any transaction contemplated hereby. SBCTA and the Subrecipient each also irrevocably and unconditionally waive, to the fullest extent permitted by Applicable Law, any objection that it may have now or hereafter to the laying of venue in such courts on the grounds of inconvenient forum or

otherwise in relation to proceedings in connection with this Agreement or any transaction contemplated hereby.

23.3 Waiver of Jury Trial

THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS BY OR ON BEHALF OF THE PARTIES FOR PROJECT PROPERTY ACQUISITION AND/OR CONSTRUCTION CONTRACT CLAIMS AND DEFENSES. Each of the Parties acknowledges that it has been induced to enter into this Agreement in part by the mutual waivers in this Section 23.3 (*Waiver of Jury Trial*).

24. OTHER

24.1 Amendments

Except as provided in clause (b) and clause (c) of Section 2.2 (*Project*), this Agreement can only be amended or replaced by a written instrument duly executed by the Parties.

24.2 Waiver

- (a) No waiver of any term, covenant or condition of this Agreement will be valid unless in writing and executed by the obligee Party.
- (b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the terms of such waivers).
- (c) If the Parties make and implement any interpretation of this Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation will not be binding in the event of any future disputes.

24.3 Independent Contractor; No Agent, Joint Venture or Partnership

- (a) The Subrecipient is neither a contractor (as is defined in 2 C.F.R. § 200.1), nor an independent contractor of SBCTA, under this Agreement or otherwise.
- (b) The Parties agree that:
 - (i) nothing in this Agreement is intended or will be construed to create any partnership, joint venture, agency, landlord-tenant, lessor-lessee of real property, optionor-optionee, vendor-purchaser, mortgagor-mortgagee or similar relationship between SBCTA and the Subrecipient; and
 - (ii) in no event will either Party take a position in any tax return, insurance application or questionnaire, financial statement, financial report, regulatory filing, securities filing, loan document, or other writing of any kind that there exists any relationship described in clause (i) of this Section 24.3(b).
- (c) In no event will the relationship between SBCTA and the Subrecipient be construed as creating any relationship whatsoever between SBCTA and the Subrecipient's employees.
- (d) Neither the Subrecipient nor any of its employees is or shall be deemed to be an employee of SBCTA.
- (e) Except as otherwise expressly provided in this Agreement, the Subrecipient has sole authority and responsibility to employ, discharge and otherwise control its employees.

24.4 No Personal Liability

No officer, agent, representative, or employee of SBCTA or the Subrecipient will be personally liable under any provision of this Agreement, or because of the execution or attempted execution of this Agreement, or because of any breach of this Agreement.

24.5 Taxes

The Subrecipient is solely responsible for the payment of taxes accrued or arising out of the performance of its obligations or the exercise of its rights pursuant to this Agreement.

24.6 Successors and Assigns

This Agreement is binding upon and will inure to the benefit of SBCTA and the Subrecipient and their respective successors and permitted assigns.

24.7 Survival

Article 3 (*Representations and Warranties*); Article 22 (*Dispute Resolution*); Article 12 (*Indemnity from the Subrecipient*); the express obligations of the Parties following the Termination Date; any obligations to pay amounts under this Agreement; Article 19 (*Intellectual Property*); Article 24 (*Other*); and all other provisions which by their inherent character should survive expiration or Early Termination of, or completion of the Subrecipient Obligations under, this Agreement, will survive the expiration or Early Termination of, or the completion of the Subrecipient Obligations under, this Agreement.

24.8 Limitation on Third Party Beneficiaries

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any Person not a party to this Agreement, except for the Lender or as otherwise expressly provided herein.

24.9 Notices and Communications

- (a) Any communication, notice, or demand of any kind whatsoever that a Party may be required or may desire to give to or serve upon the other Party must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

- (i) If to the Subrecipient:

DesertXpress Enterprises, LLC
Attn: Sarah Watterson, President
8329 W. Sunset Road, Suite 150
Las Vegas, NV 89113

With a copy to:

David Pickett
Associate General Counsel
DesertXpress Enterprises, LLC
8923 W. Sunset Road, Suite 150
Las Vegas, NV 89113

- (ii) If to SBCTA:

San Bernardino County Transportation Authority
Attn: Ray Wolfe, Executive Director
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410

With a copy to:

Julianna Tillquist
General Counsel
San Bernardino County Transportation Authority
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410

- (b) Without requiring an amendment to this Agreement, either Party may change its address for notice by written notice given to the other Party in the manner provided in this Section. Any such communication, notice, or demand will be deemed to have been duly given or served on the date personally served, if by personal service; three (3) days after being placed in the U.S. Mail, if mailed; or one (1) day after being delivered to an overnight delivery service, if sent by overnight delivery.

24.10 Integration of this Agreement

The Parties agree and expressly intend that this Agreement (including all Exhibits) constitute a single, non-severable, integrated agreement whose terms are interdependent and non-divisible, such that, among other things, no part of this Agreement could be separated from any other part for the purposes of assumption or rejection under Section 365 of Title 11 of the United States Bankruptcy Code.

24.11 Entire Agreement

This Agreement provides for the funding of the Grant and the terms of each Existing Agreement set forth the specific terms for the matters set forth therein. This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement (except for the Grant Agreement and any Lenders' Direct Agreement) and supersedes all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to the subject matter of this Agreement.

24.12 Severability

- (a) If any clause, provision, Section, subsection or part of this Agreement is ruled invalid by a court having proper jurisdiction, then the Parties shall:
 - (A) promptly (and in any event no later than ten (10) Business Days) after such ruling or order meet and negotiate a substitute for such clause, provision, Article, Section or part, which will, to the greatest extent legally permissible, effect the original intent of the Parties; and
 - (B) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity or

preemption for an interpretation of the invalidated or preempted portion to guide the negotiations.

- (b) The invalidity, preemption, or unenforceability of any clause, provision, Article, Section, subsection or part will not affect the validity or enforceability of the balance of this Agreement, which will be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, Article, Section, subsection or part.

24.13 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

24.14 Federal Government Not a Party

The Parties acknowledge that the United States government is not a party to this Agreement and no reference in this Agreement to USDOT, or any representatives of the federal government, makes the United States a party to this Agreement.

24.15 No Authority to Operate Railroad

The Subrecipient agrees that nothing herein requires SBCTA to operate a railroad within the meaning of California law or otherwise requires SBCTA to design, construct, finance, operate, or maintain the Project.

24.16 Not a Debt of the SBCTA

The obligation of SBCTA to pay any amount to the Subrecipient hereunder does not constitute a debt or pledge of SBCTA.

24.17 Nature of Rights

- (a) It is the express intent and agreement of the Parties that this Agreement will in no way be deemed to constitute a lease to the Subrecipient of any right, title, interest or estate in the project right-of-way or of any assets incorporated into, appurtenant to, or in any way connected with the Project, that, in each case, is owned by SBCTA.
- (b) The Subrecipient's rights under this Agreement are derived solely from its status as the Subrecipient as described in this Agreement, and not as a tenant, lessee, easement holder, optionee, lienor, mortgagee, purchaser, or owner of any other interest in real property owned by SBCTA.

[Signature page follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date first written above.

DesertXpress Enterprises, LLC
d/b/a Brightline West

San Bernardino County
Transportation Authority

By: _____
 Sarah Watterson
 President

By: _____
 Raymond W. Wolfe
 Executive Director

Approved as to legality and form:

By: _____
 Julianna K. Tillquist
 General Counsel

DRAFT

Attachment: 24-1003078 - Grant Subrecipient Agreement (10758 : RAISE Grant Agreement and Subrecipient Agreement)

EXHIBIT 1

DEFINITIONS

Capitalized terms and acronyms used in this Agreement have the meanings given in this Exhibit 1 (*Definitions*).

“Agreement” means this Agreement (including all its Exhibits), as amended from time to time.

“Agreement Federal Funds” is Raise Grant Amount as defined in Section 4.1 (*Federal Award Amount*) of the general terms and Conditions attached to the Grant Agreement and listed in Section 1 of Schedule D of the Grant Agreement.

“Agreement Non-Federal Funds” are listed in the “Project Budget by Source” table in Section 3 of schedule D of the Grant Agreement.

“Applicable Federal Law” is defined in the Grant Agreement.

“Applicable Law” means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, SBCTA or any Governmental Entity which is applicable to the Project, the Subrecipient Obligations, or any relevant Person, whether taking effect before or after the Effective Date. Applicable Law excludes Governmental Approvals.

“Application” is defined as the Technical Application in the Grant Agreement.

“Business Day” means any day that is not a Saturday, a Sunday, or a federal or State of California public holiday.

“Claim” means any claim or loss arising as a result of (a) a Subrecipient Fault, or (b) a Subrecipient Default.

“Communication” is defined in Section 7.2(b).

“Complete the Project” means, with respect to the Project, achievement of each of the following (including the acceptance of the following by any Person with a right of acceptance thereof): (a) the substantial completion of the Project’s construction of the Project; and (b) received any certification of occupancy required by applicable law obtained by the Subrecipient.

“Contract” means any contract, subcontract or other form of agreement to perform any part of the Subrecipient Obligations or provide any materials, equipment or supplies for any part of the Subrecipient Obligations, or any such agreement, supplement or amendment at a lower tier, between a Contractor and its lower tier Contractor or a Supplier and its lower tier Supplier, at all tiers.

Exhibit 1-1

SBCTA Agreement No. 24-1003078

“Contractor” means any Person with whom the Subrecipient has entered into any Contract to perform any part of the Subrecipient Obligations or provide any materials, equipment or supplies for the Project, on behalf of the Subrecipient, and any other Person with whom any Contractor has further subcontracted any part of the Subrecipient Obligations, at all tiers.

“Dispute Resolution Procedures” means the procedures for resolving disputes in Article 22 (*Dispute Resolution*).

“Dollars” or **“\$”** means the lawful money of the United States of America.

“Early Termination” means the termination of this Agreement for any reason prior to the Expiry Date.

“Early Termination Date” means the effective date of termination of this Agreement for any reason prior to the Expiry Date, as specified in the relevant provisions of Article 14 (*Termination for SBCTA Default*) or Article 15 (*Termination for Subrecipient Default*).

“Effective Date” is defined in Section 2.3 (*Term*).

“Eligible Costs” means costs that are eligible for reimbursement under the Grant.

“Equivalent Claim” is defined in Section 7.1(d)(i) (*Equivalent Project Relief*).

“Equivalent Claim Notice” is defined in Section 7.1(c) (*Equivalent Project Relief*).

“Equivalent Project Relief” is defined in Section 7.1(a) (*Equivalent Project Relief*).

“Existing Agreements” is defined in the recitals.

“Expiry Date” means the date on which the Grant Agreement expires by its terms.

“Finance Documents” means the Funding Agreements and the Security Documents.

“Funding Agreements” means: (i) any loan agreement, funding agreement, account maintenance or control agreement, premium letter, insurance or reimbursement agreement, intercreditor agreement, participation agreement, subordination agreement, trust indenture, agreement from any shareholder, member, partner, or joint venture in favor of any Lender, hedging agreement, interest rate swap agreement, guaranty, indemnity agreement, agreement between any Contractor and any Lender, or other agreement by, with, or in favor of any Lender pertaining to Project Debt other than Security Documents; (ii) any note, bond, or other negotiable or non-negotiable instrument evidencing the indebtedness of the Subrecipient for Project Debt; and (iii) any amendment, supplement, variation, or waiver of any of the foregoing agreements or instruments.

“Good Faith” means observance of reasonable commercial standards of fair dealing in a given trade or business.

“Good Industry Practice” means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, constructor, maintenance contractor or operator or developer seeking in Good Faith to comply with its contractual obligations, Applicable Law and Governmental Approvals, using accepted standards and criteria for design, construction, operations, and maintenance normally used on similar projects, and engaged in the same type of undertaking under similar circumstances and conditions, including environmental conditions.

“Governmental Approval” means all approvals (including environmental approvals), permits, permissions, consents, licenses, certificates (including sales tax exemption certificates) and authorizations (whether statutory or otherwise) which are required from time to time in connection with the Project to be issued by SBCTA or any Governmental Entity.

“Governmental Entity” means the government of the United States of America, the State of California, the cities and counties within the State and any other agency, or subdivision of any of the foregoing, including any federal, state, or municipal government, and any court, agency, special district, department or other authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of, or pertaining to, the government of the United States of America, the par State or the cities and counties within the State of California.

“Grant” is defined in the recitals.

“Grant Agreement” is defined in the recitals.

“Grantor Interest” is defined in Section 21.2(b) (*Security*).

“Informal Resolution Procedures” is defined in Section 22.3 (*Informal Resolution as Condition Precedent*).

“Information” is defined in Section 20.1(a) (*Confidentiality*).

“Initial Resolution Period” has the meaning in Section 22.4(d) (*Informal Resolution Procedures*).

“Intellectual Property” means any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United States or any other part of the world together with all or any goodwill relating or attached thereto which is created, brought into existence, acquired, used or intended to be used by the Subrecipient for the purposes of carrying out the Subrecipient Obligations or otherwise for the purposes of this Agreement.

“Lender” means:

- (a) any Person that provides Project Debt, together with their successors and assigns; and
- (b) any Person that is appointed by any Person referred to in clause (a) as its agent or trustee in connection with the Project Debt.

“Lenders’ Direct Agreement” means a direct agreement in a form reasonably approved by Recipient and Subrecipient which provides for the consent of Recipient (i) to the grant of an interest security by Subrecipient to its lenders that provide financing to the Subrecipient (the “Subrecipient’s Lenders”) to partially fund the costs of the Project (and any additional financings or refinancings) in the property related to or used in connection with the Project, the proceeds of any transfer thereof, and certain other property of the Subrecipient to secure the obligations of the Subrecipient to the Subrecipient’s Lenders; (ii) collaterally assign its rights in this Agreement to the Subrecipient’s Lenders and (iii) that Subrecipient’s Lenders have certain rights under the Subrecipient Agreement following an event of default under the loan documents evidencing the loan made by the Subrecipient’s Lenders, including cure rights.

“Party” or “Parties” is defined in the preamble.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, trust company, unincorporated organization or governmental authority.

“Post-Termination Claim” means any claim arising on or after the Termination Date from the Subrecipient’s or the Project’s violation of Applicable Law.

“Project” is defined in the recitals.

“Project Closeout” is defined in the General Terms and Conditions attached to the Grant Agreement.

“Project Data” means any other information, documents or data acquired or brought into existence or used in relation to the Subrecipient Obligations that is used by or on behalf of the Subrecipient in connection with the performance of the Subrecipient Obligations.

“Project Debt” means all outstanding obligations from time to time pursuant to the Finance Documents.

“Project Documents” means, collectively, the Grant Agreement, and the Existing Agreements.

“Project Financing” means the financing or refinancing to fund, in whole or in part, the costs of the Project and may enter into additional financings or refinancings.

“Project Site” means the right of way acquired, leased, or otherwise accessed by the Subrecipient for purposes of financing, designing, constructing, operating and maintaining the Project.

“Reasonable Efforts” means all those steps (if any) in the power of the relevant Party that are capable of producing the desired result, being steps which a prudent, determined and commercially reasonable Person desiring to achieve that result would take; *provided that* “Reasonable Efforts” does not mean that, subject to its other express obligations under this Agreement, the relevant Party is required to expend funds, except for those necessary to meet the reasonable costs reasonably incidental or ancillary to the steps to be taken by the relevant Party (including its reasonable travel expenses, correspondence costs and general overhead expenses).

“Reimbursement Agreement” is that certain reimbursement agreement entered into by SBCTA and Subrecipient dated [REDACTED], 2025.

“Reimbursement Application” is defined in Section 11.2 (*Invoices and Payments*).

“Required Action” is defined in Section 17.4(a) (*Required Action by SBCTA or Third-Party Monitor*).

“Response Notice” is defined in the Grant Agreement. **“SBCTA”** is defined in the preamble.

“SBCTA Attorney” means the SBCTA General Counsel.

“SBCTA Default” is defined in Section 14.2 (*SBCTA Default*).

“SBCTA Fault” means (a) a breach by SBCTA of this Agreement (including any SBCTA Retained Obligation), (b) the failure of SBCTA to comply with Applicable Law, and/or (c) SBCTA’s fraud, gross negligence, recklessness, bad faith, or willful misconduct; *provided that* SBCTA’s breach of any of the representations in clauses (2) through (5) (inclusive) of Section 3.2 (*Statements on Authority and Capacity*) of the General Terms and Conditions attached to the Grant Agreement shall not be an SBCTA Fault.

“SBCTA Monitoring Obligations” means any obligations to be performed by SBCTA under the Grant Agreement relating to clauses (b), (c), (d), (e), (g), or (h) of 2 C.F.R. § 200.332.

“SBCTA Representative” is defined in Article 4 (*Designated Representatives*).

“SBCTA Reserved Rights” means any of SBCTA’s inherent powers, police powers, prerogatives, or rights under Applicable Law, required by SBCTA to perform its duties as a state department of transportation.

“SBCTA Retained Obligations” is defined in Section 6.1(a) (*Subrecipient Obligations and SBCTA Retained Obligations*).

“SBCTA Rights” is defined in Section 7.1(a) (*Equivalent Project Relief*).

“SBCTA Termination Notice” is defined in Section 15.3(a) (*Termination for Subrecipient Default*).

“Security Documents” means any mortgage, deed of trust, pledge, lien, indenture, trust agreement, hypothecation, assignment, collateral assignment, financing statement under the Uniform Commercial Code or any jurisdiction, notice to perfect interests in accounts, security instrument or other charge or encumbrance of any kind, including any lease in the nature of a security instrument, given to any lender as security for Project Debt or the Subrecipient’s obligations pertaining to Project Debt and encumbering the Subrecipient’s Interests.

“Subrecipient” is defined in the preamble.

“Subrecipient Default” is defined in Section 15.2 (*Subrecipient Default*).

“Subrecipient Fault” means (a) a breach by the Subrecipient of this Agreement (including any Subrecipient Obligation), (b) the failure of the Subrecipient to comply with Applicable Law or Good Industry Practice, and/or (c) the Subrecipient’s negligence or willful misconduct.

“Subrecipient Obligations” is defined in Section 6.1(a) (*Subrecipient Obligations and SBCTA Retained Obligations*).

“Subrecipient Representative” is defined in Article 4 (*Designated Representatives*).

“Subrecipient Termination Notice” is defined in Section 14.3(a) (*Termination for SBCTA Default*).

“Subrecipient’s Interest” means all right, title and interest of the Subrecipient in, to or derived from this Agreement.

“Subrecipient’s Lenders” is defined in the definition of Lenders’ Direct Agreement.

“Supplier” means any Person not performing work at or on the Project which supplies machinery, equipment, materials, hardware, software, systems or any other appurtenance to the Project to the Subrecipient or to any Contractor in connection with the performance of the Subrecipient Obligations. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or Persons to or from the Project will not be deemed to be performing work at the Project.

“Term” is defined in Section 2.3 (*Term*).

“Termination Date” means:

- (a) the Expiry Date; or
- (b) if applicable, the Early Termination Date.

“Termination Notice” means any termination notice delivered under the terms of this Agreement, including an SBCTA Termination Notice and Subrecipient Termination Notice.

“Third-Party Monitor” means a third party monitor appointed by the Subrecipient to take Required Action with respect to SBCTA Monitoring Obligations on behalf of SBCTA in accordance with Article 17 (Noncompliance Event/ Subrecipient Cure Rights).

“USDOT” is defined in the recitals.

DRAFT

EXHIBIT 2
GRANT AGREEMENT

[Attached]

DRAFT

Attachment: 24-1003078 - Grant Subrecipient Agreement (10758 : RAISE Grant Agreement and Subrecipient Agreement)

General Contract Information

Contract No: 24-1003079 Amendment No.: _____

Contract Class: Receivable Department: Transit

Customer ID: 03635 Customer Name: DESERTXPRESS ENTERPRISES, LLC (DBA BRIGHTLINE WEST)

Description: 2023 RAISE GRANT REIMBURSEMENT AGREEMENT FOR HIGH DESERT BLW STATIONS

List Any Accounts Payable Related Contract Nos.: 24-1003078 (Subrecipient Agreement); 24-1003080 (FRA Receivable)

Dollar Amount							
Original Contract		\$	95,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	95,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	95,000.00

Contract Authorization

Board of Directors Date: 05/07/2025 Board Item # 10758

Contract Management (Internal Purposes Only)

Federal Funding Agreement Monthly

Accounts Receivable											
Total Contract Funding:		\$		95,000.00		Funding Agreement No:		24-1003079			
Beginning POP Date:		05/07/2025		Ending POP Date:		12/31/2039		Final Billing Date:		12/31/2039	
Expiration Date:		12/31/2039		Fund Admin:		Yes					
Parent Contract		24-1003079		PM Description		Brightline Administration Reimbursement					
Z-Related Contracts		Z24-1003079									
		Sub-						Sub-			
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL	6010	30	0315	0339	48005216	95,000.00	GL				-
GL						-	GL				-
GL						-	GL				-
GL						-	GL				-
GL						-	GL				-
GL						-	GL				-
GL						-	GL				-
GL						-	GL				-
GL						-	GL				-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 24-1003079 Receivable [Revision 2] (10758 : RAISE Grant Agreement and Subrecipient Agreement)

REIMBURSEMENT AGREEMENT FOR GRANT ADMINISTRATION SERVICES

This Reimbursement Agreement for Grant Administration Services (this “**Agreement**”) dated on _____, 2025, (the “**Effective Date**”) by and between the San Bernardino County Transportation Authority (“**SBCTA**”), and DesertXpress Enterprises, LLC, dba Brightline West (previously dba XpressWest), a Nevada limited liability company (“**BLW**”).

RECITALS

A. BLW proposes to design, finance, construct, operate, and maintain an electrified private interstate high-speed passenger railroad between Southern California and Las Vegas, Nevada. The dedicated passenger-only rail line will be designed and constructed for operation and maintenance within an approximately two hundred eighteen (218) mile corridor that will generally follow the Interstate 15 freeway and right-of-way (“**I-15**”) and will be built primarily in the median of the I-15. Approximately one hundred eighty-five (185) miles of the railroad line will be constructed in California.

B. SBCTA is responsible for cooperative regional planning and for furthering an efficient multi-modal transportation system throughout San Bernardino County, California. SBCTA supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts, and long-term planning studies. SBCTA's goal is to encourage responsible growth, a sustainable environment, and a high quality of life for everyone who lives, works, and travels in and through San Bernardino County.

C. SBCTA, in partnership with BLW, has been awarded a \$25,000,000 federal grant (the “**Grant**”) through the U.S. Department of Transportation’s (“**USDOT**”) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program (the “**Program**”) for the design and construction of passenger stations in Hesperia and Victor Valley, California (the “**Project**”).

D. This Agreement is intended to establish a collective process to recoup all costs of SBCTA's Grant Administration Services (as defined in Article I, Section 1 below.) The Grant Administration Services include SBCTA tasks associated with its role as the recipient and administrator of the Grant awarded to SBCTA and BLW for the Project.

E. The parties agree that all direct and indirect costs (functional and administrative overhead) resulting from SBCTA's provision of Grant Administration Services of the Project will be reimbursed by BLW in the manner set forth herein.

Now, therefore, the parties agree as follows:

ARTICLE I BLW RESPONSIBILITIES

1. BLW agrees to fund and pay one hundred percent (100%) of the Grant

Administration Services performed by SBCTA, which will include but not be limited to, all activities undertaken by SBCTA, either directly or through contracted consultants, which consultants are to be selected in SBCTA's reasonable discretion after consultation with BLW, as a result of the successful application for the Grant from the Program. Such Grant Administration Services include but are not limited to:

- a. Project oversight; and
 - b. Grant Administration to include invoicing from BLW, Federal reporting requirements, legal support, and other SBCTA staff support as required; and
 - c. Completion of all other SBCTA tasks required under the grant agreement or SBCTA and BLW subrecipient agreement; and
 - d. Dispute resolution or legal challenges, including without limitation, costs of defense and indemnification of SBCTA that may arise from Grant Administration Services. BLW will not fund such challenges if caused by SBCTA gross negligence or willful misconduct.
2. The terms of payment will be via monthly reimbursement invoices from SBCTA to BLW detailing expenditures for Grant Administration Services.
 3. SBCTA will be paid within thirty (30) calendar days of a postmarked invoice that is complete, correct, and undisputed by BLW.
 4. BLW will have fourteen (14) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount will be paid to SBCTA within thirty (30) calendar days of the date of postmark. The disputed amount will be negotiated and resolved in good faith by both parties hereto and paid within ten (10) calendar days after the date the corrected invoice is received by BLW or is approved by both parties hereto for payment. In the event that the USDOT takes exception to an invoice after the expiration of the fourteen-day period for review described in this Section, the parties will work together in good faith to satisfactorily address the USDOT exception.

ARTICLE II SBCTA RESPONSIBILITIES

1. SBCTA agrees to perform Grant Administration Services as required by the FRA for activities that cannot be assigned to BLW as a subrecipient of the Grant.
2. To provide the scope of the work of any third-party consultant that SBCTA may hire to BLW for input and comment with respect to the reasonableness and extent of the Grant Administration Services work to be performed by SBCTA's third-party consultants. SBCTA understands that BLW has the right to question and seek justification from SBCTA's third-party consultants for work that does not have potential or real impacts on the Project. The activities to be provided to SBCTA or by a third-party consultant for Grant Administration Services will be, in part, i) those that cannot be assigned to BLW as a subrecipient and ii) certain work assigned to SBCTA under the grant agreement and subrecipient agreement.

ARTICLE III MISCELLANEOUS

1. The term of this Agreement will be from the Effective Date, through the agreed-to close-out period for Grant Administration Services with the USDOT in accordance with the grant agreement.
2. The Grant Administration Services for the Project are for reimbursement only under this Agreement.
3. Without waiving any other rights or remedies in equity or law, in the event SBCTA does not receive payment from BLW per Article I, SBCTA may withhold providing services on the Project.
4. This Agreement may be terminated upon thirty (30) calendar days' written notice by mutual consent of both parties. The parties agree to sign a closure statement to terminate this Reimbursement Agreement. However, all indemnification, document retention, audit, claims, and legal challenge articles shall survive until the expiration of the applicable statute of limitations, unless earlier terminated or modified in writing by mutual agreement. The closure statement will mean and refer to the document that verifies the completion of all Grant Administration Services work performed by SBCTA related to the Project and evidences a final account of that work.
5. Should this Agreement be terminated at the request of BLW prior to completion of the Grant Administration Services work performed by SBCTA on the Project, BLW will reimburse SBCTA for all unpaid costs incurred up to the point of Agreement termination, and all costs incurred by SBCTA because of the Agreement termination.
6. If BLW decides to cancel the Project for any reason, BLW will be responsible for the costs of the Grant Administration Services work performed by SBCTA on the Project that is incurred prior to the cancellation date.
7. All notices or other communications required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered personally in hand or mailed by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR SBCTA: San Bernardino County Transportation Authority
 Attn: Transit and Rail Programs
 1170 West 3rd Street, 2nd Floor
 San Bernardino, CA 92410

With a copy to:

Julianna Tillquist
 General Counsel
 San Bernardino County Transportation Authority
 1170 West 3rd Street, 2nd Floor
 San Bernardino, CA 92410

FOR BLW: Adrian B. Share, PE (Florida)
 DesertXpress Enterprises
 LLC d/b/a Brightline West
 8329 W. Sunset Road, Suite 150
 Las Vegas, NV 89113
 Phone: (407) 496-5483
 Email: ashare@brightlinewest.com

With a copy to:

David Pickett
 Associate General Counsel
 DesertXpress Enterprises
 LLC d/b/a Brightline West
 8329 W. Sunset Road, Suite 150
 Las Vegas, NV 89113
 Phone: (916) 705-4618
 Email: dpickett@brightlinewest.com

8. BLW agrees to hold SBCTA and its directors, officers, employees, contractors, and agents harmless of all incidents arising from any performance by SBCTA of Grant Administration Services related to the Project to the extent permitted by law. It is understood and agreed that BLW will fully defend, indemnify, and save harmless SBCTA, and its directors, officers, employees, contractors, and agents from all claims, suits, or actions of every name, kind, and description brought forth under this Agreement, including but not limited to, tortious, contractual, equitable, environmental, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, or its agents under this Agreement, unless caused by the gross negligence or willful misconduct of SBCTA or any of its officers or employees.

9. Neither party will be liable to the other for punitive damages in relation to its performance or alleged breach of this Agreement. Further, in no event will either party be liable to the other party for any indirect, special, or consequential damages (including, but not limited to, loss of profits, interest, earnings, or use) whether arising in contract, tort, or otherwise.

10. Any waiver, modification, consent, or acquiescence with respect to any provision of this Agreement must be set forth in writing and duly executed by or on behalf of the party to be bound by it. No waiver by either party of any breach will be deemed a waiver of any other or subsequent breach.

11. Except on subjects preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the State of California. Venue for any litigation arising in relation to this Agreement will be exclusively in the state or federal courts having jurisdiction in San Bernardino County, California.

12. If any provision of this Agreement, or the application of a provision to any person, place, or circumstance, is held by a court of competent jurisdiction to be invalid,

void, or otherwise unenforceable, such provision will be enforced to the maximum extent possible so as to effect the intent of the parties; or, if incapable of such enforcement or unable to achieve the intent of the parties, will be deemed to be deleted, and the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances will remain in full force and effect. In such an event, the parties agree to negotiate an amendment to replace or modify any invalid or illegal or unenforceable provision and related provisions with valid, legal, and enforceable provisions that most closely and reasonably approximate the intent and economic effect of the invalid, illegal, or unenforceable provision.

13. This Agreement is for the exclusive benefit of the parties to it and not for the benefit of any third party.

14. Each party agrees to keep and maintain under generally accepted accounting principles (subject to 2 C.F.R part 200) full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation will be maintained for three (3) years after final payment is made.

15. Each party is and will at all times be and remain independent from the other party and will not be deemed an agent, fiduciary, partner, joint-venturer, employee, or employer of the other party. Nothing contained herein will have the effect of creating a trust, joint venture, partnership, or employment relationship between the parties. Neither of the parties has any right or power to obligate or bind the other party in any manner whatsoever.

16. Neither party will assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed.

17. The parties acknowledge that pursuant to the California Public Records Act, California Government Code sections 7920.000 et seq., information or documents related to the Project that are in the possession or control of SBCTA may be open to public inspection and copying. Should SBCTA receive any requests for disclosure of documents related to the Project, SBCTA will provide BLW with sufficient notice of the request prior to disclosure to enable BLW an opportunity to seek any available and applicable protections for the documents. BLW will respond regarding its intent in relation to any such notice within a reasonable time to enable SBCTA to comply with its statutory obligations.

18. Each party will keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

19. This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection

with the subject matter hereof. Unless an integrated attachment to this Agreement, signed by both parties, specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement will be construed consistent with the terms of this Agreement. No modification or amendment to this Agreement will be binding upon the party unless the same is in writing and signed by the respective parties hereto.

20. Each individual executing this Agreement affirms that he or she has the capacity set forth on the signature pages and has full power and authority to execute this Agreement and, through his or her execution, bind the party on whose behalf he or she is executing the Agreement.

[Signature Page Follows]

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BLW:

DesertXpress Enterprises, LLC

By: _____
Sarah Watterson
President

SBCTA:

**San Bernardino County Transportation
Authority**

By: _____
Raymond W. Wolfe
Executive Director

Approved as to legal form:

By: _____
David M. Pickett
Associate General Counsel

Approved as to legality and form:

By: _____
Julianna K. Tillquist
General Counsel

Minute Action

AGENDA ITEM: 28

Date: May 7, 2025

Subject:

Amendment to Ontario International Airport Connector Project Agreements

Recommendation:

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

A. Authorize the Executive Director, or his designee, to execute Amendment No. 1 to Contract No. 25-1003198 with ONTheMove Joint Venture for the Ontario International Airport (ONT) Connector Project to increase the contract amount by up to \$2,000,000, for a total not-to-exceed amount of \$5,000,000, to be funded with State Transit Assistance funds previously approved for the project, subject to approval as to form by General Counsel.

B. Authorize the Executive Director, or his designee, to execute Amendment No. 1 to Contract No. 25-1003199 with Ontario Tunnel Constructors for the ONT Connector Project to increase the contract amount by up to \$2,000,000, for a total not-to-exceed amount of \$5,000,000, to be funded with State Transit Assistance funds previously approved for the project, subject to approval as to form by General Counsel.

Background:

The Ontario International Airport (ONT) Connector Project (Project) will provide new passenger service between the Cucamonga Metrolink Station and ONT utilizing fully autonomous, all-electric, rubber-tired transit vehicles. The proposed Project includes the construction of a 4.2-mile-long transit service tunnel, stations to serve Cucamonga Metrolink Station and ONT Terminal, a maintenance and storage facility to store and maintain vehicles, and an emergency access and ventilation shaft to provide a means of emergency passenger egress and first responder access. This new connection will increase mobility and connectivity for transit patrons, improve access to existing transportation services, provide a connection to future Brightline West service to/from ONT, and support the deployment of clean, emerging technology for transit opportunities between Cucamonga Metrolink Station and ONT.

On September 7, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the release of two separate Requests for Qualifications (RFQ) for an Operating System Provider RFQ No. 23-1002878, and Design-Build (DB) Contractor RFQ No. 23-1002870, which were released on November 15, 2022 and November 21, 2022, respectively.

On June 13, 2023, SBCTA received two Statements of Qualifications in response to the DB RFQ No. 23-1002870 from the following teams:

- Ontario Tunnel Constructors, a joint venture comprised of Skanska USA Civil West California District Inc., and Obayashi Corporation.
- ONTheMove JV, a joint venture led by Civil & Building North America, Inc.; with BESSAC, Nicholson Construction Company, and Colas Construction USA as joint venture partners.

Entity: San Bernardino County Transportation Authority

On July 3, 2024, the Board approved moving forward with the next phase of the Project's procurement by shortlisting the two DB firms and authorized executing Pre-Proposal Works Agreements (PPWA) with the two shortlisted DB firms, ONTheMove Joint Venture and Ontario Tunnel Constructors, for the Project, in an amount not-to-exceed \$3,000,000 per agreement. The PPWA sets out the terms and conditions by which the shortlisted teams will prepare certain pre-proposal deliverables and other work products during the pre-proposal period. This procurement approach allows SBCTA, the Program/Construction Management (PCM) team, and selected contractors to collaborate as an integrated team during the pre-construction phase. This collaborative approach promotes innovative ideas that benefit the project's cost and schedule. Areas for potential Project innovation include tunnel sizing, Tunnel Boring Machine logistics and operations, and vehicle technology selection.

Since the RFQ release, DB teams have collaborated with SBCTA and the PCM team to develop work plans, which include advancing designs, exploring innovative alternatives, and engaging with key stakeholders. Each team has participated in structured workshops to refine designs, stress test concepts, and clarify RFQ requirements. A competitive DB procurement has rapidly advanced through the preliminary design and concept optimization phase, as both DB teams work independently to develop the most cost-effective approach to connect Cucamonga Station to ONT with the autonomous shuttle service.

The pre-proposal phase was expected to last approximately 10 months, with an initial six-month design sprint followed by a four-month detailed cost estimation to establish a Guaranteed Maximum Price. However, several factors have introduced challenges and delays, necessitating an extension:

- **Evolving Stakeholder Priorities** – Ontario International Airport Authority (OIAA), a key project partner, is currently revising its Airport Layout Plan highlighting its short, intermediate, and long-term facilities for Federal Aviation Administration approval. As a result, OIAA has stipulated that ONT Connector construct a single station instead of the two stations originally planned at Terminal 2 and 4 lots. This change requires modifications to technical provisions and significant design adjustments, including tunnel alignment, station layouts, and operational concepts.
- **Complex Construction Coordination** – The ONT Connector was initially planned to precede Brightline West construction. However, both projects now have overlapping timelines at Cucamonga Station, complicating site logistics. Coordinating construction sequencing and access among these parties has proven more challenging than originally anticipated.
- **Third-Party Coordination Challenges** – The Alternative Technical Concept (ATC) process has produced promising innovative design optimizations and cost-saving considerations, but consensus with stakeholders has been limited. As an example, key agencies such as the California Public Utilities Commission and Southern California Edison were unable to meet due to the recent fires in Los Angeles and other priority commitments. Such delays have restricted the DB team's ability to gain concurrence on ATCs due to a lack of consensus with stakeholders.

Board of Directors Agenda Item

May 7, 2025

Page 3

Due to these constraints, the bidding teams are progressing designs with limited ATCs, assuming more restrictive constraints at Cucamonga Station and incorporating two ONT stations. This would likely increase both construction and contingency costs and may necessitate change orders post-award. To mitigate these risks, an extension is recommended to allow teams to integrate a single-station concept at ONT, refine their ATCs, and fully engage with stakeholders. This adjustment is expected to enhance proposal quality, reduce post-award changes, and optimize project cost and delivery outcomes.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. This project is included in the proposed Budget for Fiscal Year 2025/2026 and funded with State Transit Assistance Funds in Program 30, Transit.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is going directly to Board in order to mitigate delays to the procurement schedule. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contracts.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

Contract No.: 25-1003198 Amendment No.: 1

Contract Class: Payable Department: Transit

Vendor No.: 04042 Vendor Name: ONTheMove Joint Venture (Civil & Building North America, Inc)

Description: Pre-Proposal Works Agreement for the ONT Connector Project

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	3,000,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	2,000,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	5,000,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	5,000,000.00

Board of Directors	Date: 05/07/2025	Board	Item # 11457
Contract Management (Internal Purposes Only)			

Board of Directors

Date: 05/07/2025

Board

Item # 11457

Contract Management (Internal Purposes Only)

Capital Project Contracts

Sole Source? No

No Budget Adjustment

Local

Construction

N/A

[illegible]

Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: Other DB team Contract No. is :25-1003199.

Amendment amount TBD and to be finalized after Board approval but shall not exceed the total not-to-exceed authorized amount.

AMENDMENT NO. 1 TO CONTRACT NO. 25-1003198

FOR

**PRE-PROPOSAL WORKS AGREEMENT FOR ONTARIO INTERNATIONAL
AIRPORT CONNECTOR PROJECT**

(ONTHEMOVE JOINT VENTURE)

This Amendment No. 1 to Contract No. 25-1003198 is made by and between the San Bernardino County Transportation Authority (“SBCTA”) and the ONTheMove Joint Venture (“CONTRACTOR”). SBCTA and CONTRACTORS are each a “Party” and collectively are “Parties”.

RECITALS

- A. SBCTA, under Contract No. 25-10003198, engaged CONTRACTOR to provide Pre-Proposal Work Plans in collaboration with SBCTA and the Program Construction Management (PCM) Team relating to the construction of a 4.2 mile-long transit service tunnel between the Cucamonga Metrolink Station and the Ontario International Airport. (“Contract”); and
- B. SBCTA and CONTRACTOR desire to amend the Contract to increase the contract price by \$2,000,000 to incorporate the latest stakeholder priorities at ONT and Cucamonga station, and to allow further coordination with third parties.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, SBCTA and CONTRACTOR agree as follows:

1. SECTION 5.2.a. is deleted and replaced in its entirety to read as follows;

5.2.a In consideration for Proposer Counterparty agreement with respect to Work Product and Intellectual Property under Section 4, and subject to the terms of this Section 5.2, SBCTA agrees to pay Proposer Counterparty, on behalf of all Major Participants, the aggregate amount of five million dollars (\$5,000,000) (the “Stipend Payment”) upon the satisfaction of all of the following conditions:

2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 1, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
4. This Amendment No. 1 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 below.

ONTHEMOVE JOINT VENTURE

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Giuseppe Folco
Authorized Representative

By: _____
Raymond W. Wolfe Ph.D.
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

Contract No.: 25-1003199 Amendment No.: 1

Contract Class: Payable Department: Transit

Vendor No.: 04045 Vendor Name: Ontario Tunnel Constructors

Description: Pre-Proposal Works Agreement for the ONT Connector Project

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	3,000,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	2,000,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	5,000,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	5,000,000.00

Board of Directors	Date: 05/07/2025	Board	Item # 11457
Contract Management (Internal Purposes Only)			

Board of Directors

Date: 05/07/2025

Board

Item # 11457

Contract Management (Internal Purposes Only)

Capital Project Contracts

Sole Source? No

No Budget Adjustment

Local

Construction

N/A

Accounts Payable

Estimated Start Date:	07/31/2024
-----------------------	------------

Expiration Date: 07/31/2026

Revised Expiration Date:

NHS: N/A

QMP/QAP: N/A

Prevailing Wage: N/A

Total Contract Funding:

Total Contingency:

[illegible]

Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: Other DB team Contract is: 25-1003198.

Amendment amount TBD and to be finalized after Board approval but shall not exceed the total not-to-exceed authorized amount.

AMENDMENT NO. 1 TO CONTRACT NO. 25-1003199

FOR

**PRE-PROPOSAL WORKS AGREEMENT FOR ONTARIO INTERNATIONAL
AIRPORT CONNECTOR PROJECT**

(ONTARIO TUNNEL CONSTRUCTORS)

This Amendment No. 1 to Contract No. 25-1003199 is made by and between the San Bernardino County Transportation Authority (“SBCTA”) and the Ontario Tunnel Constructors (“CONTRACTOR”). SBCTA and CONTRACTORS are each a “Party” and collectively are “Parties”.

RECITALS

- A. SBCTA, under Contract No. 25-10003199, engaged CONTRACTOR to provide Pre-Proposal Work Plans in collaboration with SBCTA and the Program Construction Management Team relating to the construction of a 4.2 mile-long transit service tunnel between the Cucamonga Metrolink Station and the Ontario International Airport (“Contract”); and
- B. SBCTA and CONTRACTOR desire to amend the Contract to increase the contract price by \$2,000,000 to incorporate the latest stakeholder priorities at ONT and Cucamonga station, and to allow further coordination with third parties.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, SBCTA and CONTRACTOR agree as follows:

- 1. SECTION 5.2.a. is deleted and replaced in its entirety to read as follows;

5.2.a In consideration for Proposer Counterparty agreement with respect to Work Product and Intellectual Property under Section 4, and subject to the terms of this Section 5.2, SBCTA agrees to pay Proposer Counterparty, on behalf of all Major Participants, the aggregate amount of five million dollars (\$5,000,000) (the “Stipend Payment”) upon the satisfaction of all of the following conditions:

- 2. The Recitals set forth above are incorporated herein by this reference.
- 3. Except as amended by this Amendment No. 1, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
- 4. This Amendment No. 1 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 below.

ONTARIO TUNNEL CONSTRUCTORS

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
James Bailey
Executive Vice President/Attorney-In-Fact

By: _____
Raymond W. Wolfe Ph.D.
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

Minute Action

AGENDA ITEM: 29

Date: May 7, 2025

Subject:

Gold Line to Montclair Project Update

Recommendation:

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

- A. Receive an update on the Gold Line to Montclair Project and provide direction as appropriate.
- B. ~~Consider reallocating \$37,199,643 of SBCTA funds to other SBCTA-funded operations and project needs and discontinuing a fund reserve for future operations.~~ **Direct staff to seek further clarification from the Metro Gold Line Foothill Extension Construction Authority and return to the Transit Committee in June to consider reallocating \$37,199,643 of SBCTA funds to other SBCTA-funded operations and project needs and discontinuing a fund reserve for future operations.**

Background:

The Metro Foothill Gold Line Phase 2B project includes 12.3 miles of light-rail track construction between the Cities of Azusa and Montclair, primarily in Los Angeles County, except for 0.65 miles of construction in San Bernardino County, which contains the planned eastern terminus at the Montclair Transit Center, as shown in Attachment A. The overall Phase 2B project is divided into two sections: Phase 2B1 extends from Glendora to Pomona, and Phase 2B2/2B3 (Project) extends from Pomona to Montclair.

On May 1, 2024, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) received a Project update and approved increasing the total allocation to \$39 million, of which about \$1.9 million has been expended to date and which, when combined with the \$41 million of 2018 Transit and Intercity Rail Capital Program (TIRCP) funds awarded towards the San Bernardino County portion of the Project, provided a total of \$80 million available for the Project as an interim funding step until the design-build contract and other costs were further defined. The Board also directed staff to negotiate a reimbursement agreement with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to memorialize the additional funds allocated by the SBCTA Board for the Project. The complete staff report is included as Attachment B.

The Metro Gold Line Foothill Extension Construction Authority (Construction Authority) asserted that having the reimbursement agreement in place and included as part of the Request for Proposals (RFP) packet was critical to reducing the unnecessary risk of money being added by the bidders to their bid price due to the perceived uncertainty. In October 2024, the LACMTA Board approved an amendment with the Construction Authority allocating \$798 million in TIRCP formula funding authorized by Senate Bill 125, which included the \$41 million TIRCP funds for costs in San Bernardino County, and reference to the additional \$39 million allocated by the SBCTA Board in May 2024.

Entity: San Bernardino County Transportation Authority

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The Construction Authority issued a request for qualifications for the design-build contractor in March 2024 and shortlisted one contractor in July 2024 to submit a response to the Authority's RFP. The Construction Authority expected to receive a firm, fixed-price proposal from its design-build contractor in early 2025, and bids were received in late February 2025. The Construction Authority then worked with the design-build contractor to refine the contract documents to reduce costs and risk for the design-builder. However, the best and final offer was received in late March 2025 and remained hundreds of millions of dollars above the Construction Authority's independent cost estimates and available funding. The bid for the San Bernardino County portion was approximately \$170.6 million, which is \$90.6 million more than the \$80 million anticipated by SBCTA in May 2024.

On March 26, 2025, the Construction Authority Board directed staff to cancel the ongoing design-build procurement and pursue a new plan to deliver the project using the Construction Manager at Risk (CMAR) delivery method. It should be noted that the statute governing the CMAR delivery method, Assembly Bill 1932 (Daly), allows a public entity, with the approval of its governing board, to utilize CMAR for projects on property the county owns or leases. The proposed Project lies largely on property owned by either LACMTA or SBCTA, neither being counties. The Construction Authority staff anticipates providing more details on the new plan, including a timeline for expediting project delivery with a new RFP for design to be released in June 2025.

Over the last several years, the Metro Foothill Gold Line extension to Montclair has experienced cost increases, schedule delays, and has gone through different procurement approaches. In November 2018, the Construction Authority previously shortlisted four teams, all of which had cost proposals substantially over the budget established in June 2017. Based on the two lowest-cost proposals received, the Construction Authority had estimated an additional \$570 million was needed to construct the segment to Montclair and recommended a phased approach by advancing the project to Pomona while additional funding was secured for the segment from Pomona to Montclair. However, in November 2022, the Construction Authority informed LACMTA that the estimated cost of the segment between Pomona and Montclair was now estimated at \$878 million, with \$798 million attributable to costs in Los Angeles County and \$80 million to costs in San Bernardino County. Now that the Construction Authority has canceled the ongoing procurement and is going to pursue another procurement approach, staff remains concerned that the overall schedule will continue to be extended and the overall price of the project will continue to go up. In February 2025, the Board approved an update to the 10-Year Delivery Plan, which included the funding for the capital, operations, and maintenance for the extension to Montclair and noted that the projected revenue through 2040 for the San Bernardino Valley Metrolink/Rail Service Program is already 93% committed and only \$33 million remains for future projects and/or operating costs, which is higher than the bids already received for the extension to Montclair.

Furthermore, as noted in previous updates to the SBCTA Board, staff remain concerned with duplication of transit services in the same corridor where they are publicly subsidized at significantly different levels, as is the case with the introduction of Gold Line service in the Metrolink corridor. The SBCTA Board recently approved moving forward with the Lilac to Sycamore project, and along with other double track projects that are included as part of the Metrolink Southern California Optimized Rail Expansion (SCORE) Program, will introduce

San Bernardino County Transportation Authority

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30-minute bi-directional service along the San Bernardino Line prior to the now revised 2031 revenue service date for the Gold Line segment from Pomona to Montclair. However, in late January 2025, the Southern California Regional Rail Authority, which operates the Metrolink service, implemented a revised schedule as part of their long-term evolution to a regional rail model that already increases the level of service to approximately 30-minute bi-directional service between Los Angeles Union Station and Montclair. The cost to operate the Gold Line 0.65-mile segment within San Bernardino County has also recently increased from approximately \$2 million per year to approximately \$5 million per year. However, per the approved 10-Year Delivery Plan, we are currently reserving \$13.7 million for the initial three years of operations and a total of \$37.7 million through 2040, which would increase to \$63 million with the current estimates. The actual cost to operate is likely to continue to increase due to inflation, future capital cost, state of good repair needs, and other expenses, which will further impact the already limited funding to operate existing transit services in San Bernardino County.

Based on the overall schedule and procurement history of the Construction Authority to extend the Gold Line service to Montclair, recent and upcoming improvements to Metrolink service along the same corridor, and the limited operations funds, the prior funding allocated to the Project and any reserves for future operations should be considered for reallocation to other existing SBCTA Board priorities and programs.

At the April 10, 2025 Transit Committee, staff was directed to seek detailed clarification from the Construction Authority on how using the CMAR delivery method will result in a reduced project cost, reiterate the need for the transparent sharing of information, and defer the decision to reallocate funds to the June 2025 Transit Committee. A letter was sent to the Construction Authority on April 18, 2025, and included a request for a meeting on May 12, 2025.

Financial Impact:

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

Reviewed By:

This item was reviewed and recommended for approval (9-2-0; Opposed: McCallon, Navarro) by the Transit Committee on April 10, 2025.

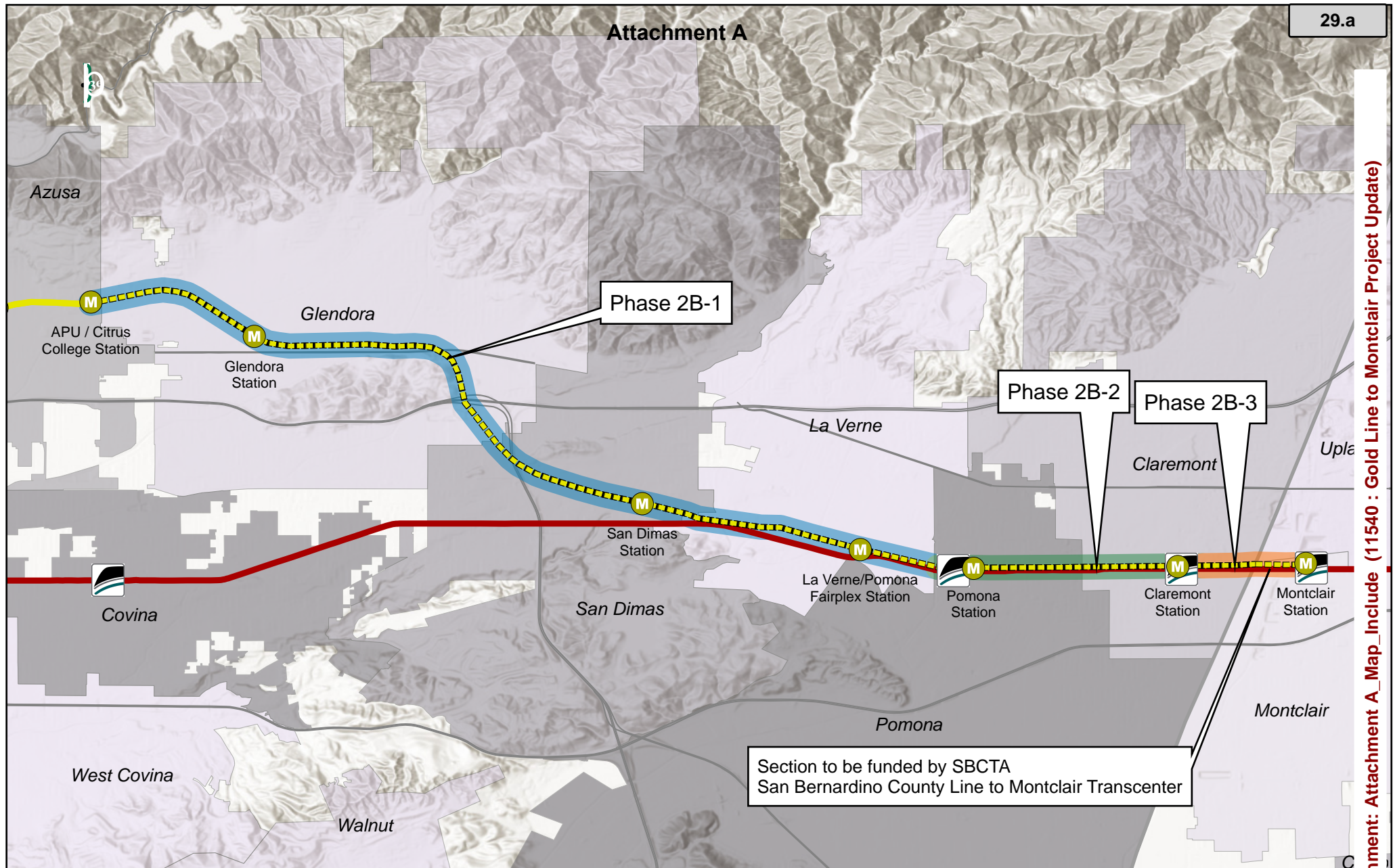
Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

Attachment A



Attachment: Attachment A_Map_Include (11540 : Gold Line to Montclair Project Update)



Metrolink Stations



San Bernardino Metrolink Line



Metro A Line Stations



Metro A Line (Existing)



Metro A Line (Proposed Extension)

Foothill Extension - Proposed Alignment Anticipated Construction Timelines



Phase 2B-1: Glendora to Pomona North Metrolink Station – Construction Underway 2019 to 2025



Phase 2B-2: Pomona North Metrolink Station to Los Angeles/San Bernardino County Line – Construction Planned 2025 to 2031



Phase 2B-3: Los Angeles/San Bernardino County Line – Construction Planned 2025 to 2031

Minute Action

AGENDA ITEM: 16

Date: May 1, 2024

Subject:

Gold Line to Montclair Project Update and Funding Allocation

Recommendation:

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

A. Increase the total allocated funding to the Gold Line to Montclair Project from \$3,000,000 to \$39,000,000, to be funded with Local Transportation Funds, Low Carbon Transit Operations Program funds, and Measure I Valley Metrolink/Rail Service Program funds, which when combined with the \$41,000,000 of 2018 Transit and Intercity Rail Capital Program funds awarded towards the San Bernardino County portion of the Gold Line to Montclair Project provides a total of \$80 million available to the Project as an interim funding step until the design-build contract and other costs are further defined.

B. Direct staff to negotiate a reimbursement agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA) to fund San Bernardino County's share of the remaining Gold Line to Montclair Project as described in Recommendation A.

C. Consider reallocation of the additional \$36,000,000 of SBCTA formula funds identified in Recommendation A to other SBCTA funded operations and project needs should the design-build contract bid amount exceed the available funding needed to build the Gold Line to the San Bernardino/Los Angeles county line, and should the LACMTA not allocate the additional funding needed by April 1, 2025.

Background:

The Metro Foothill Gold Line Phase 2B Project (Project) includes 12.3 miles of light-rail track construction between Azusa and Montclair, primarily in Los Angeles County, except for 0.6 miles of construction in San Bernardino County, which contains the planned eastern terminus at the Montclair Transit Center, as shown in Attachment A. Through state legislation, the Foothill Gold Line Construction Authority (Construction Authority) was formed for the purposes of overseeing all design and construction contracts for completion of the Los Angeles to Pasadena Metro Gold Line as well as any future extension eastward to Claremont. In 2012, Assembly Bill (AB) 1600 was passed that extended the terminus further east to Montclair in San Bernardino County. In accordance with the 2012 legislation, the Los Angeles County Metropolitan Transportation Authority (LACMTA) shall assume responsibility for operating all completed phases of the Project, including the portion in San Bernardino County contingent upon the approval of the San Bernardino County Transportation Authority (SBCTA) Board of Directors, demonstrated via execution of an operations and maintenance agreement with LACMTA. AB 1600 also required the Construction Authority to enter into a construction agreement with SBCTA prior to commencing construction of the portion of the Project in San Bernardino County. AB 1600 does not state who is responsible for securing construction funding aside from stating that, "Nothing in this section shall be construed to require the LACMTA to allocate funds to the project beyond funds that have been allocated as of January 1, 2012."

Entity: San Bernardino County Transportation Authority

However, LACMTA has moved forward with adding funding to the Project. On June 22, 2017, the LACMTA Board of Directors approved a Life of Project Budget for their portion of the Project in the amount of \$1.41 billion and authorized execution of a Project Funding Agreement with the Construction Authority, including provisions to apply for \$249 million in State Transit and Intercity Rail Capital Program (TIRCP) funds as a LACMTA priority. In December 2018, LACMTA led the effort to submit a TIRCP grant for the remaining funding needed in Los Angeles County, \$249 million, as well as the remaining funding needed in San Bernardino County, which was \$41 million. The TIRCP grant application was successful with the award of \$290 million, and the Construction Authority initiated the design-build procurement process to enter into a contract for design and construction of the Project. As reported to their Board on November 13, 2018, they shortlisted four teams, all of which had cost proposals substantially over the budget established in June 2017. Based on the two lowest cost proposals received, the Construction Authority estimated an additional \$570 million was needed to construct the Project to Montclair, and recommended a phased approach to delivering the Project while additional funding was secured. The Construction Authority initiated the main design-build contract to build the funded 9.1-mile Glendora to Pomona project segment in October 2019 and substantial completion to Pomona is scheduled for January 2025.

Elected officials and staff from SBCTA, LACMTA, and the Construction Authority met on January 29, 2024, to discuss advancing the remaining segment of the Project. The Construction Authority continues to seek the funding needed to complete the 3.2-mile Pomona to Montclair segment, which as of late 2022, was estimated to cost \$798 million and is now estimated to cost \$896 million based on a Notice to Proceed with construction being issued in spring 2025 and construction being completed within 63 months.

The following agreements are needed to further advance the effort:

1. LACMTA/Construction Authority Reimbursement Agreement – LACMTA reimburses the Construction Authority for all costs.
2. SBCTA/LACMTA Reimbursement Agreement – SBCTA reimburses LACMTA for the work to be done in San Bernardino County instead of the Construction Authority entering into two separate reimbursement agreements.
3. SBCTA/Construction Authority Construction Agreement.
4. SBCTA/LACMTA operations and maintenance agreement.

While work on the SBCTA/LACMTA Reimbursement Agreement has been initiated, staff is seeking concurrence from the SBCTA Board of Directors on proceeding with the approach of reimbursing LACMTA, who will then reimburse the Construction Authority, for costs in San Bernardino County, ahead of presenting the final negotiated agreement for approval in September 2024.

In December 2023, LACMTA submitted a Senate Bill (SB) 125 funding request to the State for \$798 million, to be available over the next three years, to support construction of the Project to the Los Angeles/San Bernardino County line. Prior to the now known State budget deficit, SB 125 amended the Budget Act of 2023 with one-time money to appropriate \$4 billion of General Fund to the TIRCP over the next two fiscal years as well as \$910 million of Greenhouse Gas Reduction Fund dollars and \$190 million of Public Transportation Account funding over the next four fiscal years. The intent of SB 125 is to provide one-time multiyear bridge funding for San Bernardino County Transportation Authority

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transit operators to address operational costs until long-term transit sustainability solutions are identified, assist transit operators in preventing service cuts and increasing ridership, prioritize the availability of transit for riders who are transit dependent, and prioritize transit agencies representing a significant percentage of the region's ridership. It is unknown how the State budget deficit will affect the availability of the SB 125 funds starting next fiscal year.

The Construction Authority's position is that SBCTA is responsible for funding the remaining portion of the Project cost in San Bernardino County, but has taken the position that they are not legally obligated to provide SBCTA with a detailed cost estimate to validate the cost of the work in San Bernardino County. The Construction Authority provided a high level annual rate of expenditure, showing a revised total cost of \$98 million, which is included as Attachment B. Typically, SBCTA staff validates the cost of a project before requesting the Board allocate funding to it. In this case, staff also wants to ensure SBCTA is not to provide funding to cover the cost of work outside of San Bernardino County and that all planned expenditures are eligible expenses. The Construction Authority is requesting that the reimbursement agreement between SBCTA and LACMTA be in place before the design-build Request for Proposals (RFP) is issued in September 2024.

In lieu of providing adequate backup for the \$98 million cost, the Construction Authority is requesting that SBCTA enter the Project reimbursement agreement with LACMTA for only \$77 million consisting of the remaining \$36 million local funds identified in the 2021 Ten-Year Delivery Plan and the \$41 million TIRCP funds, and per the Construction Authority, "...knowing that the reimbursement agreement can be amended once the design-build contract has been signed and the Construction Authority shares the final pricing from the winning bidder." The Construction Authority asserts that having the reimbursement agreement in place and included as part of the RFP packet is critical to reducing the unnecessary risk of money being added by the bidders to their bid prices due to perceived uncertainty, and even if not fully funded, the agreement being in place and included in the RFP would show the contracting community the necessary commitment they are looking for from SBCTA to keep the price down for work in San Bernardino County.

The Construction Authority's approach would be that once the design-build contract is signed, SBCTA and LACMTA can amend the funding amount in the reimbursement agreement if the SBCTA Board of Directors is comfortable with the cost increase. By that time, they will have a fixed and final price for the project in San Bernardino County, which can be shared with the SBCTA Board of Directors. To provide time for amendment, the portion of the project in San Bernardino County will be included as a Contract Option in the RFP, thereby giving SBCTA a few months to determine if there are sufficient funds available to increase the Project allocation, subject to SBCTA Board of Directors approval, without raising the design-build contract price or impacting the schedule. In addition to the design-build contract, there are right-of-way acquisitions identified, including working with California Department of Transportation who owns land at the Montclair Transcenter, LACMTA support services costs that have not been identified, as well as inspection services that are necessary.

SBCTA and LACMTA staff have begun work on the SBCTA/LACMTA operations and maintenance agreement. It is important that the operations and maintenance agreement be finalized at the same time as the reimbursement agreement to ensure all financial and operational

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commitments are known ahead of breaking ground in San Bernardino County. Currently the cost for LACMTA to operate 0.6 miles of light rail service between the San Bernardino/Los Angeles County line and the Montclair Transcenter is approximately \$2.2 million annual dollars based on five minute peak service. For a ten-year period, this equates to over \$22 million dollars, not including inflation. Actual future costs can be expected to also change and may include inflation, certain capital costs, State of Good Repair, or other costs.

The operations and maintenance agreement will need to address how SBCTA's share of fare revenue is determined. It is important to note that SBCTA will not have a say in what the Metro Gold Line (now known as the A Line) fares are. Should LACMTA decide to go through the Federal Transit Administration process to permanently adjust fares, SBCTA will not have approval rights over the fare adjustment even though it will directly affect the SBCTA operating subsidy amount. Further, SBCTA will be required to fund State of Good Repair/preventative maintenance for the infrastructure in San Bernardino County. Unlike Metrolink where SBCTA has Board appointed representation, SBCTA will not have a seat at the table when ongoing operational and maintenance decisions are made that will have a financial impact on SBCTA. While SBCTA will ultimately have to approve the subsidy as part of the SBCTA Budget, it will be important that the operations agreement provides authority to SBCTA to reduce the level of service in San Bernardino County should costs become unsustainable, and operations funding is not available. Lastly, SBCTA staff is particularly concerned with the potential for unhoused riders using the Metro system for shelter to be cleared off the trains in Montclair when vehicles are going out of service. Both Long Beach and Azusa have had challenges with this in their communities. Staff recommends that a provision be included in the operations and maintenance agreement that precludes trains from going out of service at the Montclair Transcenter. In other words, all trains coming to the Montclair Transcenter will have a westbound revenue move to ensure people from outside San Bernardino County are not forced to exit the train in an unfamiliar community when train service ends sometime between 1:00 AM and 2:00 AM.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: May 1, 2024

Witnessed By:

San Bernardino County Transportation Authority

Attachment C

Public Comments and Letters

From: Kevin R. Dedicatoria [REDACTED]
Sent: Sunday, April 6, 2025 6:58 PM
To: clerkoftheboard
Subject: Public Comment for the SBCTA Transit Committee Meeting April 10

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear SBCTA Clerk of the Board,

I am sending my public comment for the upcoming SBCTA Transit Committee meeting on April 10, 2025. It is for Agenda Item 8: Gold Line to Montclair Project Update . Could you confirm if the Transit Committee has received my comment? Thank you!

Sincerely,
 Kevin Dedicatoria

Dear SBCTA Transit Committee Dutrey & Members,

I am writing a public comment on Agenda Item 8 regarding the Metro Gold/A Line Project. I share the concerns about SBCTA's limited funds for countywide transit services. Measure I has not kept up with the capital and operations expenses for better public transit services countrywide.

I am writing against Action B on Agenda Item 8. The delays and ongoing cost increases with the Foothill Gold Line Extension project are unpleasant for everyone, me included. I've wanted to take the A Line from Montclair instead of driving to/from APU/Citrus.

I am skeptical on SBCTA's ongoing commitment to the project; with exceptions of Board members from Montclair, Ontario, and Chino Hills. SBCTA's Long Range Multimodal Transportation Plan includes the Metro Gold/A Line to Montclair for urban development and transit plans (SBCTA Long Range Multimodal Transportation Plan Appendix B – Transit, pgs. 7, 10, & 12). Agenda Item 8's report has no specific plans on commitment to funding and resources to complete the project. It will also create connections for Omnitrans (e.g., Route 290/Freeway Express, Route 66) & expand Metrolink ridership. I urge SBCTA continue to work with Metro, the Foothill Gold Line Construction Authority, and other partners to finish the Montclair extension in a timely & effective manner.

The Agenda Item 8 report is misleading. Metrolink and Metro A Line complement each other's services. I welcome the additional Metrolink service on the San Bernardino Line. Under Metrolink SCORE, the San Bernardino Line would have 30-minute bidirectional services *during peak hours* but every hour off-peak on weekdays (Metrolink's April 11 Executive Committee Meeting Agenda, pg.86). However, the service improvement does not extend to weekends or holidays.

Metrolink's updated Strategic Business Plan will also depend on last mile connections like the Metro Gold/A Line 2B extension (Metrolink's April 11 Executive Committee Meeting Agenda, pg. 55). The Metro Gold/A Line to Montclair will be another convenient option & that last mile connection between San Bernardino and Los Angeles counties. The Foothill Gold Line Construction Authority projects over 6,000 daily passengers on the Gold/A Line from Montclair, excluding Metrolink transfers. The ridership demand exists. I advocate SBCTA complete this last mile connection and stay consistent with Metrolink's Strategic Business Plan. Thank you for your time and consideration.

Sincerely,

Attachment: Attachment C_Public Comments and Letters (11540 : Gold Line to Montclair Project Update)

Kevin Dedicataria
Transit Advocate & Urbanist

Resources

Metrolink April 11, 2025 Executive Committee Agenda:

https://linklock.titanhq.com/analyse?url=https%3A%2F%2Fmetrolink.granicus.com%2FagendaViewer.php%3Fview_id%3D8%26event_id%3D782&data=eJxNjLsOgyAYRp8GRqNQLwuDSWO6tUMvY4PwK0QBw0VfVzRdmnzLyTn5BGsaLkrakmqiUGPJZhdGEXkhnMGGHffHqsziVl9fLQ5s8RKkFhU6lWEPqQCZsGdiBb-4KSoYHfcyy_-TxFSMW0C0R2TIMxC9W7Vditlzq0UK3yyLfgYr-VPDAb7Y1IbosGd4a4nouUOkgr1s_GHbkQ8mlD9T

SBCTA Long Range Multimodal Transportation Plan Appendix B – Transit:

https://linklock.titanhq.com/analyse?url=https%3A%2F%2Fwww.gosbcta.com%2Fwp-content%2Fuploads%2F2025%2F02%2FDraft-LRMTP-Appendix-B-Transit-Vision-1.pdf&data=eJxNTE0PgiAA_TVygyGmnjjUWutQyzWrMwImU4HxEf386Ob29j63x2nTMI6rlpRjJWsg6Nv4gQeGuFnBSIP_WKb13NW3Vws8nZ2QQvGy2GH_8RFJEYGjfJFuNmOY5GCYE3ncnkQ6hWB9Ue0LcspIKaHN_m8s5EYHqUM0S6GCZ8dwaTOgkmmo2NjgJf7te_g3lqphfrCA-wd014F-FReGQ1LZMX4Ax1jRnY%

Attachment: Attachment C_Public Comments and Letters (11540 : Gold Line to Montclair Project Update)

April 10, 2025

San Bernardino County Transportation Authority
 Attn: Transit Committee
 1170 W. Third Street, 2nd Floor
 San Bernardino, CA 92410
Submitted via email to clerkoftheboard@gosbcta.com.

Re: April 10, 2025 Transit Committee Item 8: Gold Line to Montclair Project Update

Dear Chair Dutrey and Transit Committee,

I am writing today to provide a comment on Agenda Item 8: Gold [A] Line to Montclair Project Update. I have reviewed the staff report included with the Item and based on the numbers being estimated for continuing the service into San Bernardino County, I am in agreement with the recommendation to consider reallocating the funds. As noted in the staff report, the extension to Montclair would be duplicative as it would run directly adjacent to the existing Metrolink San Bernardino Line making the exact same stops.

While a frequent reason voiced for this duplication is the expectation that A Line frequencies would be higher than San Bernardino Line, that is not guaranteed as previous discussion in this body has contemplated actions such as pursuing service options that would see not all Gold (A) Line trains continue past Claremont to Montclair. At the same time, as also noted in the staff report, San Bernardino Line frequencies are not set in stone either and can be improved. Recent schedule changes already now provide bidirectional 30-minute frequencies for from LAUS to Montclair and ongoing SCORE projects would introduce the ability to continue them all the way to San Bernardino, a service improvement that the Gold (A) Line to Montclair would be unable to provide at all. While it is true that service hours for the Gold (A) Line are traditionally earlier/later than those provided by the San Bernardino Line, it is entirely possible to improve them by working with Metrolink.

Additionally, SBCTA has in fact already studied implementing service frequencies of better than every 30 minutes on the San Bernardino Line from Redlands to Pomona or El Monte, with options for both 20-minute and 15-minute headways to either western endpoint having been studied at that time.¹ (Furthermore, as the infrastructure needs for both cases largely hinged on closing the gaps that currently lack double-track, it is likely that once they are closed, the San Bernardino Line could support even lower headways, potentially to the point of being able to match A Line headways if that is truly desired.)

With the *estimate* for just the San Bernardino County portion of the Gold (A) Line extension now coming in at \$190m (which works out to more than \$300m/mile if that amount is solely for the section within the county), that is in the ballpark of a quarter of the cost that it was estimated to

¹ [Hybrid Rail Study \(2018\) - SBCTA](#)

get 15-minute bidirectional service from Redlands to El Monte. Though numbers from the 2018 study undoubtedly would be higher in the present, it is undeniable that the money that is now allocated for extending the Gold (A) Line to Montclair would be better spent on building out the sidings to provide full double-tracking of the San Gabriel Subdivision and thus provide better service out of the San Bernardino Line.

Similarly, from the operational standpoint, the potential cost of at least \$5m annually to operate the Gold (A) Line is worrisome given the limited reach of that service into the county. With current budget constraints being as they are, it does not seem to be the best use of limited rail transit dollars to duplicate Metrolink, especially if it leads to having to curtail Metrolink operations to be able to pony up the money for operating the Gold (A) Line.

While I understand that the City of Montclair has spent many years developing a TOD plan for the station area and has current projects under construction which are at least in part predicated on an expectation of the eventual arrival of the Gold (A) Line to the city, it is important to take a step back and really evaluate the situation. As is surmised by staff via the staff report, it possible to provide a similar service as Gold (A) Line via service improvements on the San Bernardino Line instead so this is a markedly different situation than one where no rail transit service currently exists at all.

Although the Gold (A) Line does have a different route after Pomona that opens up additional destinations, the transfer at the Pomona-North station will provide a convenient connection opportunity for people to still be able to reach them from Montclair and points farther east. With the recent schedule change eliminating the express train on the San Bernardino Line, all Metrolink passengers will have the option to transfer if they so desire and even if the express train is able to be reintroduced at some point, it can still be done so with a stop at Pomona-North to maintain that transfer opportunity.

Thank you for the opportunity to provide these comments.

Sincerely,

Marven E. Norman
San Bernardino resident

Minute Action

AGENDA ITEM: 30

Date: May 7, 2025

Subject:

Fiscal Year 2024/2025 Operator Allocation - Mountain Transit

Recommendation:

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

Allocate an additional \$500,000 of Local Transportation Fund- Population Share Reserve Fund to Mountain Transit for Operating Assistance.

Background:

On May 30, 2024, San Bernardino County rural transit operators submitted applications to California Department of Transportation (Caltrans) Division of Rail and Mass Transportation to receive Section 5311, 5311(f), and Congestion Mitigation and Air Quality (CMAQ) funding. Section 5311 and 5311(f) funding is used to operate services within these rural communities, while CMAQ is used to purchase vehicles and infrastructure. Since the smaller operators are not direct recipients of Section 5311, 5311(f), and CMAQ, their funding must go through Caltrans as they are the direct recipients of the federal funds.

As of April 24, 2025, three of our four rural operators have not received their funding for Fiscal Year (FY) 2023/2024. The delay in receiving the funding was caused by a delay in submitting the application request from Caltrans to the Federal Transit Administration (FTA), which was due to staffing turnover at Caltrans. Table 1 below shows the outstanding balances for each agency.

Table 1 - FY23/24 – Pending Funds from Caltrans – Applications submitted May 30, 2024

	Section 5311	Section 5311(f)	CMAQ	TOTAL
Mountain Transit	\$384,018	\$267,406	\$1,716,987	\$2,368,411
Basin Transit	\$555,516	N/A	\$745,070	\$1,300,586
City of Needles	\$53,315	N/A	N/A	\$53,315
TOTAL	\$992,849	\$267,406	\$2,462,057	\$3,722,312

Victor Valley Transit Authority confirmed that they have received their Section 5311 funding for FY 2023/2024, which arrived in April of 2025.

For FY 2024/2025, the application process for Section 5311, 5311(f), and CMAQ funding has not yet begun. San Bernardino County Transportation Authority (SBCTA) staff met with Caltrans in late April, and they stated that the full apportionments for federal dollars that would typically be available by March have not been provided, and no applications will be accepted until the FTA has provided the full apportionment. However, no timeline has been given by FTA or Caltrans as to when the funding for FY 2024/2025 will be made available. Table 2 on the following page identifies funding awaiting the application process. Mountain Transit is the only agency requesting additional dollars; however, if delays continue at the state and federal level, the SBCTA Board of Directors could see additional requests.

Entity: San Bernardino County Transportation Authority

Table 2 – FY24/25 – Funding awaiting application submittal to Caltrans

	Section 5311	Section 5311(f)	CMAQ	TOTAL
Mountain Transit	\$384,018	TBD	\$1,469,675	\$1,853,693
Basin Transit	\$555,516	N/A	\$904,072	\$1,459,588
City of Needles	\$53,315	N/A	N/A	\$53,315
VVTA	\$985,529	N/A	N/A	\$985,529
TOTAL	\$1,978,378	TBD	\$2,373,747	\$4,352,125

Mountain Transit reached out to SBCTA and requested an allocation of \$500,000 to help cover their operating costs through the end of the fiscal year. The total amount of operating expenses for the remainder of the year is approximately \$1,200,000; however, Mountain Transit has enough to cover the difference. As part of the annual Local Transportation Fund (LTF) Apportionment, a fund reserve of 10% of the estimated LTF revenue is retained. FY24/25 Fund Reserve is \$14,956,894. This reserve is maintained for operators to remedy an immediate economic shortfall or address extreme or unusual circumstances. The reserve fund is divided based on population share for each of the operator's service areas. Mountain Transit reserve is set at \$341,950; however, since no other agency needs this funding, the full amount of \$500,000 is available to Mountain Transit. The \$500,000 will be paid back to the LTF Reserve from a future allocation when the funding delays are resolved.

Staff recommends a supplemental allocation of \$500,000 from the unallocated fund balance of LTF reserves to Mountain Transit for the continuation of operational services. The revised FY 2024/2025 allocation to Mountain Transit is presented in Table 3 below.

Table 3 – Revised Allocation to Mountain Transit

Fund Source	Original Allocation	Supplemental Allocation	Revised Allocation
Local Transportation Fund	\$3,936,886	\$500,000	\$4,436,886
State Transit Assistance - Op	\$46,164		\$46,164
State Transit Assistance - Pop	\$21,410,000		\$21,410,000
SGR - Op	\$6,414		\$6,414
SGR - Pop	\$86,486		\$86,486
Measure I S & D	\$134,400		\$134,400
FTA Section 5311	\$384,018		\$384,018
SB125 - TIRCP	\$2,579,132		\$2,579,132
SB125 – ZETCP	\$174,849		\$174,849
CMAQ	\$1,469,675		\$1,469,675
LCTOP – Op	\$10,225		\$10,225
LCTOP - Pop	\$132,140		\$132,140
Total Allocation	\$30,370,389	\$500,000	\$30,870,389

Financial Impact:

The necessary budget to support the recommended allocation is included in the adopted Budget for Fiscal Year 2024/2025 in Program 30, Transit.

Board of Directors Agenda Item
May 7, 2025
Page 3

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board so that Mountain Transit can receive funding to continue operations of their service.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 31

Date: May 7, 2025

Subject:

Measure I 3.0 Update and Establish Ad Hoc Committee

Recommendation:

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

A. Receive a presentation from Dr. Richard Bernard, Partner with Fairbank, Maslin, Maullin, Metz & Associates, on the 2023 surveys of San Bernardino County residents regarding Measure I, and provide staff direction.

B. Receive an update regarding support for the tourism communities such as City of Big Bear Lake and Town of Yucca Valley, and provide staff direction.

C. Approve the establishment of a Measure I 3.0 Ad Hoc Committee to review information and provide staff direction in developing a new Measure, with a term end date of December 31, 2026.

Background:

On February 5, 2025, during the Measure I workshop, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) received an update on developing a future Measure I ordinance and expenditure plan. During the presentation, Board members inquired about the potential to increase the sales tax rate from 0.05% to 0.10%. Dr. Richard Bernard, Partner at Fairbank, Maslin, Maullin, Metz & Associates, will provide a presentation on the 2023 survey findings and results relative to a sales tax extension versus a sales tax increase.

At the February Measure I workshop, Board members raised questions regarding opportunities to provide additional funding support to tourism-driven communities, such as the City of Big Bear Lake and the Town of Yucca Valley. These communities experience seasonal influxes that place unique demands on local resources and infrastructure. SBCTA staff seeks Board direction to address the concerns raised by these communities.

On June 29, 2022, the Board established the Transportation Investment Plan Ad Hoc Committee, which reviewed the development of the Measure I ordinance and expenditure plan and provided valuable guidance to staff. The Ad Hoc Committee was dissolved before its scheduled end date of March 31, 2025. Staff recommends establishing a new Measure I 3.0 Ad Hoc Committee to ensure continued guidance and direction, with a term end date of December 31, 2026. Pursuant to SBCTA Administrative Code 2-01-090, the President of the Board may designate ad hoc committees to study specific projects or matters, subject to the concurrence of the Board, and shall make appointments to the ad hoc committee.

Financial Impact:

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

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. The item is being presented directly to the Board because it follows up on the Measure I workshop provided to the Board on February 5, 2025.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
May 7, 2025
Page 2

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: May 7, 2025

Witnessed By:

Presentation of San Bernardino County Voter Opinion Research

Voters Views in 2023

Presented by Dr. Richard Bernard,
Partner FM3 Research

San Bernardino County Transportation Authority
May 7, 2023








OPINION
RESEARCH
& STRATEGY

220-6849

Potential Ballot Measure

Survey Specifics and Methodology

Dates	August 11-20, 2023
Survey Type	Dual-mode Voter Survey
Research Population	Likely November 2024 Voters in San Bernardino County
Total Interviews	1,371
Margin of Sampling Error	(Full sample) $\pm 2.8\%$ at the 95% confidence level (Half sample - Each Measure) $\pm 4.0\%$ at the 95% confidence level
Contact Methods	 Telephone Calls  Email Invitations  Text Invitations
Data Collection Modes	 Telephone Interviews  Online Interviews
Languages	English and Spanish

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(Note: Not All Results Will Sum to 100% Due to Rounding)

3

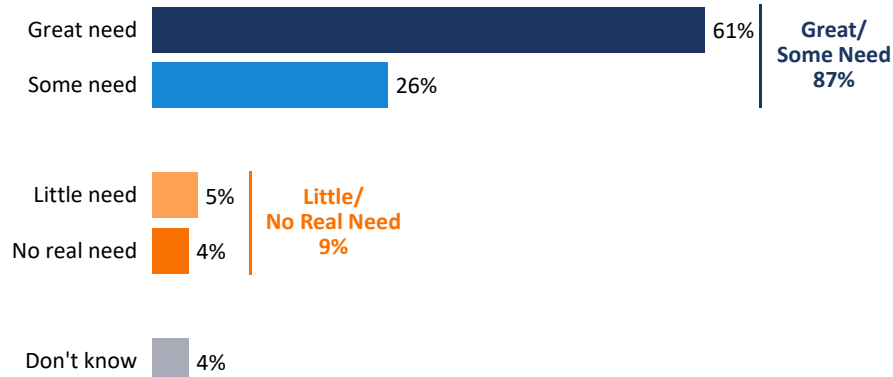
San Bernardino County Polling Areas:

Polling Subarea	Cities and Unincorporated Areas in the Polling Subarea	Pre-Weighted Sample	Percent of Actual Likely November 2024 Voters	Margin of Error Per Region
Subarea 1	Adelanto, Hesperia, Apple Valley, Victorville, Unincorporated Area	335	19%	$\pm 5.4\%$
Subarea 2	Barstow, Unincorporated Area	31	2%	$\pm 17.6\%$
Subarea 3	Big Bear, Unincorporated Area	75	4%	$\pm 11.3\%$
Subarea 4	Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Upland, Unincorporated Area	500	42%	$\pm 4.4\%$
Subarea 5	Colton, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernardino, Yucaipa, Unincorporated Area	361	30%	$\pm 5.2\%$
Subarea 6	Needles, Unincorporated Area	6	$>1\%$	$\pm 40.0\%$
Subarea 7	Twentynine Palms, Yucca Valley, Unincorporated Area	53	3%	$\pm 13.5\%$
Subarea 8	Other Unincorporated Areas	10	1%	$\pm 31.0\%$

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4

The vast majority perceived there is at least some need for additional funds for the County's transportation system, with approximately 6-in-10 having said a "great need."



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RESEARCH

Q. Generally speaking, would you say that San Bernardino County has a great need, some need, a little need or no real need for additional funding for the County's transportation system, including freeways, highways, local streets and public transit?

5

Placeholder Ballot Title and Summary

(Language Reviewed by Legal Counsel)

San Bernardino County Road Repair/Transportation Improvement Continuation Measure

Without raising tax rates, shall an ordinance keeping local roads in good condition; repairing potholes; improving freeways'/highways' traffic flow/safety; creating local jobs; keeping students/seniors/veterans/the disabled bus fares low; upgrading structurally declining bridges/overpasses; adding streetlights/sidewalks where needed; be adopted, continuing the voter-approved transportation ½¢ sales tax, providing approximately \$240,000,000 annually until ended by voters, requiring audits, public spending disclosure, local control?

San Bernardino County Road Repair/Transportation Improvement Measure

Shall an ordinance keeping local roads in good condition; repairing potholes; improving freeways'/highways' traffic flow/safety; reducing traffic congestion; creating local jobs; keeping students/seniors/veterans/the disabled bus fares low; upgrading structurally declining bridges/overpasses; synchronizing traffic signals; adding streetlights/sidewalks where needed; be adopted, by levying a ½¢ sales tax, providing approximately \$240,000,000 annually until ended by voters, requiring audits, public spending disclosure, funds controlled locally?

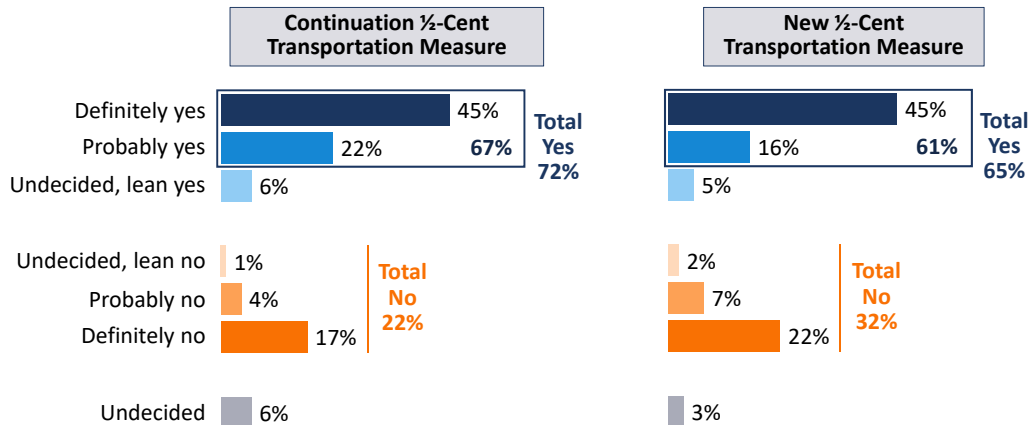
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Q. Based on this description, do you think you would vote yes in favor of this measure or no to oppose it?

6

Slightly more than 7-in-10 initially support a continuation of the ½-cent transportation sales tax, with slightly less than two-thirds initially supporting a new ½-cent transportation sales tax.

(Margin of Error for Each Measure=±4.0%)



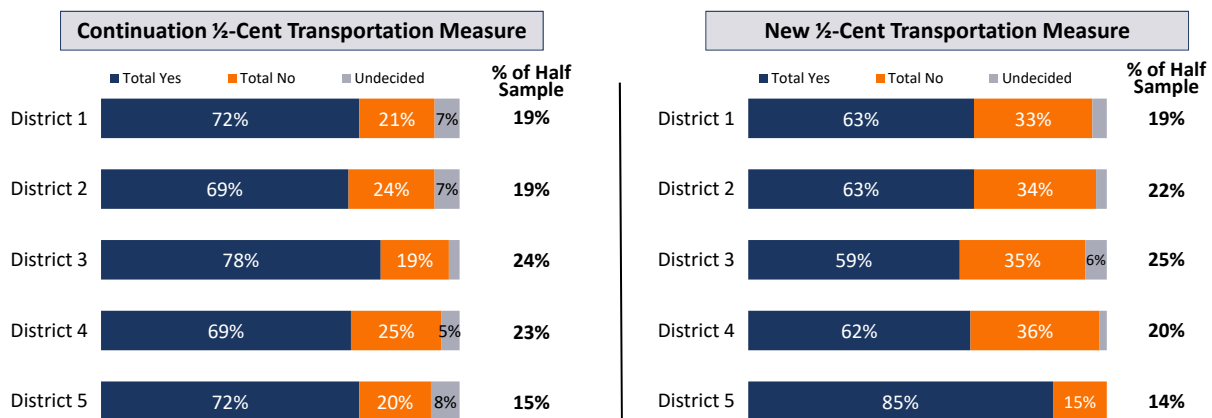
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RESEARCH

Q. Based on this description, do you think you would vote yes in favor of this measure or no to oppose it? Split Sample

7

At least two-thirds across all Supervisorial Districts support the Continuation Measure; with only voters in Supervisorial District 5 supporting the New Measure at two-thirds.

Initial Vote by Transportation Measure by Supervisorial District



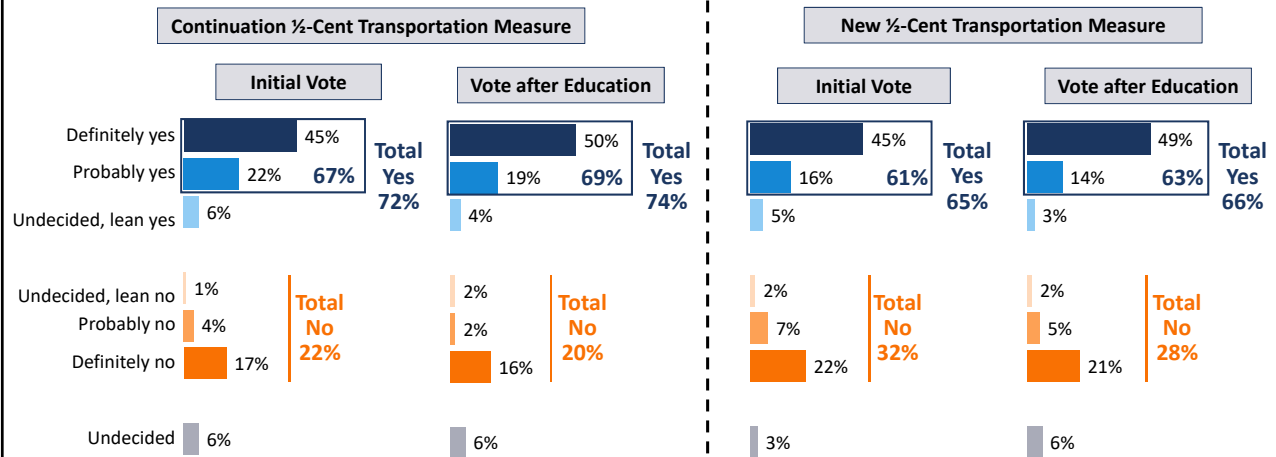
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RESEARCH

Q. Based on this description, do you think you would vote yes in favor of this measure or no to oppose it? Split Sample

8

Continuation ½-Cent Transportation Measure vs. New ½-Cent Transportation Measure

(Margin of Error for Each Measure=±4.0%)



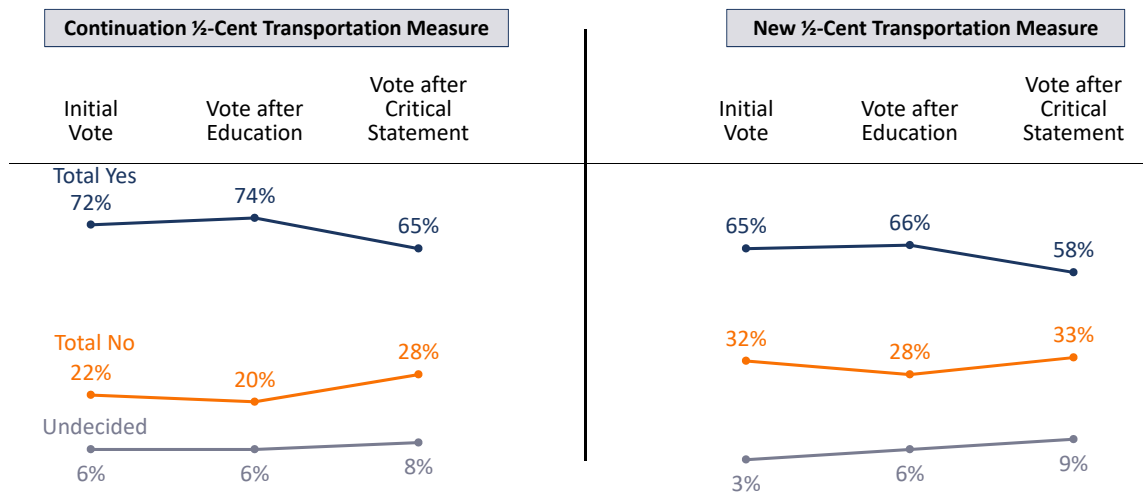
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RESEARCH

Q. Based on this description, do you think you would vote yes in favor of this measure or no to oppose it? Split Sample

9

Vote Progression: Continuation ½-Cent Transportation Measure vs. New ½-Cent Transportation Measure

(Margin of Error for Each Measure=±4.0%)



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RESEARCH

Q. Based on this description, do you think you would vote yes in favor of this measure or no to oppose it? Split Sample

10



Richard Bernard, Ph.D.

Bernard@FM3research.com
310-428-1809

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X	X	X								
Jesse Armendarez Board of Supervisors				X								
Dawn Rowe Board of Supervisors		X		X								
Curt Hagman Board of Supervisors	X	X	X									
Joe Baca, Jr. Board of Supervisors	X	X	X	X								
Daniel Ramos City of Adelanto		X	X	X								
Art Bishop Town of Apple Valley	X	X	X	X								
Tim Silva City of Barstow	X	X	X	X								
Rick Herrick City of Big Bear Lake	X	X	*	X								
Eunice Ulloa City of Chino	X	X	X	X								
Ray Marquez City of Chino Hills	X	X	X	X								
Frank Navarro City of Colton	X	X	X	X								
Acquanetta Warren City of Fontana	X	X	X	X								
Bill Hussey City of Grand Terrace	X	X	*	X								
Josh Pullen City of Hesperia		X	X	X								
Larry McCallon City of Highland	X	X	X									

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Ron Dailey City of Loma Linda	X	X	X	X								
John Dutrey City of Montclair	X	X	X	X								
Janet Jernigan City of Needles	X	X	X	X								
Alan Wapner City of Ontario		X	X	X								
L. Dennis Michael City of Rancho Cucamonga	*	X	X	X								
Paul Barich City of Redlands	*											
Mario Saucedo City of Redlands		X	*	X								
Joe Baca City of Rialto	*	X	X	X								
Helen Tran City of San Bernardino	X	X	X	*								
Daniel L. Mintz City of Twentynine Palms		X	X	X								
Rudy Zuniga City of Upland	X	X	*	X								
Debra Jones City of Victorville	X	X	X	X								
Judy Woolsey City of Yucaipa	X	X	X	X								
Rick Denison Town of Yucca Valley	X	X	X	X								
Catalino Pining Ex-Official Member	X		X	Joe Solis								

Communication: Attendance (Additional Information)

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

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

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

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

AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, March 20, 2025. The following is a summary of the meeting.

Contract Modification Requests

The MSRC considered one contract modification request and took the following action:

1. City of Long Beach, Contract #ML18055 to install EV charging stations, approval of reduction in scope from 74 to 63 stations, reduction in value from \$622,220 to \$529,728, and one-year term extension with condition that this be the final extension.

Carl Moyer Program Partnerships Update

In January 2024, the MSRC awarded conditional funding to the Southern California Gas Company, Penske Truck Leasing, and Pilot Travel Center to partner in seeking funding under the Carl Moyer Program. The MSRC received an update on the Carl Moyer Program results and de-obligated \$273,130 that had been awarded to Penske Truck Leasing Co. for their Anaheim project location, which did not receive a Carl Moyer Program award and is not on a Carl Moyer Program backup list. The MSRC will reassess their remaining allocations for Carl Moyer backup list projects in six months.

Proposer Name	Final Score	Final Rank
Exemplifi, LLC	96	1
Geographics	91.67	2
Gravity Works	77	3
AKA Comp Solutions	72	4
Aleph0 Capital, LLC	67.33	5*
Best Service Pros	67.33	5*
Consultadd	67	7
Digital Factory 24	64	8

*Tied

The MSRC awarded a contract in an amount not to exceed \$20,200 to Exemplifi, LLC for website hosting, maintenance and minor modification services for a two-year period, as part of the FYs 2024-27 Work Program. The contract will also include provisions for an additional two-year option for continued hosting and maintenance. Funding to exercise the option will be considered by the MSRC and South Coast AQMD Board separately at the appropriate time.

Transportation Demand Management (TDM) – County Transportation Commission (CTC) Partnership Program

The MSRC approved the release of an Invitation to Negotiate for the TDM – CTC Partnership Program. The four CTCs within South Coast AQMD jurisdiction – Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission (RCTC), and San Bernardino County Transportation Authority (SBCTA) - have historically taken the lead in implementing TDM strategies. The purpose of the TDM – CTC Partnership Program is to provide a flexible funding opportunity to implement innovative projects that have a high potential to reduce significant numbers of automobile trips and vehicle miles traveled. In addition, projects that stimulate the use of lower-emitting technologies, especially those coupled with traditional TDM strategies, are sought. While each CTC would have the opportunity to identify priority programs proposed for MSRC co-funding, CTCs are encouraged to assess and consider partnering with MSRC on projects that either prepare for, or directly implement, TDM and air pollution reduction strategies supportive of upcoming major events that do not occur in the region on an annual basis, including but not limited to the 2026 FIFA World Cup, 2027 Super Bowl and 2028 Los Angeles Olympics and Paralympic Games.

Under the Invitation to Negotiate, each of the four CTCs would be eligible to propose one or more projects up to a maximum of \$4,000,000, for a total not to exceed a targeted funding amount of \$16,000,000. Proposals may be submitted from April 4 through August 1, 2025. Should RCTC need additional time, the MSRC reserves the right to extend the proposal acceptance period at their discretion. Any funding awards would be considered by the MSRC and brought forward for South Coast AQMD Board approval as part of the MSRC's FYs 2024-27 Work Program.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2011-12 to the present.

COMMITTEE MEMBERSHIP

**San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	F. Navarro H. Tran A. Warren J. Dutrey R. Marquez R. Denison D. Ramos C. Hagman	H. Tran A. Warren	R. Denison D. Ramos	F. Navarro J. Dutrey R. Marquez C. Hagman
† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
†† Community of Concern Appointee				G. Reyes
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Bill Hussey Judy Woolsey Joe Baca	Carmen Hernandez Art Bishop Brian Johsz	L. Dennis Michael

Rules of Appointment

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † SBCTA Regional Council Representative serves a two-year term from the date of appointment. †† Community of Concern appointee, appointed by the County Regional Council representative for a two-year term.

Stipend Summary

SCAG Regional Council members receive a \$150 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$150 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives on SCAG Committees (Committee Membership)

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed \$200 in any month.	12/31/26
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/25 12/31/26
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Art Bishop, Apple Valley Bill Hussey, Grand Terrace	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed \$200 in any month.	12/31/26 12/31/26 12/31/25
Metro Gold Line Foothill Extension Construction Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and/or fourth Thursday of the month at 11:00 a.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/26 12/31/26
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/26 12/31/26

SBCTA/SBCOG Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
Mobile Source Air Pollution Reduction Review Committee (MSRC) Technical Advisory Committee (TAC)	Jarrold Manuel, Chino Hills	President	SBCTA is the appointing authority for a City employee from one of the 16 eligible cities, to serve as “a representative of the cities from each county within the south coast district.” On March 5, 2025 the Board delegated the process to occur at CCMTAC and appointing authority to the Board President. The term of this appointment is two-years. 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.	03/31/27
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Vacant, Primary Vacant, Alternate	Board of Directors	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River. The term of the appointment is for four years for a city representative from San Bernardino County. Officers leaving elected office after appointment are still eligible to serve. The OWOW meets on the 4 th Thursday of every quarter at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed \$200 in any month.	12/31/28
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. On December 12, 2024 the Transit Committee approved four-year terms going forward. Members receive payment of \$100 per day from SCRRA for participation.	12/31/25 12/31/26 12/31/26 12/31/25
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SBCTA has not authorized payment of stipend for participation.	12/31/26
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	L. Dennis Michael, Rancho Cucamonga	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/26

Communication: Appointments to External Agencies (Committee Membership)

Communication: Committee Membership (Committee Membership)

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San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Debra Jones, Victorville (Chair) Art Bishop, Apple Valley (Vice Chair) Daniel Ramos, Adelanto Timothy Silva, Barstow Rick Herrick, Big Bear Lake Josh Pullen, Hesperia Janet Jernigan, Needles Daniel Mintz, Sr., Twentynine Palms Rick Denison, Yucca Valley Paul Cook, Supervisor Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. (Brown Act)	Ray Marquez, Chino Hills (President) Rick Denison, Yucca Valley (Vice President) Dawn Rowe, Supervisor (Past President) Larry McCallon, Highland Paul Cook, Supervisor Art Bishop, Apple Valley	Indeterminate Indeterminate Indeterminate 12/31/2026 12/31/2026 12/31/2026

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Helen Tran, San Bernardino (Chair) Jesse Armendarez, Supervisor (Vice Chair)	6/30/2025 6/30/2025

Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>5 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively.</p> <p>5 At Large Members representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5310 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10) Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership –</p> <p>Morongo Basin Transit Authority</p> <p>Mountain Transit</p> <p>City of Needles Transit Services</p> <p>Omnitrans</p> <p>Victor Valley Transit Authority</p> <p>County of San Bernardino Dept. of Public Works</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services</p> <p>Foothill Aids</p> <p>Anthesis</p> <p>Reach Out Morongo Basin</p> <p>Loma Linda University Health</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>5/31/2027</p> <p>9/30/2026</p> <p>9/30/2026</p> <p>4/30/2028</p> <p>8/31/2027</p>

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Communication: Committee Membership (Committee Membership)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A) <i>Vacant</i> (B) Alex Artiaga (C) Chad Logan (D) Patrick Morris (E) Ray Marquez, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>10/31/2028</p> <p>06/30/2028</p> <p>06/30/2028</p> <p>03/01/2029</p>

SBCTA Ad Hoc Committees

The Brown Act does not apply to ad hoc or temporary advisory committees composed of less than a majority of the Board or a standing policy committee. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters for a set time frame subject to the concurrence of the Board of Directors, and shall make appointments to the ad hoc committees. When the subject matter of the ad hoc committee is of relevance to the geographical region of the County as a whole, geographical representation should be considered and if there is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Council of Governments Ad Hoc Committee</p> <p>On May 1, 2024, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To provide guidance on the reviewing and updating the Bylaws and policies relating to SBCOG. At the November 6, 2024 Board meeting, staff was directed to work with the SBCOG Ad Hoc to complete the equity framework. This ad hoc has a term ending June 30, 2025.</p>	<p>Daniel Ramos, Adelanto Rick Herrick, Big Bear Lake Larry McCallon, Highland John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Rick Denison, Yucca Valley Joe Baca Jr., Supervisor</p>

Housing Trust Ad Hoc Committee On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending December 31, 2023. On December 6, 2023, the Board approved a 6-month extension, for a new term ending June 30, 2024. On February 7, 2024, the Board approved a 6-month extension, for a new term ending December 31, 2024. On November 6, 2024, the Board approved an extension for a new term ending December 31, 2025.	To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2025.	Daniel Ramos, Adelanto Eunice Ulloa, Chino John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley Curt Hagman, Supervisor
Selection of Executive Director Ad Hoc Committee On January 8, 2025 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending June 30, 2025.	The Ad Hoc Committee for selection of the Executive Director will consider how to proceed and make recommendations to the Board.	Ray Marquez, Chino Hills Frank Navarro, Colton Alan Wapner, Ontario Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor Curt Hagman, Supervisor

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets bimonthly on the first Thursday of the month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).

Project Development Teams	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	Varies with the PDT.
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MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019