AGENDA
Board of Directors Meeting
June 4, 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
June 4, 2025

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

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
   Pursuant to Government Code Section 54956.9(d)(1) -- 10 cases
   a. SBCTA--*Pulice Construction, Inc. v. SBCTA, et al.*
      OAH Case No. A-0007-2021
   b. SBCTA--*SBCTA v. The Lane-Security Paving Joint Venture*
      San Bernardino Superior Court Case No. CIVSB2305070
   c. SBCTA—*SBCTA v. The Lane-Security Paving Joint Venture*
      San Bernardino Superior Court Case No. CIVSB2509373
   d. SBCTA--*Southwest Jet Fuel Co. v. California Department of Tax and Fee Administration*
      Fresno Superior Court Case No. 22CECG01224; Fifth Dist. Court of Appeal Case No. F087656
   e. SBCTA--*Family Fun Center, Upland, LLC v. Security Paving Company, Inc., Lane Construction Corp., SBCTA, et al.*
      San Bernardino Superior Court Case No. CIVSB2326404
   f. SBCTA--*Rafael Ramirez v. City of Hesperia, County of San Bernardino, SBCTA, et al.*
      San Bernardino Superior Court Case No. CIVSB2332401
   g. SBCTA--*Jason Chiakowsky, Greyson Chiakowsky v. SCRRA, City of Redlands, County of San Bernardino, San Bernardino County Transit [sic] Authority et al.*
      San Bernardino Superior Court Case No. CIVSB2402748
   h. SBCTA--*Elecnor Belco Electric, Inc. v. Security Paving Company, Inc.; The Western Surety Company; SBCTA, et al.*
      San Bernardino Superior Court Case No. CIVSB2425290
   i. SBCTA—*L. Johnson Construction v. Lane-Security Paving Joint Venture et al.*
      San Bernardino Superior Court Case No. CIVSB2503009
   j. SBCOG—*In re Renovate America, Inc.*
      United States Bankruptcy Court for the District of Delaware Case No. 20-13172

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 Pg. 22
iv. Agenda Notices/Modifications

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. 23

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. March 2025 Procurement Report Pg. 25

Receive the March 2025 Procurement Report.
Presenter: Alicia Bullock

This item was received by the General Policy Committee on May 14, 2025.

3. Measure I Revenue Pg. 32

Receive report on Measure I receipts for Measure I 2010-2040.
Presenter: Lisa Lazzar

This item was received by the General Policy Committee on May 14, 2025.

4. Budget to Actual Report for Third Quarter Ending March 31, 2025. Pg. 34

Receive and file Budget to Actual Report for the third quarter ending March 31, 2025.
Presenter: Lisa Lazzar

This item was received by the General Policy Committee on May 14, 2025.

5. **San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025 Second Quarter** Pg. 44

Receive and file the Second Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025.
Presenter: Nancy Strickert

This item was received by the Transit Committee on May 15, 2025.

6. **Transit and Rail Programs Contract Change Orders to On-Going Contracts** Pg. 69

Receive and file Change Order Report.
Presenter: Victor Lopez

This item was received by the Transit Committee on May 15, 2025.

7. **Project Delivery Contract Change Orders to On-Going Contracts** Pg. 72

Receive and file Change Order Report.
Presenter: Kristi Lynn Harris

This item was received by the Board of Directors Metro Valley Study Session on May 15, 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

8. **Investment Policy No. 20100 & Investment Portfolio Update** Pg. 78

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA), effective July 1, 2025:

A. Approve Investment Policy No. 20100, with staff recommending no **substantive** revisions.

B. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCTA's Treasurer, authority for a one-year period to invest or reinvest SBCTA funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

That the Board, acting as the San Bernardino Council of Governments (SBCOG), effective July 1, 2025:

C. Reauthorize pooling SBCOG funds with SBCTA funds, to be invested in accordance with SBCTA's Investment Policy No. 20100.

D. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCOG's Treasurer, authority for a one-year period to invest or reinvest SBCOG funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.
Presenter: Lisa Lazzar

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025. SBCTA General Counsel has reviewed this item and the policy. After the General Policy Committee meeting, staff noticed outdated language regarding effectiveness in 2019, which was removed from the policy. This revision is not substantive and does not require placement on Discussion.

9. Capital Projects and Reserves Based on Policy No. 20600 Funding Indirect Costs Pg. 102

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

A. Approve reserves for capital costs of $602,618 and for emergency purposes of $500,000 based on Policy No. 20600, Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan.

B. Review and provide direction relative to budgetary information to be included in the Indirect Fund for the Fiscal Year 2025/2026 Budget.

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

C. Approve the updated Capital Improvement Plan for the Santa Fe Depot and for the Agency's Information Technology systems. **Presenter: Lisa Lazzar**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025. SBCTA General Counsel has reviewed this item.

10. Amendment No. 1 to Agreement No. 21-1002566 - TIFIA Loan and Amendment No. 1 to Master Indenture Pg. 110

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

A. Approve Amendment No. 1 to the Transportation Infrastructure Finance and Innovation Act Loan Agreement No. 21-1002566 to extend the due date for reporting the result from the rate coverage test, and to remove the references to the Interstate 15 (I-15) Corridor Project.

B. Approve Amendment No. 1 to the Master Indenture for the Toll Revenue Bond (I-10 Corridor Contract 1 Project) to extend the due date for reporting the result from the rate coverage test, and to remove the references to the I-15 Corridor Project.
Presenter: Lisa Lazzar

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.

11. Employer Retirement Contribution Advance Payment Pg. 121

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

Authorize an advance payment of $1,200,000 to the San Bernardino County Employees' Retirement Association by July 1, 2025, for San Bernardino County Transportation Authority's estimated annual retirement contribution for Fiscal Year 2025/2026.
Presenter: Lisa Lazzar

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025.

12. Award Contract No. 25-1003257 for IT Support Services Pg. 128

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

Award Contract No. 25-1003257 to Infinity Technologies to provide Information Technology Support Services for a three-year term in an amount not-to-exceed $750,000, with one one-year option term to extend, for a total not-to-exceed amount of $950,000.
Presenter: Matt Farokhmanesh

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

13. Revise Policy No. 15000 Computer Network Disaster Recovery Plan Pg. 164

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

Approve revisions to Policy No. 15000 Computer Network Disaster Recovery Plan.
Presenter: Matt Farokhmanesh

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025. SBCTA General Counsel has reviewed this item and the revised policy.

Consent - Project Delivery

14. Amendment No. 5 to Cooperative Agreement No. 18-1001904 - Interstate 10 Mount Vernon Improvement Project City of Colton Pg. 174

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

Authorize the Executive Director, or his designee, to execute Amendment No. 5 to Cooperative Agreement No. 18-1001904, with the City of Colton, for the Interstate 10 Mount Vernon Avenue Interchange Improvement Project to **increase the Project cost by $9,158,674 taking the current total from $94,124,490 to** a new total of $103,283,164, consisting of $5,304,521 City Developer Impact Fees and $97,978,643 Measure I Funds, upon approval as to form by SBCTA General Counsel. **Presenter: Juan Lizarde**

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

15. Interstate 10 Cedar Interchange Project - Amendments to Construction Management Contract and Legal Support Contract Pg. 181

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

A. Approve Amendment No. 1 to Contract No. 20-1002342 with WSP USA, Inc., for Construction Management Services for the Interstate 10 Cedar Avenue Project, to extend the period of performance by three years through September 30, 2028.

B. Approve an exception to the Contracting and Procurement Policy No. 11000, Section IV.B.4, and extend the termination date of Contract No. 20-1002342 to September 30, 2028, three years beyond the standard five-year term set forth in the Policy.

C. Approve Amendment No. 1 to Contract No. 24-1003121 with Theodora Oringher, P.C., for additional legal support regarding the Interstate 10 Cedar Avenue Project, to increase the contract amount by $1,345,650, for a revised contract total of $1,445,650, to be funded with Measure I Valley Interchange Program and Local funds.
Presenter: Khalid Bazmi

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.

16. Progress Briefing Report through March 2025 Pg. 190

Receive the Major Projects Status Report for the period through March 2025.
Presenter: Kristi Lynn Harris

This item was received by the Board of Directors Metro Valley Study Session on May 15, 2025.

Consent - Regional/Subregional Planning

17. Carbon Reduction Program - Amendment No. 3 Priority Project List Submittal to Southern California Association of Governments Pg. 192

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

A. Approve submittal of the following modification to the priority project nomination list to the Southern California Association of Governments for Carbon Reduction Program funding:

- Reallocation of $975,000 originally awarded to the City of Montclair for the Fremont Avenue – Arrow Highway Active Transportation Improvements Project, to the City of Rancho Cucamonga's City Center Boulevard Design – Haven Avenue and Foothill Boulevard Project to help cover cost increases.
- Reallocation of $1,405,800 awarded to the City of San Bernardino for the Arrowhead Grove Electric Vehicle Charging Stations Installation Project, to the City of Highland's Highland/Redlands Regional Connector Project to help cover cost increases that allow for necessary connections to the Highland/Redlands Gap Project

B. Authorize the SBCTA Project Manager to approve reallocation of funds from the City of Redlands' share of the Highland/Redlands Regional Connector Project, to the City of Highland should a balance become available.

Presenter: Josh Lee

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025. This is an update to an item in the April 3, 2024 SBCTA Board meeting agenda on Carbon Reduction Program funding.

18. Awards for Smart Corridor Investments in the San Bernardino Valley Pg. 206

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

A. Approve an additional allocation of Measure I Valley Traffic Management System (TMS) funds in the amount of $483,526 to the San Bernardino Valley Smart Corridor program over and above the $5 million originally approved by the Board at the July 2021 Board meeting.

B. Allocate $660,400 of Valley Measure I TMS funds to the City of Colton for smart corridor improvements to Pepper Avenue and Valley Boulevard.

C. Allocate $1,000,000 of Valley Measure I TMS funds to the City of Highland for smart corridor improvements to Base Line and Greenspot Road.

D. Allocate $943,000 of Valley Measure I TMS funds to the City of Ontario for smart corridor improvements to Euclid Avenue.

E. Allocate $1,000,000 of Valley Measure I TMS funds to the City of Montclair for smart corridor improvements to Central Avenue.

F. Allocate $976,750 of Valley Measure I TMS funds to the City of Rialto for smart corridor improvements to Riverside Avenue.

G. Allocate $372,376 of Valley Measure I TMS funds to the City of San Bernardino for smart corridor improvements to Baseline Street.

H. Allocate $531,000 of Valley Measure I TMS funds to the City of Upland for smart corridor improvements to Foothill Boulevard.

I. Authorize the Executive Director, or his designee, to finalize and execute funding agreements for the projects awarded under this action, subject to approval as to form by SBCTA General Counsel.
Presenter: Ryan Graham

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2025. SBCTA General Counsel has reviewed this item.

19. 2025 Transportation Development Act Article 3 Guidelines and Call for Projects Pg. 217

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

A. Authorize SBCTA staff to release a call for projects for Bicycle and Pedestrian Facilities, as included in Attachment A, with Transportation Development Act Article 3 funding, with $5,977,000 available for award to selected projects.

B. Authorize SBCTA staff to release a call for projects for Transit Stop Access Improvements, as included in Attachment B, with Transportation Development Act Article 3 funding, with $1,494,000 available for award to selected projects.
Presenter: Nancy Strickert

The draft Bicycle and Pedestrian Facility Improvements call-for-projects was reviewed by the SBCTA Transportation Technical Advisory Committee on April 7, 2025. This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025.

Consent - Transit

20. Agreement No. 25-1003246 Federal Transit Administration Sub-Recipient Agreement with Omnitrans for SBCTA Multimodal Programs Pg. 233

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

A. Approve Agreement No. 25-1003246 with Omnitrans to define roles and responsibilities as a sub-recipient to Omnitrans for Federal Transit Administration, Section 5339 funds in the amount of $342,716, that were generated from SBCTA's Vanpool Subsidy Program and detail SBCTA's administrative expense obligations to Omnitrans.

B. Authorize the Executive Director, or his designee, to approve amendments to Agreement No. 25-1003246, that cumulatively exceed $100,000, that are consistent with future funding allocations approved by the SBCTA Board of Directors.
Presenter: Mairany Anaya

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 15, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement. Since Transit Committee approval, Omnitrans has requested minor language changes to the agreement which are outlined in the background section of this item.

21. Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow Service and Memorandum of Understanding Pg. 357

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

A. Authorize the Executive Director, or his designee, to finalize negotiations of and execute Memorandum of Understanding No. 25-1003311 with the Southern California Regional Rail Authority (SCRRA), to memorialize the roles and responsibilities of SBCTA and SCRRA during the annual budgeting process for Operations, New Capital, and State of Good Repair funds for Arrow Service, upon approval as to form by SBCTA General Counsel.

B. Approve the SCRRA Preliminary Budget Request for Fiscal Year (FY) 2025/2026 Arrow Service, with a SBCTA annual subsidy totaling $18,453,446, consisting of:

- Operating assistance in the amount of $17,529,446
- State of Good Repair assistance in the amount of $500,000
- New Capital assistance in the amount of $424,000

C. Approve Resolution No. 25-072 to support funding SBCTA's FY 2025/2026 annual subsidy in Recommendation B, totaling $18,453,446, consisting of:

- $12,924,446 of Measure I Valley Rail Funds
- $3,227,000 of Congestion Mitigation and Air Quality Improvement Program Funds
- $2,302,000 of Senate Bill 125 Transit and Intercity Rail Capital Program Funds

D. Approve funding and allocate $301,498 to support students' ride-free partnership with colleges accessible to/from Arrow Service for FY 2025/2026, using Measure I Valley Rail Funds.

Presenter: Nicole Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 15, 2025. SBCTA General Counsel has reviewed this item, the draft Memorandum of Understanding, and the draft resolution.

22. Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink Service and Memorandum of Understanding Pg. 385

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

A. Authorize the Executive Director, or his designee, to finalize negotiations of and execute Memorandum of Understanding No. 24-1003060 with the Southern California Regional Rail Authority (SCRRA), to memorialize the annual funding allocation process for Operation, New Capital, and State of Good Repair funds for Metrolink service, upon approval as to form by SBCTA General Counsel.

B. Approve the SCRRA Preliminary Budget Request for Fiscal Year (FY) 2025/2026 Metrolink service, with an annual SBCTA subsidy totaling $51,810,938 for:

- Operating assistance in the amount of $32,947,082
- State of Good Repair assistance in the amount of $16,620,624
- New Capital assistance in the amount of $2,243,232

C. Approve Resolution No. 25-073 to support funding SBCTA's FY 2025/2026 annual subsidy in Recommendation B, totaling $51,810,938, consisting of:

- $29,332,887 of Valley Local Transportation Funds
- $3,290,000 of Senate Bill 125 Transit and Intercity Rail Capital Program
- $1,870,424 of State Transit Assistance - Operator funds
- $16,993,432 of Federal Transit Administration, Section 5337 funds
- $324,195 of Senate Bill 1 State of Good Repair – Operator funds

D. Approve continuation of the San Bernardino Line Fare Subsidy Discount program for FY 2025/2026 in an amount of $150,000, using Valley Local Transportation Funds.
Presenter: Nicole Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 15, 2025. General Counsel has reviewed this item, the draft Memorandum of Understanding, and the draft Resolution.

23. Amendment to the Southern California Regional Rail Authority Fiscal Year 2024/2025 Budget for Metrolink Operations Pg. 484

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

Allocate $467,798 in Low Carbon Transit Operations Program funds to the Southern California Regional Rail Authority Budget for Fiscal Year 2024/2025 Metrolink Operations, for a total operating assistance allocation of $30,860,013.
Presenter: Nicole Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 15, 2025.

24. Zero Emission Multiple Unit Project Delivery Update Pg. 486

Receive and file an update on the Zero Emission Multiple Unit vehicle and infrastructure work.
Presenter: Joy Buenaflor

This item was received by the Transit Committee on May 15, 2025.

Consent - Council of Governments

25. Council of Governments Ad Hoc Committee Extension Pg. 488

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

Extend the expiration date for the Council of Governments Ad Hoc Committee to June 30, 2026. **Presenter: Suzanne Peterson**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025.

Consent - Transportation Programming and Fund Administration

26. Amendment No. 2 to Bartlett Avenue Widening Funding Agreement No. 23-1002977 Pg. 489

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

A. Allocate an additional $2,949,423 in Measure I Victor Valley Major Local Highway Program (MLHP) funds to the City of Adelanto for the Bartlett Avenue Widening Project.

B. Approve Amendment No. 2 to Funding Agreement No. 23-1002977 with the City of Adelanto for the Bartlett Avenue Widening, Adelanto Road to Richardson Road [originally Aster Road] Project, increasing the Measure I Victor Valley MLHP funds by $2,949,423 for a total of $4,956,923, extending the termination date through the anticipated project close-out date of December 31, 2028, and amending the limits of the project to Adelanto Road to Richardson Road.
Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on May 16, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

27. **Amendment No. 5 to North First Avenue Overhead BNSF Funding Agreement No. 15-1001119** Pg. 497

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

A. Allocate an additional $1,607,411 in Measure I North Desert Major Local Highway Program (MLHP) funds to the City of Barstow for the North First Avenue Bridge Overhead Burlington Northern Santa Fe (BNSF).

B. Approve Amendment No. 5 to Funding Agreement No. 15-1001119 with the City of Barstow for the North First Avenue Bridge Over BNSF Project, increasing the Measure I North Desert MLHP funds by $1,607,411, for a total of $2,267,411 to be reimbursed to the City of Barstow, and extending the termination date through the anticipated project close-out date of December 31, 2025. **Presenter: Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on May 16, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

28. **Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293** Pg. 506

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

A. Allocate $2,190,000 in Victor Valley Major Local Highway Program funds to the City of Adelanto for the Bellflower Street Widening Project (Phase 2).

B. Approve Funding Agreement No. 25-1003293 in the amount of $2,190,000 with the City of Adelanto for the Bellflower Street Widening Project (Phase 2).
Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on May 16, 2025. SBCTA General Counsel have reviewed this item and the draft agreement.

29. **River Road Widening Funding Agreement No. 25-1003287** Pg. 519

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

A. Allocate $60,000 in Measure I Colorado River Subarea Major Local Highway Program (MLHP) funds to the City of Needles for the River Road Widening Project.

B. Approve Funding Agreement No. 25-1003287 with the City of Needles for the River Road Widening Project in the amount of $60,000, to be fully funded with MLHP funds.
Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on May 16, 2025. SBCTA General Counsel has reviewed this item and the draft agreement.

30. **River Street Widening Funding Agreement No. 25-1003288** Pg. 530

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

A. Allocate $13,500 in Measure I Colorado River Subarea Major Local Highway Program (MLHP) funds to the City of Needles for the River Street Widening Project.

B. Approve Funding Agreement No. 25-1003288 with the City of Needles for the River Street Widening Project in the amount of $13,500, to be fully funded with MLHP funds.
Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on May 16, 2025. SBCTA General Counsel has reviewed this item and the draft agreement.

Consent - Legislative/Public Outreach

31. State Legislative Update Pg. 541

Receive and file the May 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 May 14, 2025.

32. Federal Legislative Update Pg. 595

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

- Transportation; and
- Council of Governments.

Presenter: Louis Vidaure

This item was received by the Legislative Policy Committee on May 14, 2025.

33. Report of Bill Position Pg. 601

Receive and file report of action taken by the Legislative Policy Committee on May 14, 2025.

Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on May 14, 2025. SBCTA General Counsel has reviewed this item.

34. Assembly Bill 98 Cleanup Bill Update (Assembly Bill 735 & Senate Bill 415) Pg. 606

Receive and file report of action taken by the Legislative Policy Committee on May 14, 2025, to adopt an OPPOSE position on legislation AB 735 (Carillo) and Senate Bill 415 (Reyes).

~~Receive the Legislative Update on cleanup efforts on last year's Assembly Bill (AB) 98 and provide direction as appropriate to AB 735 (Carillo) and Senate Bill 415 (Reyes).~~

Presenter: Josh Lee

This item was reviewed by the Planning and Development Technical Forum on February 26, 2025 and March 26, 2025. This item was received by the Transportation Technical Advisory Committee on April 7, 2025 and the City/County Manager's Technical Advisory Committee on March 6, 2025. On May 14, 2025, this item was reviewed by the Legislative Policy Committee, and the LPC directed staff to proceed with taking an opposed position. SBCTA General Counsel has reviewed this item.

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 - Air Quality/Traveler Services

35. **Update on the Freeway Service Patrol Program and 2024 Freeway Service Patrol Driver Recognition Awards** Pg. 615

Receive information pertaining to the Freeway Service Patrol (FSP) Program in San Bernardino County and acknowledge the 2024 FSP Driver Awards.
Presenter: Kelly Lynn

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors to acknowledge the Freeway Service Patrol (FSP) Drivers for their 2024 FSP Drivers Awards.

Discussion - Administrative Matters

36. **Election of Officers for Fiscal Year 2025/2026** Pg. 618

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

A. Receive Nominating Committee recommendations for Board President and Vice President.

B. Conduct elections for Board President and Vice President.
Presenter: Ray Marquez

This item has not received prior policy committee or technical advisory committee review. Recommendations are presented directly to the Board of Directors at the last regular Board meeting of the fiscal year, pursuant to SBCTA Administrative Code. SBCTA General Counsel has reviewed this item.

37. **SBCTA Proposed Fiscal Year 2025/2026 Budget** Pg. 620

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

A. Conduct the Public Hearing for the Fiscal Year 2025/2026 Proposed Budget; and

B. Adopt the SBCTA Fiscal Year 2025/2026 Budget; and

C. Approve the Fiscal Year 2025/2026 Budget Action Plan.

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

The proposed budget was presented for review at the Board of Directors Budget Workshop held during the Board meeting on May 7, 2025. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview.

38. Appropriations Limitation for Fiscal Year 2025/2026 Pg. 628

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

Adopt Resolution No. 25-071 establishing an appropriations limit of $1,791,431,927 for Fiscal Year 2025/2026.
Presenter: Lisa Lazzar

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its June 4, 2025, meeting, in conjunction with the adoption of the Fiscal Year 2025/2026 Budget. SBCTA General Counsel has reviewed this item and the draft resolution.

39. Executive Director Employment Contract No. 25-1003321 Pg. 633

Approve Employment Contract No. 25-1003321 with Carolyn L. Schindler to serve as San Bernardino County Transportation Authority's Executive Director effective August 9, 2025.
Presenter: Ray Marquez

The Executive Director's annual compensation was negotiated by the Board President pursuant to the May 7, 2025, Closed Session to discuss labor negotiations. SBCTA General Counsel has reviewed this item and the draft contract.

40. General Counsel Employment Agreement Amendment Pg. 640

Approve Amendment No. 4 to Employment Agreement No. 19-1002111 with General Counsel, Julianna K. Tillquist.
Presenter: Ray Marquez

The increase to General Counsel's annual compensation was reviewed and recommended for approval by the Board of Directors in Closed Session on April 2, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

41. New Position and Reclassification Pg. 643

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

A. Approve the creation of a second Deputy Executive Director position in Salary Range 38, effective June 28, 2025, to align with the start of Fiscal Year 2025/2026.

B. Approve the reclassification of the Chief of Council of Governments, Salary Range 29, to the Director of Council of Governments in Salary Range 33 effective June 28, 2025, to align with the start of Fiscal Year 2025/2026.
Presenter: Carrie Schindler

This item has not received prior policy committee or technical advisory committee review. It is being brought directly to Board to ensure the agency is staffed appropriately as the existing Deputy Executive Director transitions into the Executive Director position, and positions that become vacated due to promotions are filled as soon as possible.

42. Board Appointments Pg. 649

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

Approve the appointment of Council Member Judy Woolsey, City of Yucaipa, to serve as the primary member, and Mayor Helen Tran, City of San Bernardino, to serve as the alternate member, on the One Water One Watershed Steering Committee of the Santa Ana Watershed Project Authority, for a four-year term, expiring June 30, 2029.
Presenter: Marleana Roman

This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board for the approval of appointment under Board authority.

43. Release of Request for Proposals No. 25-1003286 for On-Call Risk Management Services Pg. 651

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

Authorize the release of Request for Proposals No. 25-1003286 for On-Call Risk Management Services. **Presenter: Jenny Holliday**

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 in risk management reviews. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft Scope of Work, and draft Request for Proposals.

Discussion - Project Delivery

44. Interstate 10 Corridor Freight and Express Lanes - Contract 2: Construction and Maintenance Agreement for Kaiser Spur Overpass and Temporary Encroachment Agreement for Contract 2A Pg. 653

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

A. Authorize the Executive Director, or his designee, to execute Construction and Maintenance Agreement No. 25-1003211 between Union Pacific Railroad (UPRR), California Department of Transportation, and SBCTA for the construction and maintenance of the Interstate 10 (I-10) Corridor Freight and Express Lanes - Contract 2 Project at the Kaiser Spur Overpass in the amount of $187,500, which may be recalculated and adjusted by UPRR if SBCTA does not commence construction on the portion of the Project located on the UPRR's property within 12 months, to be funded with Measure I Valley Freeway Program funds, subject to approval as to form by SBCTA General Counsel, or her designee.

B. Authorize the Executive Director, or his designee, to execute Temporary Encroachment Agreement No. 25-1003324 between UPRR and SBCTA for the I-10 Corridor Freight and Express Lanes - Contract 2A Project for a not-to-exceed amount of $1,686,000 for the Temporary Construction Easements, and the amount of $50,000 for UPRR project management and construction management costs, which may be recalculated and adjusted by UPRR if SBCTA does not commence construction on the portion of the Project located on the UPRR's property within six months, to be funded with Measure I Valley Freeway Program funds, subject to approval as to form by SBCTA General Counsel, or her designee.
Presenter: Sal Chavez

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors to clarify the contract amount approved by the Board of Directors on January 8, 2025 for Agreement No. 25-1003211, to approve contract amount with similar language for Agreement No. 25-1003324, and because right-of-way certification is required by June 12, 2025 in order for funding to be allocated at the June California Transportation Commission meeting. SBCTA General Counsel has reviewed this item and the draft agreements.

Discussion - Regional/Subregional Planning

45. Regional Early Action Planning (REAP) 2.0 CTC Partnership Project List Amendment Pg. 752

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

Approve the following modifications to the Southern California Association of Governments for the Regional Early Action Planning (REAP) 2.0 County Transportation Commission (CTC) Partnership Program project list:

A. Deallocate $975,000 from the City of Rancho Cucamonga Haven/Foothill Complete Streets Project and allocate it to the City of Montclair Fremont Avenue/Arrow Highway Active Transportation Project.

B. Allocate $1,000,000 of REAP 2.0 CTC Partnership Program contingency funds to the City of Big Bear Lake Active Transportation Connectivity Project/Plan pending project scope and schedule determination.

Presenter: Josh Lee

This item has not received prior policy committee or technical advisory committee review. Due to the extremely tight deadline associated with the REAP 2.0 grant funding, it is being presented directly to the Board.

Discussion - Transit

46. Brightline West Project Update Pg. 755

Receive a presentation on the Brightline West passenger rail connection between Las Vegas, Nevada and the Cucamonga Metrolink Station, predominately utilizing the Interstate 15 transportation corridor.

Presenter: Ryan Aschenbrenner

This item has not received prior policy committee or technical advisory committee review. This is being brought directly to the Board to apprise all of the latest development.

Discussion - Council of Governments

47. Release of Request for Proposals No. 25-1003298 for the Regional Homelessness Strategic Plan Pg. 766

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

A. Receive a staff presentation on the Regional Homelessness Strategic Plan.

B. Approve the release of Request for Proposals No. 25-1003298 for a consultant project management team to assist with the preparation of the Regional Homelessness Strategic Plan.

Presenter: Monique Reza-Arellano

This item has not received prior policy committee or technical advisory committee review. The Regional Homelessness Strategic Plan is the highest priority project in the 5-Year SBCOG Work Plan and affects nearly every member agency in the Joint Powers Authority. For this reason, executive management has directed staff to bring this item to the full Board. SBCTA General Counsel and Procurement Manager have reviewed this item.

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance Pg. 794
Acronym List Pg. 796

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Report Pg. 799

Committee Membership

Representatives on SCAG Committees Pg. 801
Appointments to External Agencies Pg. 802
Committee Membership Pg. 804

Mission Statement

Mission Statement Pg. 809

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…

June 2025

SBCTA Meetings – Cancelled: None

SBCTA Meetings – Scheduled:			
General Policy Committee	June 11	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	June 11	Immediately following GPC	SBCTA Lobby, 1st Floor
Transit Committee	June 12	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	June 12	Immediately following TC	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	June 20	9:30 am	Mojave Desert AQMD

Other Meetings/Events:			
None			

SBCTA Offices will be CLOSED:

- **June 19th, Juneteenth**

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

Minute Action

AGENDA ITEM: 1

Date: June 4, 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
12	25-1003257	Infinity Technologies *Mohammad Ahmed*	None
15	20-1002342-01	WSP USA, Inc. *Derich Sukow*	Arellano Associates David Evans and Associates, Inc. Dynamic Engineering Services, Inc. Kleinfelder Construction Services TRC Engineers, Inc. SYRUSA Twining, Inc. ZT Consulting
	24-1003121-01	Theodora Oringher, P.C. *Brian Headman*	None
39	25-1003321	Carolyn L. Schindler	None
40	19-1002111-04	Julianna K. Tillquist	None
44	25-1003211	Union Pacific Railroad Company *Ken Tom*	Benesch
	25-1003324	Union Pacific Railroad Company *Ken Tom*	Benesch

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

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: June 4, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: June 4, 2025

Subject:
March 2025 Procurement Report

Recommendation:
Receive the March 2025 Procurement Report.

Background:
The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on April 2, 2025. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to $100,000; b) Contract Task Orders (CTO) up to $500,000 and for CTOs originally $500,000 or more, increasing the CTO amount up to $250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value or $100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and are estimated not-to-exceed $1,000,000.

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

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

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

- Two new contracts were executed.
- Two contract amendments were executed.
- Two CTOs were executed.
- One CTO amendment was executed.
- Two contingency amendments were executed.
- No purchase orders were executed.
- Two purchase order amendments were executed.
- No IFBs/RFPs were released.

Below is a summary of the actions taken by CityCom:

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

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

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

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025 or the proposed Budget for Fiscal Year 2025/2026. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:
This item was received by the General Policy Committee on May 14, 2025.

Responsible Staff:
Alicia Bullock, Procurement Manager

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Attachment A - 1
March 2025 Contract/Amendment/CTO Actions

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Cal Contract Amount*
Contract	25-1003284		Dickerson Sports	Keynote Address at the 2025 City County Conference.	$ 25,000.00	$ -	$ -	$ 25,000.00	N/A
Contract	25-1003285		Navex Global, Inc.	Third-Party Reporting Services to allow employees to report ethical concerns anonymously.	$ 9,385.45	$ -	$ -	$ 9,385.45	N/A
Contract Amendment	22-1002722	1	Associated Civil & Transportation Consulting Engineers, Inc. DBA Advanced Civil Technologies	Consent to the assignment of the contract from Associated Civil & Transportation Consulting Engineers, Inc., dba Advanced Civil Technologies to TRC Engineers, Inc. for the Interstate 10 Corridor Freight and Express Lane Project – Contract 2.	$ 57,791,176.04	$ 2,278,384.96	$ -	$ 60,069,561.00	N/A
Contract Amendment	25-1003194	1	Southcoast Acoustical Interiors, Inc.	Extend the contract and increase the not-to-exceed amount due to review of plans and revised Scope of Work for the soundproofing in the Super Chief conference room.	$ 22,125.00	$ 2,500.00		$ 24,625.00	N/A
CTO	24-1003130	20	MNS Engineers	Develop the Street Vendor Toolkit from now until June 30, 2026 with a not-to-exceed amount.	$ 248,170.00	$ -	$ -	$ -	$23,281,950.0 (available $11,856,813.8
CTO	22-1002707	14	TRC Engineers, Inc.	Provide construction scheduling and claim support for the I-10 Corridor Freight and Express Lanes Contract 1 Project.	$ 96,250.00	$ -	$ -	$ -	$5,000,000.0((available $2,708,328.11
CTO Amendment	22-1002708	CTO 1.1	WSP USA, Inc.	Increase not-to-exceed amount and time extension for preparation and obtaining approval of the Water Quality Management Plan (WQMP) and provided construction surveying and monumentation for On-Call Construction Management Services for the Metrolink Station Accessibility Improvement Phase II Project.	$ 894,507.57		$ 94,050.25	$ 988,557.82	$5,000,000.0((available $3,968,374.32

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

Attachment: March 2025 Procurement Report - PDF (11652 : March 2025 Procurement Report)

Attachment A - 2
March 2025 Contingency Released Actions

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
21-1002452 No. 3D	Comprehensive grant application development and strategy to support securing additional funding for the ONT Connector Project.	HNTB Corporation	$ 26,940,428.00	$ 1,100,000.00	$ 907,511.00	$ 512,273.00	$ 29,460,212.00
18-1001870 No. 5K	Support related to SCE 20A relocations, right-of-way acquisition consultant legal team, private property reconstruction improvements, revisions to project traffic handling plans, and encroachment permit for Installation of transit signal priority equipment within Caltrans right-of way for the West Valley Connector Project.	Parsons Transportation Group	$ 6,495,780.54	$ 6,430,040.00	$ 1,091,910.00	$ 78,164.00	$ 14,095,894.54

Attachment: March 2025 Procurement Report - PDF (11652 : March 2025 Procurement Report)

Attachment A - 3
March 2025 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
PO Amendment	4002364	3/11/2025	Wells Fargo Bank N.A.	Mentor program software.	$ 4,200.00	$ -	$ 3,600.00	$ 7,800.00
PO Amendment	4002479	3/25/2025	Wells Fargo Bank N.A.	Drinking water dispenser and delivery.	$ 2,000.00	$ -	$ 3,000.00	$ 5,000.00

Attachment: March 2025 Procurement Report - PDF (11652 : March 2025 Procurement Report)

Attachment B
March 2025 RFP's, RFQ's and IFB's

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

Attachment: March 2025 Procurement Report - PDF (11652 : March 2025 Procurement Report)

Attachment C
March 2025 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA51315	Park West Tree Care Inc.	Annual tree trimming throughout the east and front parking lots.	$ 4,425.00
PO SBCTA51314	Everest Landscape	Upgrade front planters to decomposed granite (DG) and drip system	$ 5,800.00
PO SBCTA51316	Weatherite Corp.	Annual boiler maintenance at the pump house.	$ 2,176.00
PO SBCTA51317	Incharge Energy Inc.	Install of new electric vehicle (EV) fast chargers.	$ 100,651.43
PO SBCTA51318	Echelon Chem, Inc.	Deposit on HVAC phase 2 Capital Improvement Project upgrade.	$ 28,672.20

Attachment: March 2025 Procurement Report - PDF (11652 : March 2025 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: June 4, 2025

Subject:
Measure I Revenue

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

Background:
Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of March 31, 2025, were $2,696,957,135.

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

Measure I revenue for the 2024/2025 Fiscal Year Budget was estimated at $251,900,000. Actual Measure I receipts for Fiscal Year 2024/2025 January through March are $64,292,960, in comparison to $65,142,607 received during the quarter ending March 2023/2024, with a decrease of 1.30% due to the reduction in consumer spending in the County of San Bernardino.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025 or the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the General Policy Committee on May 14, 2025.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SBCTA Measure I Receipts 2010-2040

Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						**$7,158,800**
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	**$122,761,879**
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	**$253,570,624**
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	**$391,572,794**
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	**$535,038,944**
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	**$685,657,380**
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	**$845,145,110**
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	**$1,008,277,649**
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	**$1,176,858,666**
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	**$1,357,345,167**
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	**$1,535,799,994**
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	**$1,744,874,794**
Fiscal Year 2021/22	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	**$1,997,667,772**
Fiscal Year 2022/23	64,538,748	66,271,275	66,140,449	60,936,812	257,887,284	**$2,255,555,056**
Fiscal Year 2023/24	64,368,274	62,247,797	65,142,607	60,102,892	251,861,570	**$2,507,416,626**
Fiscal Year 2024/25	63,679,854	61,567,694	64,292,960		189,540,508	**$2,696,957,135**
% Increase Over 23/24	-1.07%	-1.09%	-1.30%		-24.74%	

Attachment: MSI Receipts PDF March 25 (11631 : Measure I Revenue - 3rd Qtr 2024/2025)

Minute Action

AGENDA ITEM: 4

Date: June 4, 2025

Subject:
Budget to Actual Report for Third Quarter Ending March 31, 2025.

Recommendation:
Receive and file Budget to Actual Report for the third quarter ending March 31, 2025.

Background:
The Fiscal Year 2024/2025 Budget for new activity was adopted by the Board of Directors (Board) on June 5, 2024. Budgetary information includes the original and revised budgets and expenditures as of March 31, 2025.

The report is broken down by Fund group and provides a percentage of the budget received or expended through March 31, 2025.

The following is an explanation for significant percentage changes by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. Charges for Services include land sales in the Transit program.
3. Interest is distributed to the appropriate funds at year-end based on ending cash balances. The positive balance is partially due to reversing the prior year's negative accruals related to fair value adjustments.

B. Expenditures:

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

C. Other Financing Sources:

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

Federal Fund

A. Revenues:

1. The timing for revenue collection fluctuates as all federal grants are on a reimbursement basis.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.
2. The negative balance in Transit is due to the reversal of accruals from the prior year.

C. Other Financing Sources:

1. Operating transfers out are for the repayment of commercial paper.

Federal Transit Administration Fund

A. Revenues:

1. The timing for revenue collection fluctuates as all federal grants are on a reimbursement basis.

B. Expenditures:

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

State Fund

A. Revenues:

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

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.
2. The negative balance in Project Delivery is due to the reversal of accruals from the prior year.

Proposition 1B Fund

A. Revenues:

1. The revenue recognition for most Proposition 1B Funds is when expenditures are incurred, since the funds are received in advance.

B. Expenditures:

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

Local Transportation Fund (LTF)

A. Revenues:

1. LTF revenue has been low since July and August receipts pertain to the prior fiscal year.
2. The positive investment earnings balance is due to higher than estimated interest earned on balances held with the County Treasurer and a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund transit activities, which are on a reimbursement basis.

State Transit Assistance Fund

A. Revenues:

1. The timing for recording of revenues fluctuates based on the period of performance upon distribution from the State.
2. The positive investment earnings balance is due to higher than estimated interest earned on balances held with the County Treasurer and a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

1. Operating transfers out are negative due to a reversal of prior year accruals that represent cash transfers to the General Fund to fund administrative, planning, and transit activities, and transit projects. These transfers are on a reimbursement basis.

Senate Bill 1

A. Revenues:

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

B. Expenditures:

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

Measure I 1990-2010 Fund

A. Revenues:

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

B. Expenditures:

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

Measure I 2010-2040 Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. The negative investment earnings balance is due to a reversal of prior year's accruals.
3. Miscellaneous revenues represent a refund on a prior year's project.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.
2. Funds for the Transit, Project Delivery, and Fund Administration programs are encumbered to ensure they are available to pay for the allocations approved by the Board.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Enterprise Fund for draws on the Transportation Infrastructure Finance and Innovation Act loan, and to properly allocate funds for the West Valley Connector Project.
2. Operating transfers out represent cash transfers to the General Fund to fund the Indirect Cost Fund and to the Debt Service Fund to cover debt service expenditures.

Debt Service Fund

A. Revenues:

1. Investment earnings fluctuate with the amount of cash held by the trustee due to the timing of debt service payments.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Measure I funds to cover debt service expenditures.

Capital Projects Fund

A. Revenues:

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

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.
2. Funds for the Project Delivery program are encumbered to ensure they are available to pay for the allocations approved by the Board of Directors.

C. Other Financing Sources:

1. Commercial paper has been issued and paid back for the North First Avenue Bridge Project.
2. Operating transfers in represent cash transfers within the Capital Projects Fund to properly allocate funding for the Monte Vista Grade Separation projects. Also included is the transfer for the repayment of commercial paper from the Federal Fund for the North First Avenue Bridge project.
3. Operating transfers out represent cash transfers within the Capital Projects Fund to properly allocate funding for the Monte Vista Grade Separation projects.

Nonmajor Governmental Funds – Excluding Council of Governments

A. Revenues:

1. The timing for the collection of revenue fluctuates, as most of the state grants are on a reimbursement basis.
2. The low investment earnings balance is due to a reversal of prior year accruals.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to fund the Indirect Cost Fund and to properly allocate funds for the West Valley Connector Project.

Council of Governments Fund

A. Revenues:

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

B. Expenditures:

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

C. Other Financing Sources:

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

Enterprise Fund

A. Revenues:

1. Express Lanes Operations commenced in August 2024.

B. Expenditures:

1. Expenditures to date are low, mainly due to the delay in the start of operations.

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.

Reviewed By:
This item was received by the General Policy Committee on May 14, 2025.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Fiscal Year 2024-2025
Third Quarter Budget to Actual Report
March 31, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
GENERAL FUND							
Revenues							
Sales Tax-MSI	2,519,000	-	2,519,000	1,452,810	-	1,066,190	
Charges for Services	40,010	-	40,010	1,919,838	-	(1,879,828)	
Investment Earnings	460,000	-	460,000	17,948,028	-	(17,488,028)	
Miscellaneous	141	-	141	1,844	-	(1,703)	
Total Revenues	3,019,151	-	3,019,151	21,322,520	-	(18,303,369)	
Expenditures							
General Government	13,832,509	340,818	14,173,327	8,089,230	634,517	5,449,580	38.45%
Regional & Subregional Planning	1,553,616	(100,414)	1,453,202	513,732	50,000	889,470	61.21%
Transit	70,952,674	5,149,546	76,102,220	28,291,085	675,372	47,135,763	61.94%
Project Delivery	309,967	-	309,967	168,058	-	141,909	45.78%
Fund Administration	444,094	-	444,094	237,622	-	206,472	46.49%
Total Expenditures	87,092,860	5,389,950	92,482,810	37,299,727	1,359,889	53,823,194	58.20%
Other Financing Sources							
Transfers in	84,911,887	-	84,911,887	29,280,824	-	55,631,063	65.52%
Transfers out	(2,514,517)	(10,753)	(2,525,270)	(1,896,637)	-	(628,633)	24.89%
Total Other Financing Sources	82,397,370	(10,753)	82,386,617	27,384,187	-	55,002,430	66.76%
Revenues Over (Under) Expenditures	(1,676,339)	(5,400,703)	(7,077,042)	11,406,980	-	(17,124,133)	

Note: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund.

FEDERAL FUND							
Revenues							
Intergovernmental	131,400,865	-	131,400,865	28,728,142	-	102,672,723	
Investment Earnings	-	-	-	16,989	-	(16,989)	
Total Revenues	131,400,865	-	131,400,865	28,745,131	-	102,655,734	
Expenditures							
Regional & Subregional Planning	700,000	-	700,000	263,182	-	436,818	62.40%
Transit	2,363,732	-	2,363,732	332,373	-	2,031,359	85.94%
Project Delivery	128,337,133	(5,164,809)	123,172,324	57,558,087	-	65,614,237	53.27%
Total Expenditures	131,400,865	(5,164,809)	126,236,056	58,153,642	-	68,082,414	53.93%
Other Financing Sources							
Transfers in	-	792	792	792	-	-	0.00%
Transfers out	-	(5,165,601)	(5,165,601)	(5,165,601)	-	-	0.00%
Total Other Financing Sources	-	(5,164,809)	(5,164,809)	(5,164,809)	-	-	0.00%
Revenues Over (Under) Expenditures	-	-	-	(34,573,320)	-	34,573,320	

FEDERAL TRANSIT ADMINISTRATION FUND							
Revenues							
Intergovernmental	44,789,439	-	44,789,439	5,998,498	-	38,790,941	
Total Revenues	44,789,439	-	44,789,439	5,998,498	-	38,790,941	
Expenditures							
Transit	44,789,439	-	44,789,439	8,686,294	-	36,103,145	80.61%
Total Expenditures	44,789,439	-	44,789,439	8,686,294	-	36,103,145	80.61%
Revenues Over (Under) Expenditures	-	-	-	(2,687,796)	-	2,687,796	

Attachment: Budget to Actual 3rd Qtr 2025 (11632 : Budget to Actual Report - 3rd Qtr. 2024/25)

Fiscal Year 2024-2025
Third Quarter Budget to Actual Report
March 31, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
STATE FUND							
Revenues							
Intergovernmental	69,673,615	-	69,673,615	42,051,392	-	27,622,223	
Investment Earnings	-	-	-	114,834	-	(114,834)	
Total Revenues	69,673,615	-	69,673,615	42,166,226	-	27,507,389	
Expenditures							
General Government	9,070	-	9,070	267	-	8,803	97.06%
Regional & Subregional Planning	491,374	-	491,374	251,999	-	239,375	48.72%
Transit	35,578,278	566,510	36,144,788	13,163,591	-	22,981,197	63.58%
Project Delivery	32,591,448	559,946	33,151,394	4,345,558	-	28,805,836	86.89%
Fund Administration	1,003,077	-	1,003,077	544,773	-	458,304	45.69%
Total Expenditures	69,673,247	1,126,456	70,799,703	18,306,188	-	52,493,515	74.14%
Other Financing Sources							
Transfers in	-	559,946	559,946	559,946	-	-	0.00%
Total Other Financing Sources	-	559,946	559,946	559,946	-	-	0.00%
Revenues Over (Under) Expenditures	368	(566,510)	(1,126,088)	24,419,984	-	(24,986,126)	
PROPOSITION 1B FUND							
Revenues							
Intergovernmental	12,998	-	12,998	110,630	-	(97,632)	
Total Revenues	12,998	-	12,998	110,630	-	(97,632)	
Expenditures							
Project Delivery	12,998	1,266,463	1,279,461	377,092	-	902,369	70.53%
Total Expenditures	12,998	1,266,463	1,279,461	377,092	-	902,369	70.53%
Revenues Over (Under) Expenditures	-	(1,266,463)	(1,266,463)	(266,462)	-	(1,000,001)	
LOCAL TRANSPORTATION FUND							
Revenues							
Sales Tax-LTF	149,568,943	-	149,568,943	86,287,626	-	63,281,317	
Investment Earnings	2,000,000	-	2,000,000	8,662,340	-	(6,662,340)	
Total Revenues	151,568,943	-	151,568,943	94,949,966	-	56,618,977	
Expenditures							
Transit	120,000,000	-	120,000,000	54,734,165	108,885	65,156,950	54.30%
Total Expenditures	120,000,000	-	120,000,000	54,734,165	108,885	65,156,950	54.30%
Other Financing Sources							
Transfers out	(44,811,525)	-	(44,811,525)	(23,135,640)	-	(21,675,885)	48.37%
Total Other Financing Sources	(44,811,525)	-	(44,811,525)	(23,135,640)	-	(21,675,885)	48.37%
Revenues Over (Under) Expenditures	(13,242,582)	-	(13,242,582)	17,080,161	(108,885)	(30,213,858)	
STATE TRANSIT ASSISTANCE FUND							
Revenues							
Intergovernmental	30,482,261	-	30,482,261	16,479,042	-	14,003,219	
Investment Earnings	840,000	-	840,000	3,522,057	-	(2,682,057)	
Total Revenues	31,322,261	-	31,322,261	20,001,099	-	11,321,162	
Expenditures							
Transit	24,958,873	14,230,000	39,188,873	7,975,962	-	31,212,911	79.65%
Total Expenditures	24,958,873	14,230,000	39,188,873	7,975,962	-	31,212,911	79.65%
Other Financing Sources							
Transfers out	(31,901,792)	-	(31,901,792)	13,106	-	(31,914,898)	100.04%
Total Other Financing Sources	(31,901,792)	-	(31,901,792)	13,106	-	(31,914,898)	100.04%
Revenues Over (Under) Expenditures	(25,538,404)	(14,230,000)	(39,768,404)	12,038,243	-	(51,806,647)	

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

Attachment: Budget to Actual 3rd Qtr 2025 (11632 : Budget to Actual Report - 3rd Qtr. 2024/2025)

Fiscal Year 2024-2025
Third Quarter Budget to Actual Report
March 31, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
SENATE BILL 1 Fund							
Revenues							
Intergovernmental	91,516,246	-	91,516,246	21,233,133	-	70,283,113	
Total Revenues	91,516,246	-	91,516,246	21,233,133	-	70,283,113	
Expenditures							
Commuter and Motorist Assistance	1,431,379	-	1,431,379	373,935	-	1,057,444	73.88%
Regional & Subregional Planning Program	10,400,000	-	10,400,000	3,179,217	-	7,220,783	69.43%
Transit	37,343,567	-	37,343,567	10,304,804	-	27,038,763	72.41%
Major Project Delivery	42,341,300	-	42,341,300	11,021,120	-	31,320,180	73.97%
Total Expenditures	91,516,246	-	91,516,246	24,879,076	-	66,637,170	72.81%
Revenues Over (Under) Expenditures	-	-	-	(3,645,943)	-	3,645,943	
MEASURE I 1990-2010 FUND							
Revenues							
Investment Earnings	100,000	-	100,000	(19,644)	-	119,644	
Total Revenues	100,000	-	100,000	(19,644)	-	119,644	
Expenditures							
Project Delivery	2,003,400	(100,000)	1,903,400	112,206	-	1,791,194	94.10%
Total Expenditures	2,003,400	(100,000)	1,903,400	112,206	-	1,791,194	94.10%
MEASURE I 2010-2040 FUND							
Revenues							
Sales Tax-MSI	249,381,000	-	249,381,000	146,328,168	-	103,052,832	
Investment Earnings	15,176,000	-	15,176,000	(2,592,775)	-	17,768,775	
Miscellaneous	-	-	-	13,498,719	-	(13,498,719)	
Total Revenues	264,557,000	-	264,557,000	157,234,112	-	107,322,888	
Expenditures							
General Government	1,182,571	(9,155)	1,173,416	402,857	-	770,559	65.67%
Environment and Energy Conservation	298,449	-	298,449	6,369	-	292,080	97.87%
Commuter and Motorist Assistance	1,285,989	-	1,285,989	36,117	-	1,249,872	97.19%
Regional & Subregional Planning	1,365,852	48,122	1,413,974	523,405	-	890,569	62.98%
Transit	64,448,896	9,155,958	73,604,854	29,913,509	9,300,402	34,390,943	46.72%
Project Delivery	191,598,239	(1,582,178)	190,016,061	33,040,595	356,758	156,618,708	82.42%
Fund Administration	134,406,907	(200,000)	134,206,907	39,725,576	749,000	93,732,331	69.84%
Total Expenditures	394,586,903	7,412,747	401,999,650	103,648,428	10,406,160	287,945,062	71.63%
Other Financing Sources							
Transfers in	35,262,132	388,242	35,650,374	10,969,319	-	24,681,055	69.23%
Transfers out	(17,138,434)	(755,811)	(17,894,245)	(11,809,104)	-	(6,085,141)	34.01%
Total Other Financing Sources	18,123,698	(367,569)	17,756,129	(839,785)	-	18,595,914	104.73%
Revenues Over (Under) Expenditures	(111,906,205)	(7,780,316)	(119,686,521)	52,745,899	(10,406,160)	(162,026,260)	

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

DEBT SERVICE FUND							
Revenues							
Investment Earnings	-	-	-	154,465	-	(154,465)	
Total Revenues	-	-	-	154,465	-	(154,465)	
Expenditures							
Debt Service	12,413,850	-	12,413,850	3,335,550	-	9,078,300	73.13%
Total Expenditures	12,413,850	-	12,413,850	3,335,550	-	9,078,300	73.13%
Other Financing Sources							
Operating Transfers In	12,413,850	-	12,413,850	8,255,900	-	4,157,950	33.49%
Total Other Financing Sources	12,413,850	-	12,413,850	8,255,900	-	4,157,950	33.49%
Revenues Over (Under) Expenditures	-	-	-	5,074,815	-	(5,074,815)	

Attachment: Budget to Actual 3rd Qtr 2025 (11632 : Budget to Actual Report - 3rd Qtr. 2024/25)

Fiscal Year 2024-2025
Third Quarter Budget to Actual Report
March 31, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
CAPITAL PROJECTS FUND							
Revenues							
Intergovernmental	41,680,437	-	41,680,437	15,009,715	-	26,670,722	
Charges for Services	-	-	-	1,115,187	-	(1,115,187)	
Investment Earnings	1,065,000	-	1,065,000	(124,872)	-	1,189,872	
Miscellaneous	10,671,316	-	10,671,316	272,563	-	10,398,753	
Total Revenues	53,416,753	-	53,416,753	16,272,593	-	37,144,160	
Expenditures							
General Government	150,000	-	150,000	-	-	150,000	100.00%
Regional & Subregional Planning	6,708,337	(447,708)	6,260,629	265,130	-	5,995,499	95.77%
Transit	8,048,046	-	8,048,046	1,550,204	-	6,497,842	80.74%
Project Delivery	35,661,708	(81,951)	35,579,757	14,368,704	148,066	21,062,987	59.20%
Fund Administration	2,034,700	-	2,034,700	-	-	2,034,700	100.00%
Total Expenditures	52,602,791	(529,659)	52,073,132	16,184,038	148,066	35,741,028	68.64%
Other Financing Sources							
Proceeds from commercial paper	20,000,000		20,000,000	5,000,000	-	15,000,000	75.00%
Operating Transfers in	1,000,000	5,384,509	6,384,509	5,257,879	-	1,126,630	17.65%
Operating Transfers out	(20,000,000)	(298,871)	(20,298,871)	(299,766)	-	(19,999,105)	98.52%
Total Other Financing Sources	1,000,000	5,085,638	6,085,638	9,958,113	-	(3,872,475)	-63.63%
Revenues Over (Under) Expenditures	1,813,962	5,615,297	7,429,259	10,046,668	(148,066)	(2,469,343)	
NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	19,710,125	-	19,710,125	2,832,136	-	16,877,989	
Charges for Services	12,213	-	12,213	-	-	12,213	
Investment Earnings	105,000	-	105,000	27,739	-	77,261	
Miscellaneous	14,676	-	14,676	10,767	-	3,909	
Total Revenues	19,842,014	-	19,842,014	2,870,642	-	16,971,372	
Expenditures							
General Government	116,884	-	116,884	20,031	1,000	95,853	82.01%
Commuter and Motorist Assistance	5,434,709	1,135,000	6,569,709	1,978,182	9,498	4,582,029	69.74%
Regional & Subregional Planning	700,988	750,000	1,450,988	68,060	-	1,382,928	95.31%
Transit	11,934,322	380,778	12,315,100	1,251,506	-	11,063,594	89.84%
Total Expenditures	18,186,903	2,265,778	20,452,681	3,317,779	10,498	17,124,404	83.73%
Other Financing Sources							
Transfers out	(1,085,366)	(19,222)	(1,104,588)	(833,247)	-	(271,341)	24.56%
Total Other Financing Sources	(1,085,366)	(19,222)	(1,104,588)	(833,247)	-	(271,341)	24.56%
Revenues Over (Under) Expenditures	569,745	(2,285,000)	(1,715,255)	(1,280,384)	(10,498)	(424,373)	
COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	10,564,059	-	10,564,059	245,677	-	10,318,382	
Special Assessments	991,873	-	991,873	991,873	-	-	
Investment Earnings	40,000	-	40,000	(5,539)	-	45,539	
Miscellaneous	825,993	-	825,993	39,720	-	786,273	
Total Revenues	12,421,925	-	12,421,925	1,271,731	-	11,150,194	
Expenditures							
Council of Governments	5,617,687	(130,000)	5,487,687	449,305	-	5,038,382	91.81%
Total Expenditures	5,617,687	(130,000)	5,487,687	449,305	-	5,038,382	91.81%
Other Financing Sources							
Transfers out	(781,437)	-	(781,437)	(586,078)	-	(195,359)	25.00%
Total Other Financing Sources	(781,437)	-	(781,437)	(586,078)	-	(195,359)	25.00%
Revenues Over (Under) Expenditures	6,022,801	130,000	6,152,801	236,348	-	5,916,453	

Attachment: Budget to Actual 3rd Qtr 2025 (11632 : Budget to Actual Report - 3rd Qtr. 2024/25)

Fiscal Year 2024-2025
Third Quarter Budget to Actual Report
March 31, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
ENTERPRISE FUND							
Revenues							
Express Lanes Fees And Charges	13,828,000	-	13,828,000	10,463,413	-	3,364,587	
Investment Earnings	-	-	-	14,477	-	(14,477)	
Total Revenues	13,828,000	-	13,828,000	10,477,890	-	3,350,110	
Expenditures							
Express Lanes Operation	17,906,865	1,900	17,908,765	6,348,906	85,399	11,474,460	64.07%
Total Expenditures	17,906,865	1,900	17,908,765	6,348,906	85,399	11,474,460	64.07%
Other Financing Sources							
Operating Transfers out	(15,354,798)	-	(15,354,798)	(10,611,695)	-	(4,743,103)	30.89%
Total Other Financing Sources	(15,354,798)	-	(15,354,798)	(10,611,695)	-	(4,743,103)	30.89%
Revenues Over (Under) Expenditures	(19,433,663)	(1,900)	(19,435,563)	(6,482,711)	(85,399)	(12,867,453)	

Attachment: Budget to Actual 3rd Qtr 2025 (11632 : Budget to Actual Report - 3rd Qtr. 2024/25)

Minute Action

AGENDA ITEM: 5

Date: June 4, 2025

Subject:
San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025 Second Quarter

Recommendation:
Receive and file the Second Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025.

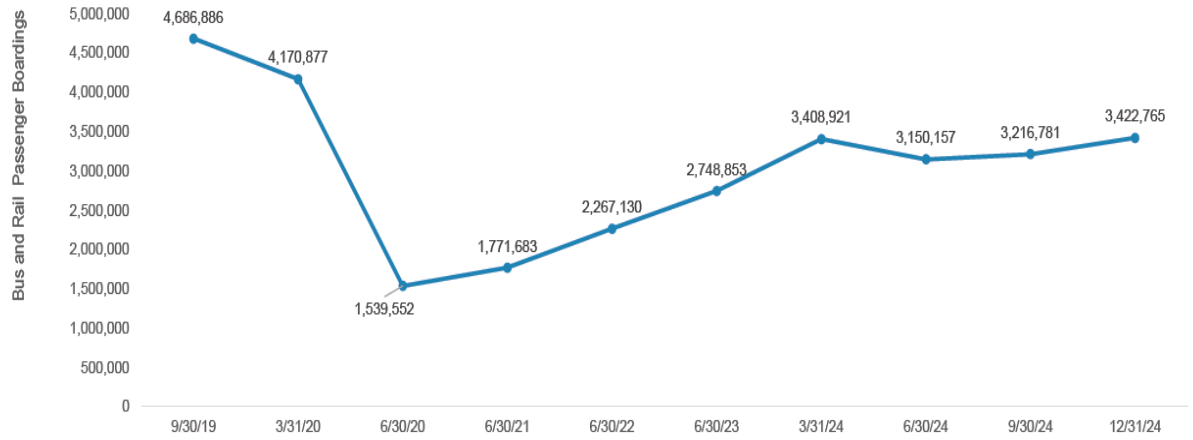
Background:
Multimodal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs that the San Bernardino County Transportation Authority (SBCTA) is currently constructing and managing, as well as its involvement with the transit operators and the Southern California Regional Rail Authority (SCRRA).

Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keeping the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff, in consultation with the transit operators, SCRRA, and AMMA Transit Planning, created the San Bernardino County Multimodal Transportation Quarterly Report (Report).

The primary source of data used in the Report is from TransTrack. TransTrack is a countywide transit performance software that the San Bernardino County transit operators, except SCRRA, use to provide operations and financial data every month. This allows SBCTA to pull data reports independently from the transit operators. The other data sources for this report came from SBCTA's rideshare program database, transit operators' staff, and their respective Board of Directors agenda reports. This allows for collaboration between SBCTA staff and the operators' staff to ensure that an accurate picture is presented. SCRRA data is collected directly from SCRRA and reviewed as part of the SCRRA Member Agency Advisory Committee activities. SBCTA is working with SCRRA on adding access to the Arrow Service data through TransTrack for consistency.

For the second quarter of Fiscal Year (FY) 2024/2025, San Bernardino County bus and rail transit operators provided approximately 3.4 million trips system-wide (as shown in Exhibit 2 on the following page). This was a 5% increase from the prior quarter.

Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Winter 2024



Among the larger operators, Omnitrans continued to show a ridership increase of 6%, and the Victor Valley Transit Authority (VVTA) saw a 1.4% increase in the first quarter. Metrolink ridership increased by 2%, more than 19,000 boardings, during the second quarter (as shown in Exhibit 3 below).

Exhibit 3, Larger Operators' Quarterly Ridership, Fall 2019 to Winter 2024

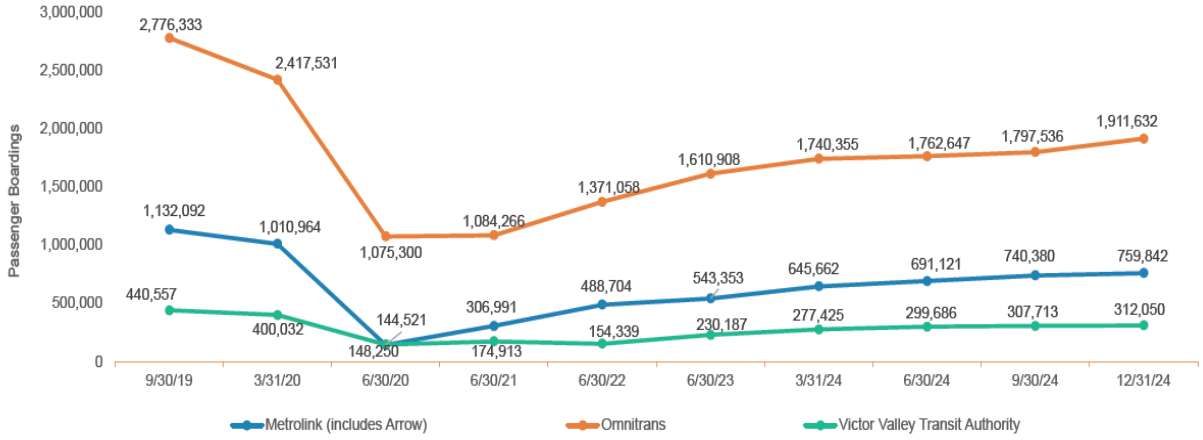
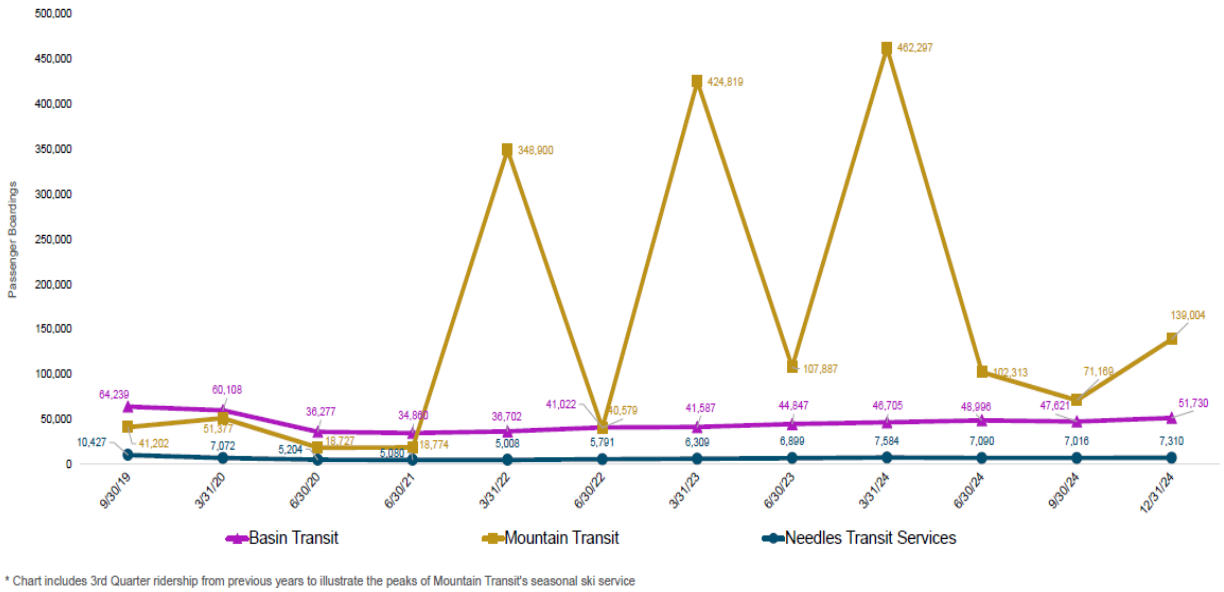


Exhibit 4 on the following page, shows Mountain Transit reported 139,000 passenger trips, an increase from the second quarter's reported trips of 71,169. Basin Transit and Needles Transit Services each show ridership growth, with Basin Transit up almost 9% or an increase of 4,000 trips, and Needles Transit Services up 4% or 300 trips the second quarter FY 24/25 over the first quarter.

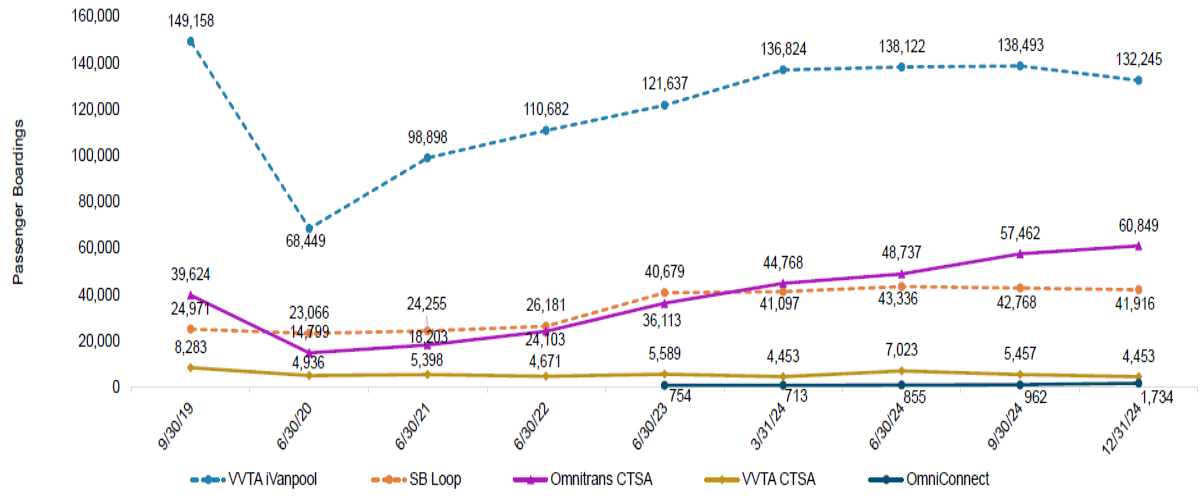
Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Winter 2024



* Chart includes 3rd Quarter ridership from previous years to illustrate the peaks of Mountain Transit's seasonal ski service

Exhibit 5 below presents the smaller public transportation services operated in San Bernardino County that include the Consolidated Transportation Services Agency (CTSA) programs of Omnitrans and VVTA, the vanpool programs of VVTA's iVanpool and SBCTA's SB Loop, as well as the first-mile, last-mile shuttle services of OmniConnect. Collectively, these smaller programs provided just over 241,000 trips this quarter, just a few thousand below the prior quarter's high mark of 245,000 passenger trips.

Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Winter 2024

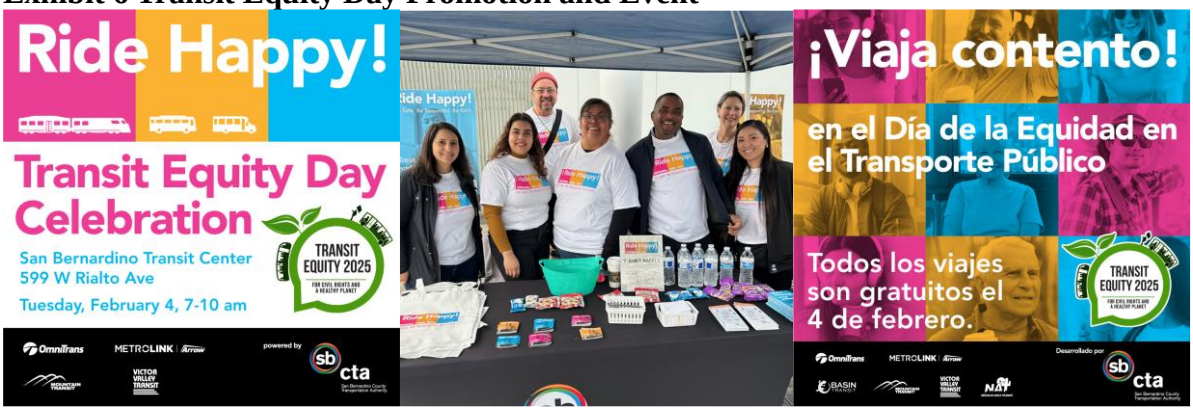


Current Initiatives Update

SBCTA continues to work with the County's transit operators in communicating to riders that transit is safe to ride and offers a means to travel throughout the region. Transit promotional campaigns continue to include free fares on special days of recognition and on other designated days of the year. Improvements to regional transit connectivity are promoted to present transit's wide-ranging mobility options to all of San Bernardino County travelers. The ongoing Ride Happy! campaign presents the rules of the road in using public transportation, inviting all to ride and feel happy and secure.

On February 4, 2025, San Bernardino County celebrated Transit Equity Day with an on-site event at the San Bernardino Transit Center, commemorating the birthday of transit-equity champion Rosa Parks and offering free fares on five regional transit providers and Metrolink. SBCTA launched this promotion with bilingual paid and unpaid social media posts on SBCTA channels to market the event and free fares. These posts have been viewed about 12,000 times. SBCTA transit operators were provided with bilingual graphics to use on their own social media and other marketing channels. Event attendees learned about the many available transit services that make up the county's regional network.

Exhibit 6 Transit Equity Day Promotion and Event



In April, SBCTA promoted Earth Day with bilingual social media promotions, which included print and digital materials, and free fares countywide. Materials were distributed to the operators for use in their vehicles and facilities, and their digital marketing channels. Promotional materials illustrated a countywide map of Earth Day events accessible by transit. SBCTA began promotions a week before Earth Day with social media posts that have so far been viewed about 8,000 times.

Exhibit 7 Earth Day Promotions

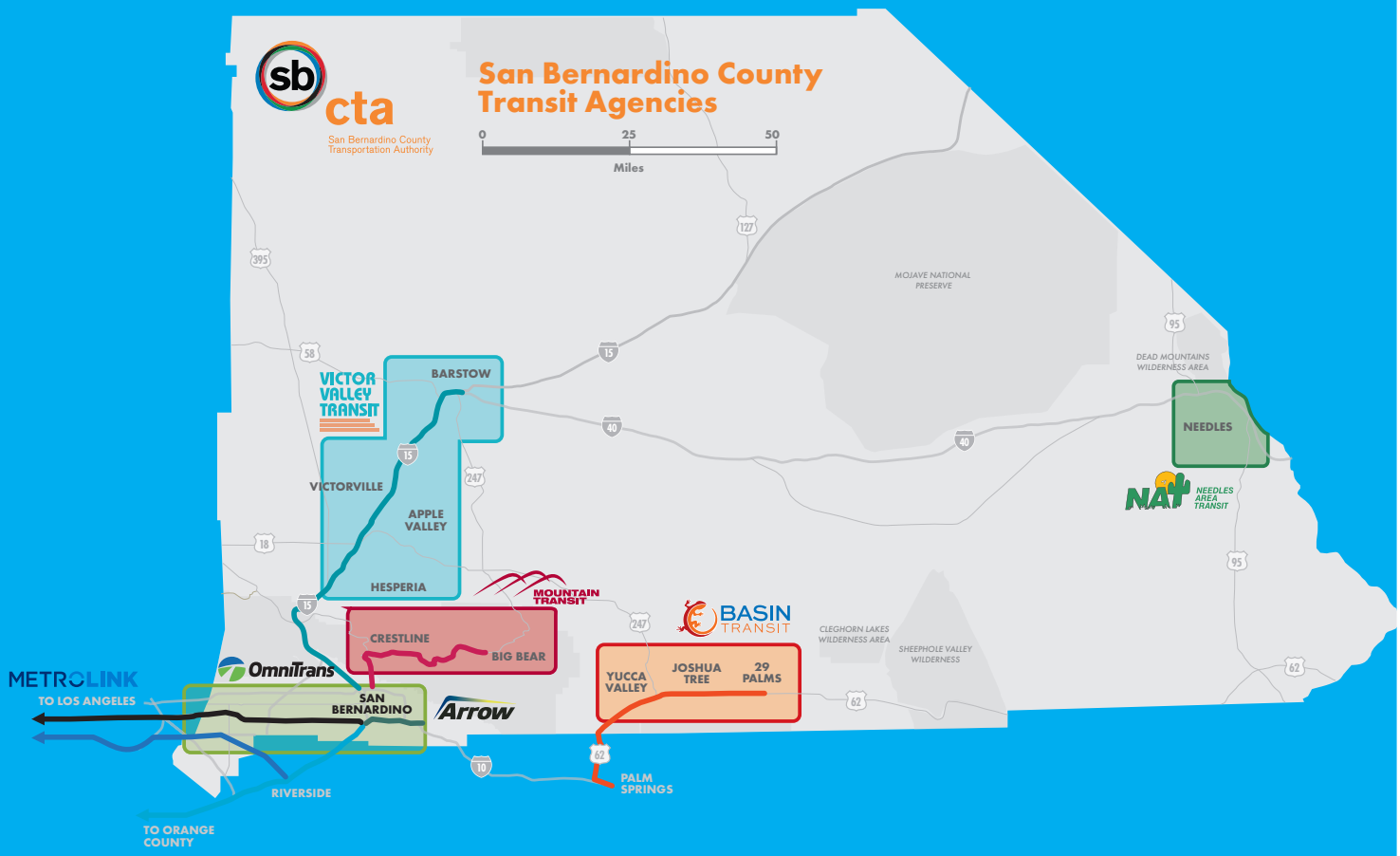
Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025 or the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Transit Committee on May 15, 2025.

Responsible Staff:
Nancy Strickert, Transit Manager

sbcta
San Bernardino County Transportation Authority

San Bernardino County Multimodal Transportation Quarterly Update



Second Quarter Fiscal Year 2024/2025

Volume 6, Number 2

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

Table of Contents

Introduction 1

Commentary 2

Current Initiatives 4

Public Transit Bus Operators 6

Omnitrans 6

OmniConnect 7

Omnitrans CTSA 8

Victor Valley Transit Authority 9

VVTA CTSA 10

VVTA iVanpool Program 11

Basin Transit 12

Mountain Transit 13

Needles Transit Services 14

Rail 15

Metrolink 15

Arrow 16

SBCTA Multimodal Programs 17

SB Loop 17

IE Commuter Rideshare 18

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

Introduction

Continued progress in rebuilding ridership is reported in this iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 6, Number 2). The County's public transportation operators report the second quarter experience of October, November and December 2024 of Fiscal Year 2024/2025 (FY 24/25). A countywide picture of more than five years of public transportation performance is presented. Also reported are current initiatives by San Bernardino County Transportation Authority (SBCTA) and by the County's operators to grow ridership and enhance community-level and regional transit. Subsequent sections report on each operator's specific year-end performance.

This report has two primary purposes in informing San Bernardino County policy makers, members of the general public and interested stakeholders:

1. To provide high-level information about specific transportation services and programs available.

2. To report on current initiatives and track trends in key performance indicators.

San Bernardino County's Public Transportation Modes and Programs

San Bernardino County is served by six public transit operators, providing rail, fixed-route bus services, microtransit and Americans with Disabilities Act (ADA) complementary paratransit services. The new Metrolink Arrow San Bernardino-Redlands train service commenced in October 2022. Its ninth quarter of service is presented in this report. The service areas of the County's five bus operators, plus Metrolink service, are depicted in Exhibit 1.

- **Metrolink** – Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura. Metrolink launched the Arrow service in October 2022, adding nine additional miles, four new stations and new Diesel Multiple Unit (DMU) trains, and connecting Downtown San Bernardino with the University of Redlands.

- **Omnitrans** – Providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles counties.

- **Victor Valley Transit Authority (VVTA)** – Providing services in the Greater Victor Valley and Barstow areas, connecting to the San Bernardino Valley.

- **Basin Transit (previously Morongo Basin Transit Authority)** – Providing services in Twentynine Palms, Yucca Valley, Joshua Tree and the Morongo Valley communities, connecting to the Coachella Valley.

- **Mountain Transit** – Providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.

- **Needles Transit Services** – Providing services within the City of Needles and limited connections into Arizona.

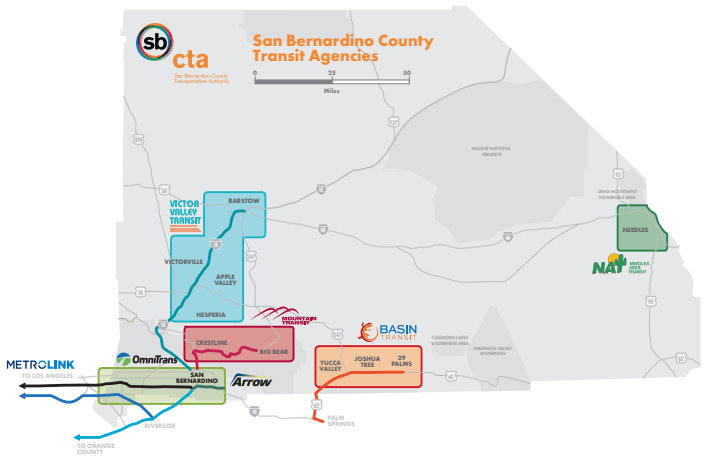
Three additional modes of transportation support San Bernardino County residents:

- **Consolidated Transportation Services Agencies (CTSAs) programs** – Specialized transportation services administered by Omnitrans and VVTA.

- **Vanpool programs** – Programs are operated by SBCTA and VVTA – SB Loop and iVanpool.

- **IE Commuter** – A rideshare program in partnership with SBCTA and the Riverside County Transportation Commission (RCTC).

Exhibit 1, San Bernardino County Public Transit Bus Operators



Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

Commentary

Ridership Growth Continues

San Bernardino County saw a return to its steady upward trend in overall ridership, increasing by 5% from the prior quarter after a slight increase in first quarter ridership. The 3.4 million passenger trips this second quarter is slightly above last winter's peak (Exhibit 2), and it is anticipated that the County will see continuing ridership growth given an array of operator activities discussed in this quarterly update.

Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Winter 2024

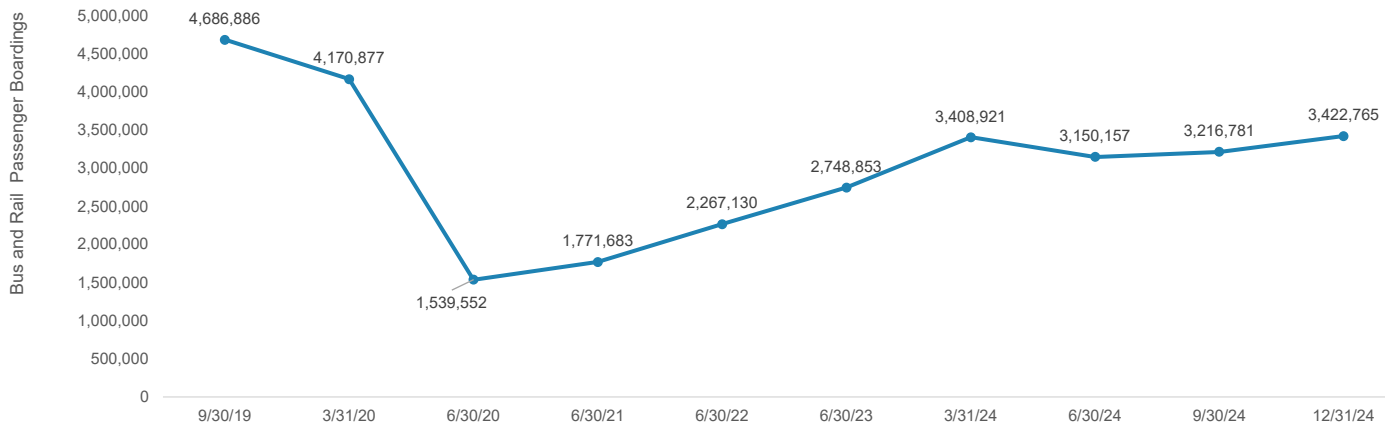
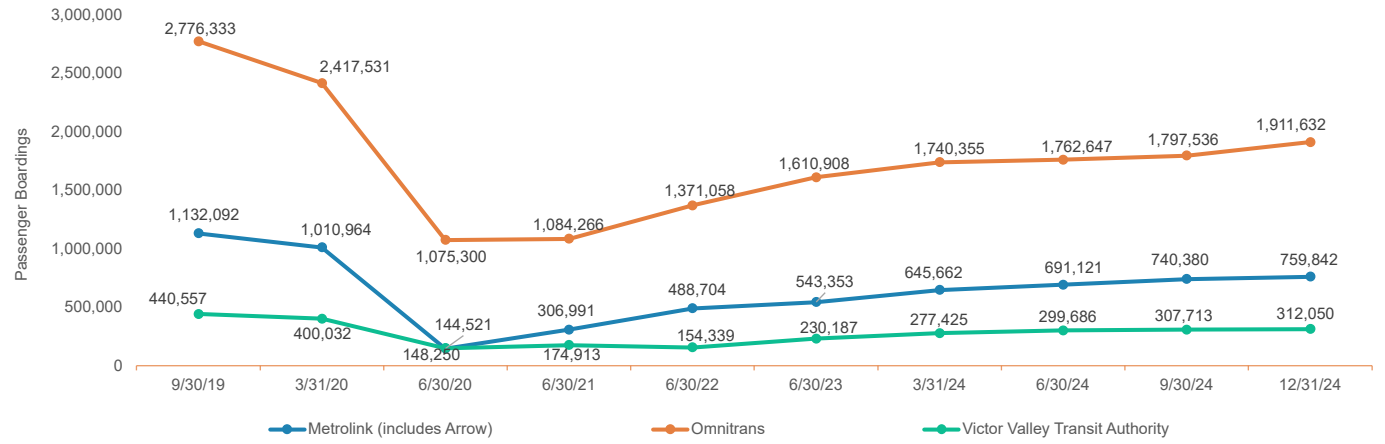


Exhibit 3 depicts continued growth of the two larger bus operators while Metrolink dipped slightly in the second quarter. Omnitrans' ridership increased a healthy 6% from the prior quarter, while VVTA's ridership grew by 1.4%. Metrolink ridership increased 2%, or more than 19,000 trips.

Exhibit 3, Larger Operators' Quarterly Ridership, Fall 2019 to Winter 2024

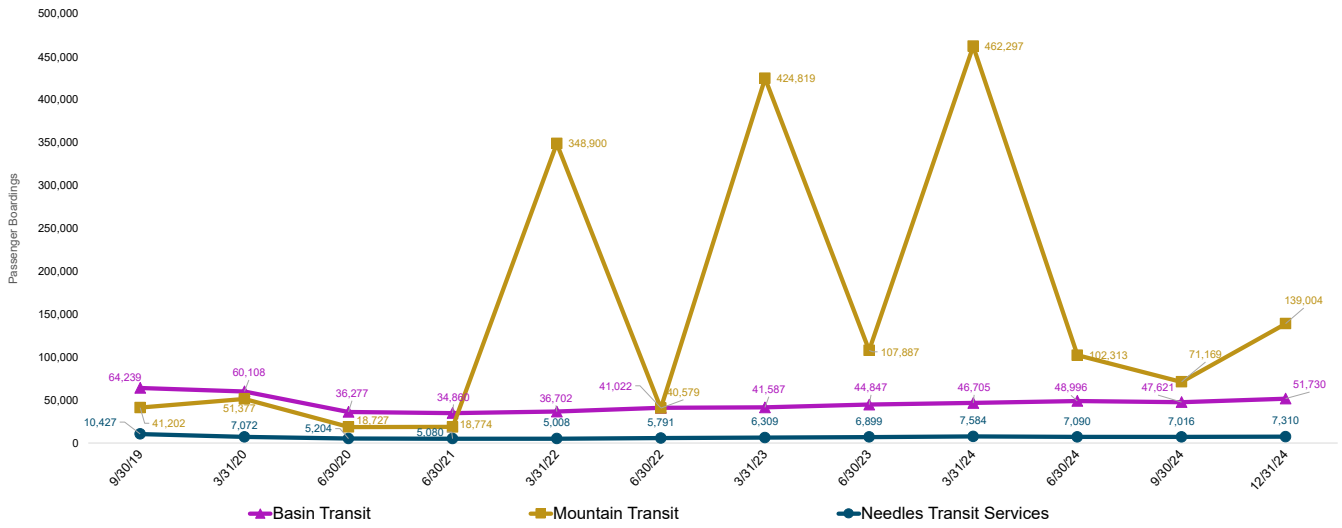


Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

Commentary

Exhibit 4 shows Mountain Transit's highs and lows through the seasonal cycles, which climb during the ski season months. Mountain Transit's 139,000 passenger trips is above its Fall low of 71,169 but below the 170,000 trips of FY 23/24 comparable second quarter period. Basin Transit and Needles Transit Services each show ridership growth, Basin up almost 9% with an increase of 4,000 trips and Needles up 4%, or 300 trips, this second quarter FY 24/25 over the first quarter.

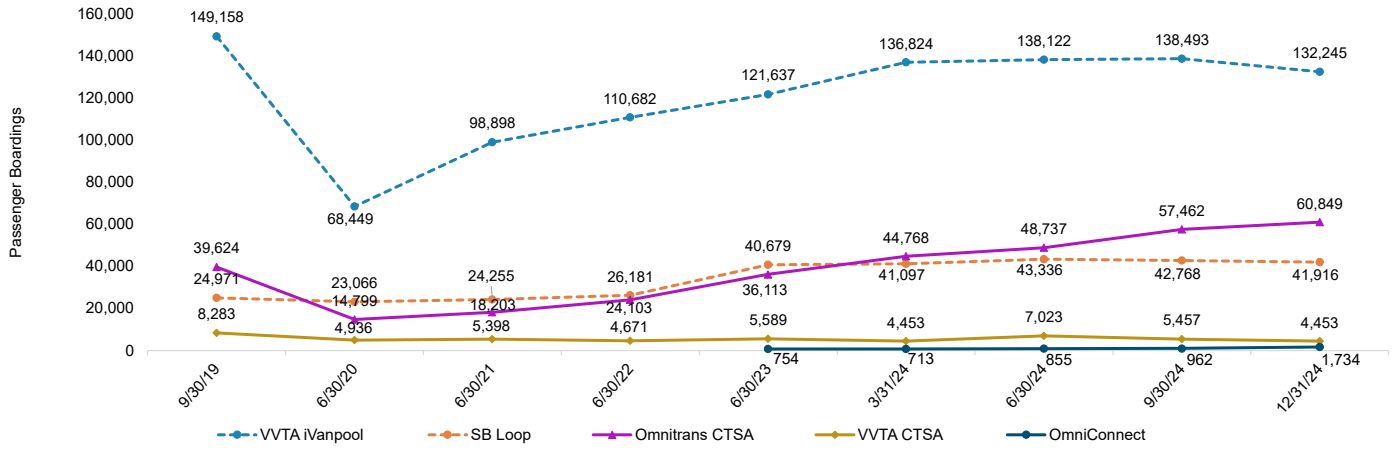
Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Winter 2024



* Chart includes 3rd Quarter ridership from previous years to illustrate the peaks of Mountain Transit's seasonal ski service

Exhibit 5 presents the smaller public transportation programs operated in San Bernardino County that include the Consolidated Transportation Services Agency (CTSA) initiatives of Omnitrans and VVTA, the vanpool programs of VVTA's iVanpool and SBCTA's SB Loop, as well as the first-mile, last-mile shuttle services of OmniConnect. Each program is reported on individually later in this document. Collectively, these smaller programs provided just over 241,000 trips this quarter, just a few thousand below the prior quarter's high mark of 245,000 passenger trips.

Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Winter 2024



Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

Current Initiatives

Efforts to Grow Ridership Countywide

SBCTA continues to work with the County's transit operators in communicating to riders that transit is safe to ride and offers a means to travel throughout the region. Transit promotional campaigns continue to include free fares on special days of recognition and on other designated days of the year. Improvements to regional transit connectivity are promoted to present transit's wide-ranging mobility options to all San Bernardino County travelers. The ongoing Ride Happy! campaign presents the rules of the road in using public transportation, inviting all to ride and feel happy and secure.

Transit Equity Day — Tuesday, February 4, 2025

On February 4th, San Bernardino County celebrated Transit Equity Day with an on-site event at the San Bernardino Transit Center, commemorating the birthday of transit-equity champion Rosa Parks and offering free fares on five regional transit providers and Metrolink. SBCTA launched this promotion with bilingual paid and unpaid social media posts on SBCTA channels to market the event and free fares (Exhibit 6). These posts have been viewed about 12,000 times. SBCTA transit operators were provided with bilingual graphics to use on their own social media and other marketing channels. Event attendees learned about the many available transit services that make up the County's regional network.

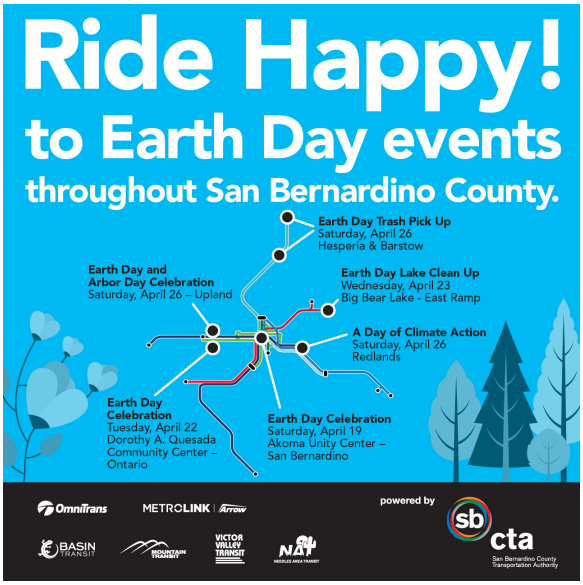
Exhibit 6, Transit Equity Day Promotions and Event

Earth Day — Tuesday, April 22, 2025

In April, SBCTA promoted Earth Day with bilingual social media promotions which included print and digital materials, and free fares countywide (Exhibit 7). Materials were distributed to the operators for use in their vehicles and facilities, and their digital marketing channels. Promotional materials illustrated a countywide map of Earth Day events accessible by transit. SBCTA began promotions a week before Earth Day with social media posts that have so far been viewed about 8,000 times.

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

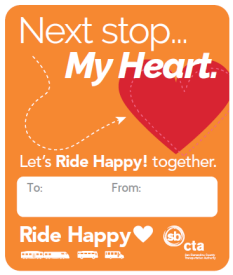
Exhibit 7, Earth Day Promotions

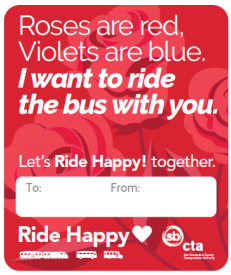


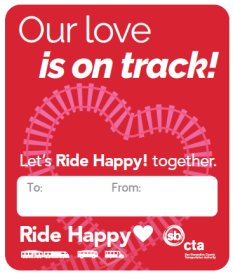
Valentine's Day and Women's History Month

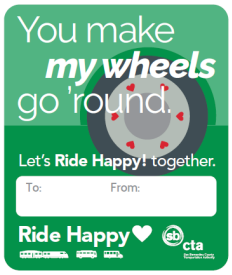
February and March promotions also included unique promotions for Valentine's Day, with productions of bilingual transit-themed Valentine's promotions that could be downloaded and printed. Social media promotions for Women's History Month, highlighting the women who lead San Bernardino County's transit operators; and Black History Month, highlighting community events accessible by transit are presented in Exhibit 8.

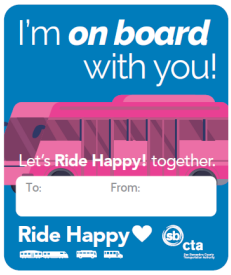
Exhibit 8, Promotions for Valentine's Day and Black History Month











Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

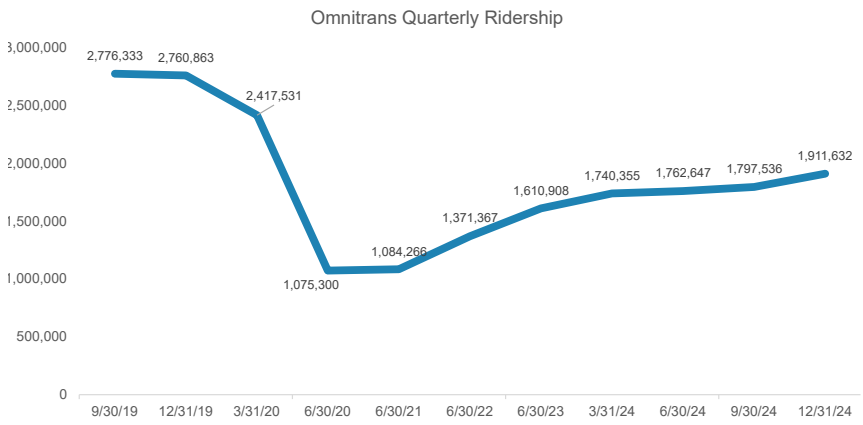
Omnitrans

Commentary and Trends

Omnitrans' fixed-route service continued ridership growth during the second quarter of FY 24/25, reaching over 1.9 million trips, an improvement of more than 115,000 trips over the first quarter.

Productivity increased from 11.5 to 12.1 passengers per hour while passenger miles — or sometimes called seat miles — increased by 6% during the second quarter.

Total operating costs increased by 11% and passenger revenue increased by 8%. The TDA farebox recovery ratio increased slightly from 23.6% to 24.6%, inclusive of passenger fares and local revenue.



Performance*

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
SYSTEM Total Passenger Trips	**1,797,536**	**1,911,632**	**6%**
Fixed-Route Trips**	1,758,187	1,873,564	7%
Demand Response Trips	39,349	38,068	-3%
SYSTEM Performance			
Revenue Hours	156,900	157,356	0%
Passengers per Rev Hour	11.5	12.1	6%
Revenue Miles	2,131,490	2,126,741	0%
Passengers per Rev Mile	0.84	0.90	7%
Passenger Miles	9,114,341	9,655,298	6%
Average Trip Length (miles)	5.07	5.05	0%
OPERATIONS Expense			
Total Operating Cost	$22,298,377	$24,700,942	11%
Passenger Revenue	$2,006,267	$2,161,727	8%
Farebox Recovery Ratio	9.0%	8.8%	-3%
Farebox Recovery (TDA Formula***)	23.6%	24.6%	4%
Cost per Revenue Mile	$10.46	$11.61	11%
Subsidy/Pass Trip – Systemwide	$12.40	$12.92	4%
Fixed-Route Cost per Trip	$10.85	$10.97	1%
Demand Response Cost per Trip	$81.98	$108.80	33%
FLEET Characteristics			
Vehicles in Peak Service	(Includes sbX)	(Includes sbX)	
Fixed-Route	***125***	***125***	
Demand Response	40	40	
Total Vehicles in Peak Service	165	165	
Battery-Operated Vehicles	4	4	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*
*** OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.*
**** The Transportation Development Act (TDA) allows local revenue to be counted as passenger revenue in calculating the farebox recovery ratio.*

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

OmniConnect Shuttle Services:

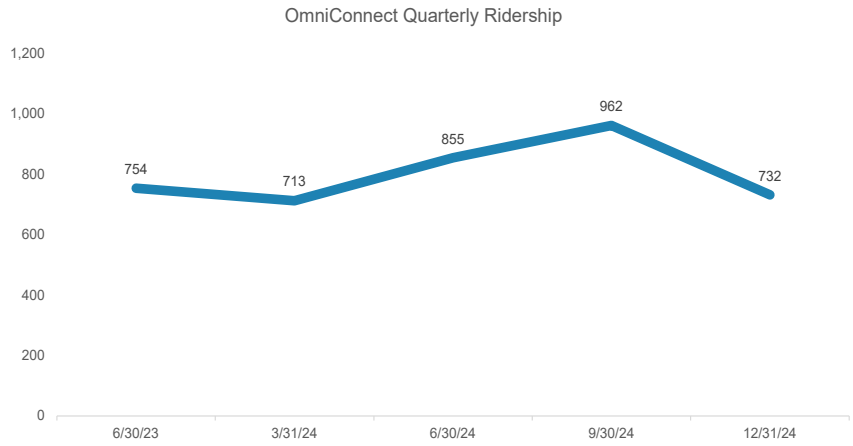
- SB Connect - Rte. 300
- ONT Connect - Rte. 380

Commentary and Trends

OmniConnect provides shuttle service between the Ontario Airport and Metrolink stations on the ONT Connect and from the San Bernardino Transit Center to Downtown San Bernardino employment locations on the SB Connect.

During the second quarter of FY 24/25, SB Connect ridership experienced a significant decrease of 56% and ONT Connect had a decrease of 13%.

Revenue hours and passengers per revenue hour saw decreases of 4% and 21%, respectively. Total operating costs dropped by 8% from the previous quarter, while passenger revenue saw a slight decrease of 2%. However, the Farebox Recovery Ratio improved to 17.5% during the second quarter, with the inclusion of local revenue to meet TDA requirements.



Performance*

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
Total Passenger Trips**	**962**	**732**	**-24%**
Route 300 SB Connect	252	112	-56%
Route 380 ONT Connect	710	620	-13%
Performance			
Revenue Hours	2,344	2,261	-4%
Passengers per Rev Hour	0.4	0.3	-21%
Revenue Miles	21,755	20,734	-5%
Passengers per Rev Mile	0.04	0.04	-20%
OPERATIONS Expense			
Total Operating Cost	$287,156	$264,370	-8%
Passenger Revenue (excluding local revenue)	$653	$1,479	126%
Passenger Revenue	$47,415	$46,246	-2%
Farebox Recovery Ratio (TDA Formula***)	16.5%	17.5%	6%
Farebox Recovery Ratio	0.2%	0.6%	146%
Subsidy per Pass Trip	**$297.82**	**$359.14**	**21%**
FLEET Characteristics			
Vehicles in Peak Service	2	2	
Service Area Square Mileage	31	31	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*
*** OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.*
**** The Transportation Development Act (TDA) allows local revenue to be counted as passenger revenue in calculating the farebox recovery ratio.*

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

Omnitrans Consolidated Transportation Services Agency (CTSA)

Commentary and Trends

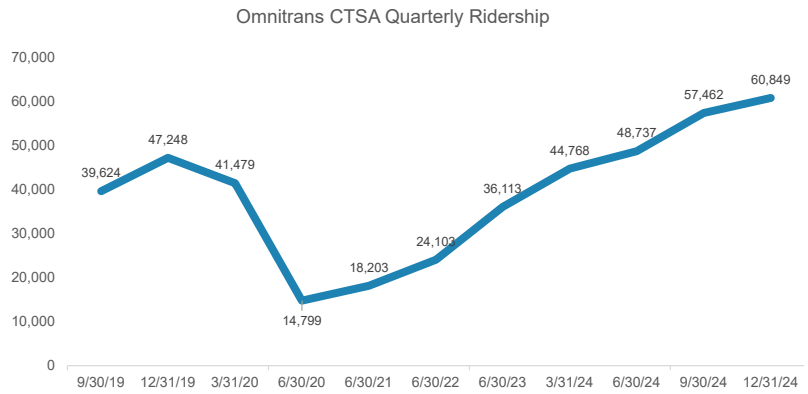
Omnitrans' CTSA programs support transportation to vulnerable populations by providing specialized transit services and through funding partnerships with human service agencies.

Total CTSA ridership increased by 6% during the second quarter of FY 24/25, marking yet another record high in the five years after the pandemic.

The Travel Training Program almost doubled its activities with an 83% increase since last quarter.

The TREP mileage reimbursement program and Uber and Taxi programs saw increases as well, with TREP gaining 13% and the Uber/Lyft program increasing ridership by 3%.

Regarding the Regional Mobility Partnership Trips, the program as a whole increased by 3%, where the Foothill AIDS Project experienced the strongest growth from 1,011 people to 1,168 (a 16% increase since last quarter).



Performance*

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
TOTAL TRIPS	**57,462**	**60,849**	**6%**
TREP Mileage Reimbursement Trips	14,440	16,360	13%
Uber and Taxi Ride Program Trips	8,071	8,300	3%
Travel Training Program*	36	66	83%
Regional Mobility Partnership (RMP) Trips	34,915	36,123	3%
Anthesis	9,297	10,449	12%
Lutheran Social Services	1,298	1,142	-12%
City of Grand Terrace	298	234	-21%
OPARC	10,116	9,710	-4%
City of Chino	2,397	2,344	-2%
Highland Senior Center	1,265	1,230	-3%
Loma Linda University Adult Day Health	1,262	1,184	-6%
City of Ontario	2,402	2,581	7%
Foothill AIDS Project	1,011	1,168	16%
VIP Inc.	5,569	6,081	9%
*City of Rialto***			

** Reporting numbers are for number of individuals trained.*
*** New Regional Mobility Partner: Contract has been executed. Partner is in the process of starting their program.*

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

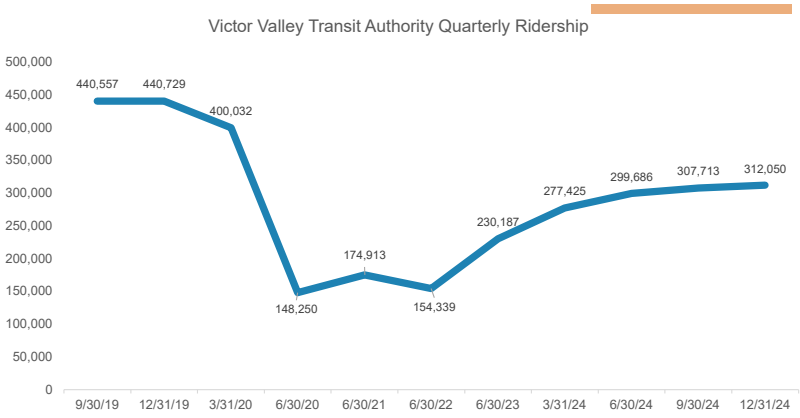
Victor Valley Transit Authority

Commentary and Trends

VVTA total ridership increased by 1% during the second quarter of FY 24/25, a period where VVTA implemented route changes on October 6, 2024, that were recommended in their Board approved Comprehensive Operational Analysis (COA).VVTA staff will continue to monitor the success and productivity of the service changes over the coming year.

Service changes included:

- Discontinued Routes 50X and 54
- Split Routes 21P/21W into two individual routes, 20 (Old 21P) and 21 (Old 21W)
- Split Route 28 into two routes, Route 27 Hinkley and Route 28 Helendale
- Expanded Barstow service hours to be the same as service hours in Hesperia
- Route 55 increased service to 30 minutes headways during weekdays



Performance*

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
SYSTEM Total Passenger Trips	**307,713**	**312,050**	**1%**
Fixed-Route Trips	265,468	271,650	2%
Commuter Bus Trips	8,632	7,298	-15%
Demand Response Trips	33,613	33,102	-2%
SYSTEM Performance [excludes vanpool revenue hours & miles]			
Revenue Hours	63,703	69,742	9%
Passengers per Rev Hour	4.8	4.5	-7%
Revenue Miles	1,011,886	1,128,554	12%
Passengers per Rev Mile	0.30	0.28	-9%
OPERATIONS Expense [excludes vanpool expense & revenue]			
Total Transit Operating Cost	$11,413,960	$12,551,851	10%
Passenger Revenue	$462,352	$482,520	4%
Farebox Recovery Ratio Systemwide	4.1%	3.8%	-5%
Cost per Revenue Mile	$11.28	$11.12	-1%
Subsidy/Pass Trip – Systemwide	$35.59	$38.68	9%
Fixed-Route Cost per Trip	$32.93	$33.14	1%
Commuter Bus Cost per Trip	$37.68	$39.03	4%
Demand Response Cost per Trip	$69.84	$98.61	41%
FLEET Characteristics			
Vehicles in Peak Service	Includes 12 Electric Vehicles	Includes 12 Electric Vehicles	
Fixed-Route	49	49	
Commuter	6	6	
Demand Response	39	36	
Total Vehicles in Peak Service	***94***	***91***	
Service Area Square Mileage	1,082	1,082	
Vehicles per Square Mile	0.07	0.07	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

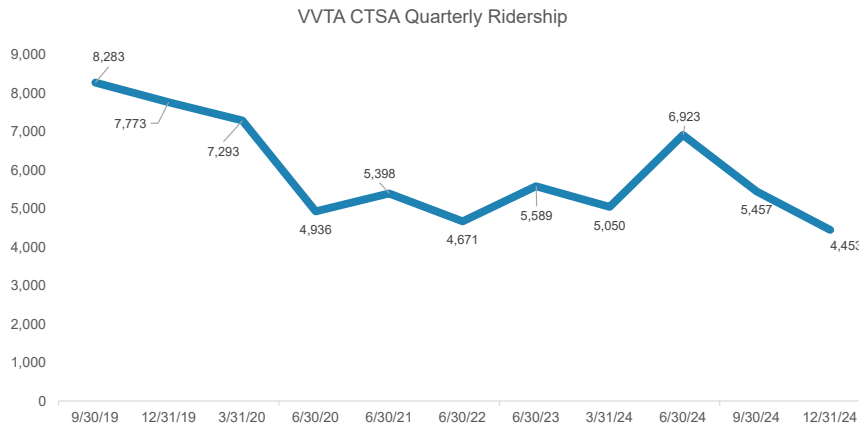
Victor Valley Transit Consolidated Transportation Services Agency (CTSA)

Commentary and Trends

VVTA's CTSA programs include a range of projects that provide specialized service for seniors and persons with disabilities.

Overall, the CTSA programs experienced a decrease (similar to last quarter) of 18% in participation. With the exception of Foothill AIDS Project, many of the nonprofit providers saw decreases in ridership. The number of TRIP miles reimbursed increased by 5% along with a 4% increase in trips recorded.

There was no one participating in the Travel Training Program during the second quarter, but VVTA staff are actively recruiting for additional trainers and travel ambassadors. The Heart's Extended transportation program was on hold during the second quarter so it reported no ridership.



Performance

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
TOTAL TRIPS	**5,457**	**4,453**	**-18%**
TRIP Program	2,969	3,099	4%
Nonprofit Providers	1,274	987	-23%
Foothill AIDS Project	213	266	25%
Abundant Living Church	482	431	-11%
Heart's Extended	94	0	-100%
Trona Community and Senior Center	434	240	-45%
Bonnie Baker Senior Center	51	50	-2%
Travel Training Program	249	0	-100%
Fare Media Scholarship Program	965	367	-62%
TOTAL MILES	**114,745**	**120,879**	**5%**
TRIP Program	114,745	120,879	5%
TOTAL HOURS	**108**	**41**	**-62%**
Transit Ambassador Program	108	41	-62%

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

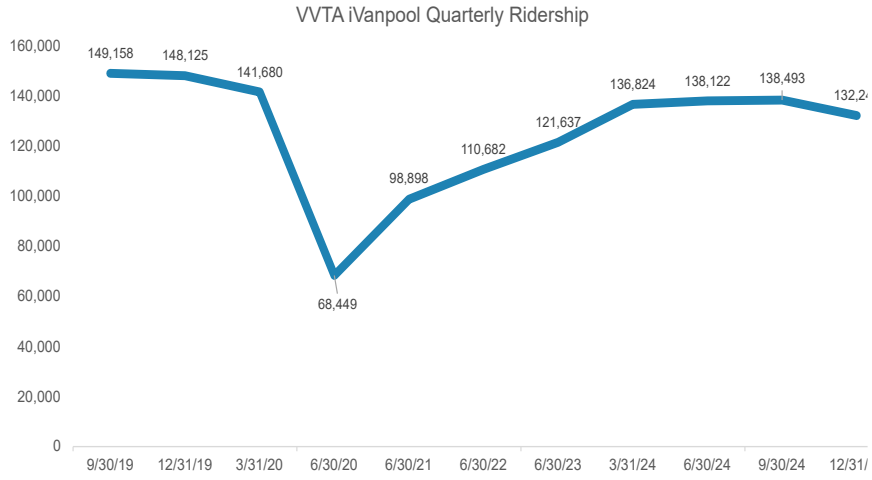
Victor Valley Transit iVanpool

Commentary and Trends

VVTA's regional vanpool program provides a subsidy to support coworker groups with the cost of leasing and maintaining a vehicle for the purpose of commuting to and from work.

The iVanpool program decreased by one van since last quarter to 210 vans. All other metrics related to the vanpool program saw slight decreases, such as revenue miles and revenue hours.

All vanpools are eligible to receive up to $600 per month in program subsidy toward the cost of a vanpool; this subsidy was increased from $400 last fiscal year.



Performance

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
Performance			
Number of Vanpools	211	210	~0%
Revenue Miles	1,436,324	1,395,406	-3%
Revenue Hours	29,927	28,654	-4%
Unlinked Passenger Trips	138,493	132,245	-5%
Passenger Miles	7,127,823	6,686,368	-6%
Subsidies Disbursed	$381,430	$378,839	-1%
Participation Fees	$309,660	$277,072	-11%

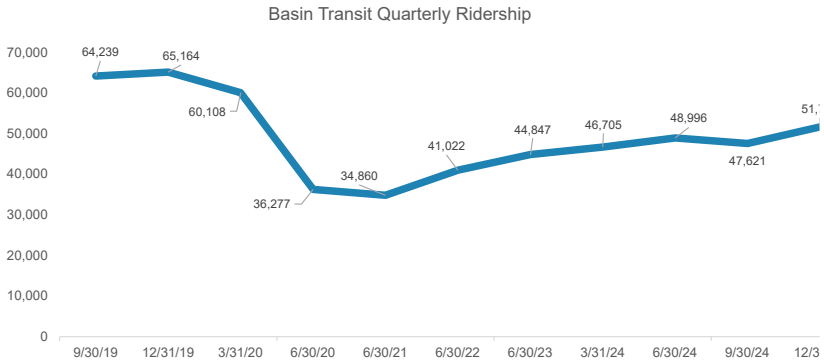
Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

Basin Transit

Commentary and Trends

Basin Transit's total ridership increased by 9% during the second quarter of FY 24/25, mostly attributable to more commuter bus trips, with an additional 429 trips (31%) taken in the second quarter. Local fixed-route ridership increased by 9%, as well as demand-response trips. The TREP Program saw significant increases in participation as well, with nearly a 50% increase in trips taken.

Revenue hours were consistent with the previous quarter and productivity (passengers per revenue hour) saw an increase of 8% (from 6.0 to 6.4 passengers per hour). Operating costs are up 21% while passenger revenue is up 36%.
These ridership and productivity gains were achieved during a period where Basin Transit installed a new Intelligent Transit System (ITS) on its vehicles to better track fare types and count passenger boardings.



Performance*

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
SYSTEM Total Passenger Trips	**47,621**	**51,730**	**9%**
Fixed-Route Trips	42,562	46,187	9%
Commuter Bus Trips	1,385	1,814	31%
Demand Response Trips	3,674	3,729	1%
SYSTEM Performance			
Revenue Hours	8,003	8,030	~0%
Passengers per Rev Hour	6.0	6.4	8%
Revenue Miles	161,466	167,768	4%
Passengers per Rev Mile	0.29	0.31	5%
OPERATIONS Expense			
Total Operating Cost	$1,142,244	$1,380,503	21%
Passenger Revenue	$91,529	$124,157	36%
Farebox Recovery Ratio Systemwide	8.0%	9.0%	12%
Cost per Revenue Mile	$7.07	$8.23	16%
Subsidy/Pass Trip – Systemwide	$22.06	$24.29	10%
Fixed-Route Cost per Trip	$19.28	$22.70	18%
Commuter Bus Cost per Trip	$77.31	$72.79	-6%
Demand Response Cost per Trip	$58.40	$53.64	-8%
TREP Mileage Reimbursement Program			
TREP Clients	129	131	2%
TREP Trips	1,166	1,734	49%
TREP Miles Reimbursed	23,851	35,573	49%
Mileage Reimbursement Cost	$9,540	$14,229	49%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route/Commuter	9	9	
Demand Response	4	4	
Total Vehicles in Peak Service	***13***	***13***	
Service Area Square Mileage	1,300	1,300	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*

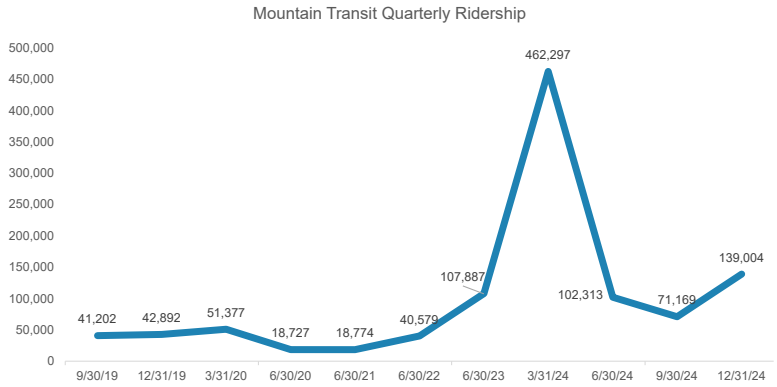
Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

Mountain Transit

Commentary and Trends

Mountain Transit's second quarter ridership increased by 95%, with most of the increase occurring on the fixed-route system during the start of seasonal service. Commuter bus trips and demand response trips saw small decreases of 6% and 15%, respectively.

Revenue hours saw a slight uptick of 3%; however, passengers per revenue hour nearly doubled, from 5.3 in the first quarter to 10.1 in the second quarter. The start of Route 9's seasonal service in the second quarter added 14 buses to Mountain Transit's fleet.



Performance*

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
SYSTEM Total Passenger Trips	**71,169**	**139,004**	**95%**
Fixed-Route Trips	65,150	133,670	105%
Commuter Bus Trips	2,427	2,281	-6%
Demand Response Trips	3,592	3,053	-15%
SYSTEM Performance			
Revenue Hours	13,325	13,733	3%
Passengers per Rev Hour	5.3	10.1	90%
Revenue Miles	211,111	205,133	-3%
Passengers per Rev Mile	0.34	0.68	101%
OPERATIONS Expense			
Total Operating Cost	$1,890,523	$1,914,148	1%
Passenger Revenue	$257,216	$211,366	-18%
Farebox Recovery Ratio Systemwide	13.6%	11.0%	-19%
Costs per Revenue Mile	$8.96	$9.33	4%
Subsidy/Pass Trip – Systemwide	$22.95	$12.25	-47%
Fixed-Route Cost per Trip	$21.91	$11.26	-49%
Commuter Bus Cost per Trip	$62.71	$59.67	-5%
Demand Response Cost per Trip	$86.57	$89.56	3%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route	11	11	
Demand Response	2	2	
Off the Mountain	2	2	
Seasonal Service	0	14	
Airport Shuttle	1	1	
Total Vehicles in Peak Service	***16***	***30***	
Service Area Square Mileage	269	269	
Vehicles per Square Mile	0.05	0.05	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

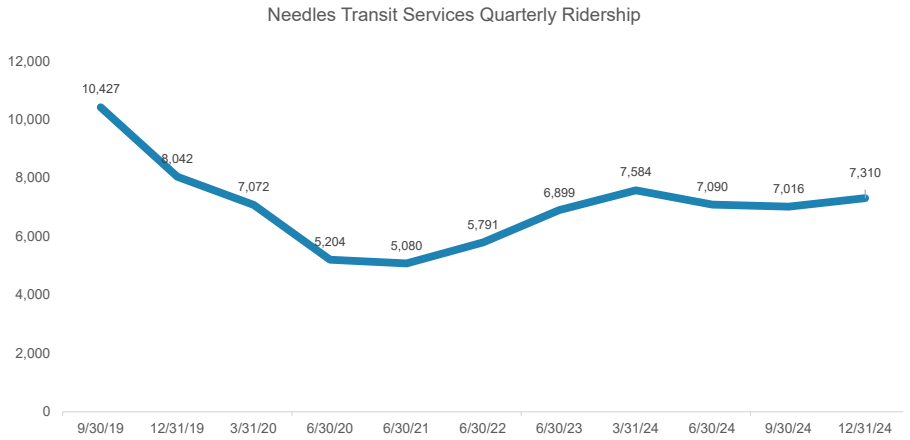
Needles Transit Services

NEEDLES AREA TRANSIT

Commentary and Trends

Needles Transit Services had an increase in ridership during the second quarter of FY 24/25 of 4%, which is the highest quarterly ridership since the third quarter of FY 23/24.

The number of passengers carried per hour also saw an increase of 11%, climbing from 5.5 in the first quarter to 6.1 in the second quarter. The farebox recovery ratio improved to almost 10%, which is the required TDA ratio for rural transit programs, attributable to lower quarterly operating costs and gains in total ridership.



Performance*

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
SYSTEM Total Passenger Trips	**7,016**	**7,310**	**4%**
Fixed-Route Trips	5,291	5,756	9%
Demand Response Trips	1,725	1,554	-10%
SYSTEM Performance			
Revenue Hours	1,281	1,198	-6%
Passengers per Rev Hour	5.5	6.1	11%
Revenue Miles	16,015	15,506	-3%
Passengers per Rev Mile	0.44	0.47	8%
OPERATIONS Expense			
Total Operating Cost	$149,563	$144,131	-4%
Passenger Revenue	$11,515	$13,911	21%
Farebox Recovery Ratio Systemwide	7.7%	9.7%	25%
Costs per Revenue Mile	$9.34	$9.30	~0%
Subsidy/Pass Trip – Systemwide	$19.68	$17.81	-9%
Fixed-Route Cost per Trip	$20.56	$20.41	-1%
Demand Response Cost per Trip	$16.97	$17.14	1%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route		1	
Demand Response		1	
Total Vehicles in Peak Service		***2***	
Service Area Square Mileage		31	
Vehicles per Square Mile		0.06	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

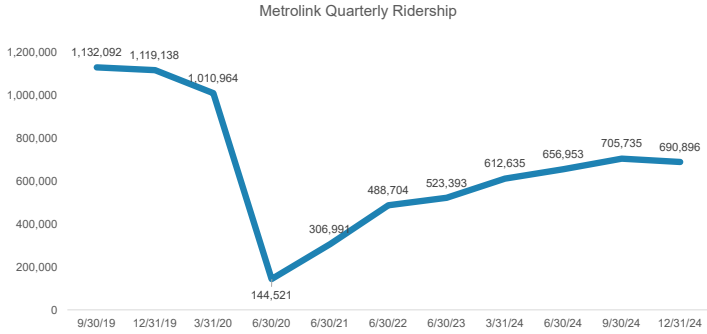
Metrolink

Commentary and Trends

Metrolink implemented new service schedules on October 21, 2024, that removed one weekday train on the San Bernardino Line (SBL) for trains traveling within San Bernardino County, while adding additional train service between the Covina Station and L.A. Union Station.

Metrolink's $10 Weekend Pass ended in August, showing a decline in boardings on the Inland Empire Orange County Line, as the summer and beach trains began to wind down.

Issues with on-time performance required additional service adjustments on the SBL in January 2025 that will be reflected in the next third quarter report.



Performance*

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
SYSTEM Passenger Boardings by Line	**705,735**	**720,896**	
TOTAL San Bernardino Line (SBL)	510,137	552,907	8%
TOTAL Inland Empire Orange County Line (IEOCL)	195,598	167,989	-14%
Boardings at San Bernardino County Stations			
San Bernardino Line	174,806	182,266	4%
IEOC Line	9,943	8,059	-19%
Riverside Line	8,162	7,740	-5%
FINANCIAL - Total San Bernardino Line w/ MOW1			
Operating Cost SB Line			
Farebox Revenue SB Line	N/A	N/A	
Farebox Recovery Ratio SB Line			
FINANCIAL - Total IEOC Line w/ MOW1			
Operating Cost IEOC Line			
Farebox Revenue IEOC Line	N/A	N/A	
Farebox Recovery Ratio IEOC Line			
PERFORMANCE MEASURES - San Bernardino Line			
Passenger Miles	18,667,308	20,160,049	8%
Average Passenger Trip Length	36.6	36.5	~0%
PERFORMANCE MEASURES - IEOC Line			
Passenger Miles	7,329,998	5,840,586	-20%
Average Passenger Trip Length	37.3	35.9	-4%
SERVICE LEVELS			
San Bernardino Line			
# of trains per weekday WB	18	17	
# of trains per weekday EB	18	17	
# of trains per Saturday WB/EB	8	8	
# of trains per Sunday WB/EB	8	8	
IEOC Line - with stops in San Bernardino County			
# of trains per weekday WB	4	4	
# of trains per weekday EB	4	4	
# of trains per weekend WB	2	2	
# of trains per weekend EB	2	2	

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

Metrolink Arrow

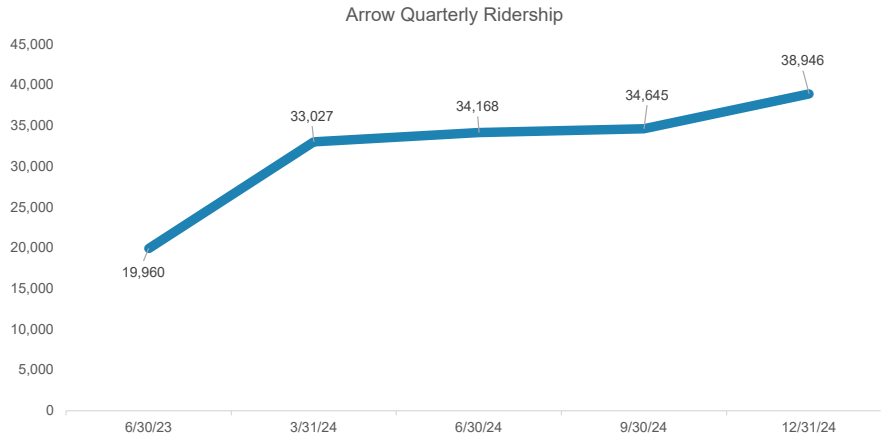
Commentary and Trends

Metrolink's Arrow service launched on October 24, 2022, adding nine miles of track and four new stations between the downtown San Bernardino Transit Center and Redlands University.

During the second quarter of FY 24/25, Arrow boardings grew again compared to the previous quarter, with an increase of 12%. Part of the service's continued success can be attributed to the Student Adventure Pass pilot program, which provides free rides for any student with valid school identification.

Annual passenger miles, the sum of the distances ridden by each passenger, increased by 13% during FY 24/25, with an average passenger trip length of 6.5 miles.

Financial information and additional performance measures will be reported here as it becomes available.



Performance

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
Passenger Boardings			
Total Passenger Boardings	34,645	38,946	12%
FINANCIAL			
Operating Cost			
Farebox Revenue	N/A	N/A	
Farebox Recovery Ratio			
PERFORMANCE MEASURES - Arrow			
Passenger Miles	223,070	252,189	13%
Average Passenger Trip Length	6.4	6.5	2%
SERVICE LEVELS			
# of trains per weekday WB	25	24	
# of trains per weekday EB	25	24	
# of trains per Saturday WB/EB	16	16	
# of trains per Sunday WB/EB	16	16	

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

SBCTA Multimodal Programs
SB Loop

San Bernardino County Transportation Authority

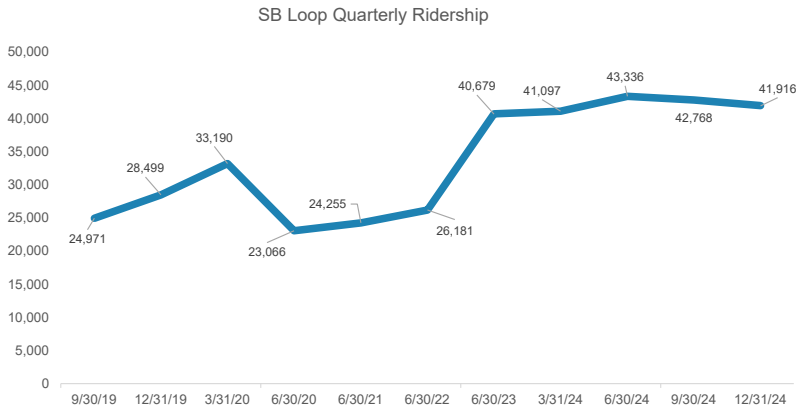
Ride the Loop for a better commute.

Commentary and Trends

SB Loop is a vanpool program for the County that provides up to 50%, or a maximum of $600 per month, to organized vanpools toward the lease of a qualifying vehicle. The service area includes trips with destinations in the Valley, the Mountain Communities, the Colorado River Basin and the Morongo Valley.

During the second quarter of FY 24/25, SB Loop vanpool trips decreased by 2%, with two fewer vans participating.

SBCTA provided $138,386 in disbursed subsidies, and passenger fees were consistent with the first quarter. However, the average cost per passenger trip increased slightly to $10.51, from $10.29 during the last quarter.



Performance

	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
SYSTEM Totals			
Number of Vanpools	80	78	-3%
Vanpool Passenger Trips	42,768	41,916	-2%
SYSTEM Performance			
Passenger Miles	1,589,593	1,563,685	-2%
Passengers/Miles	37.2	37.3	~0%
OPERATIONS Expense			
Subsidies Disbursed	$137,798	$138,386	~0%
Participation Fees	$302,380	$302,217	~0%
Subsidy per Passenger Trip	$3.22	$3.30	2%
Average Cost per Passenger Trip	$10.29	$10.51	2%

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

SBCTA Multimodal Programs
IE Commuter Rideshare

San Bernardino County Transportation Authority

IE Commuter Drive Less. Smile More.

Commentary and Trends

IE Commuter is a ridesharing program of the Riverside County Transportation Commission and SBCTA, working to reduce traffic and improve air quality in the region by helping businesses develop employee rideshare programs.

During the first quarter of FY 24/25, IE Commuter gained four employers during the second quarter. The total number of IE Commuter accounts decreased by 26%. However, survey activity grew, both for total employers surveyed, as well as total commuters surveyed.

The data being presented below can only be compared year over year to truly highlight changes over time. The data is presented in quarterly increments to demonstrate the positive environmental impacts of the program and the number of commuters and employees that the program is servicing.

Performance*

	1st Quarter FY 24/25	FY 24/25 to Date
	Current Year FY 24/25	Current Year FY 24/25
PROGRAM Totals		
Total Number of Employers	111	115
Total Number of Employer Worksites	1,161	881
Total Number of IE Commuter Accounts	107,651	79,758
Number of Accounts Active for Ridematching	16,968	11,530
EMPLOYER Totals		
Total Employers Surveyed	7	10
Total Commuters Surveyed	23,194	28,390
Vehicle Trip Reductions (VTR)	40,257	2,233,677
Vehicle Miles Traveled (VMT) Reduced	1,014,505	67,587,857
Greenhouse Gas (GHG) Emissions Reduced (lbs)	823,297	54,849,353
INCENTIVE Totals		
Total Participants	1,031	1,047
Vehicle Trip Reductions (VTR)	18,892	41,068
Vehicle Miles Traveled (VMT) Reduced	454,435	1,063,046

** Rideshare statistics roll over each quarter, and are best analyzed at year end for a year-over-year comparison.*

Attachment: Attachment 1 SBCTA Quarterly Report 2nd Quarter FY 24-25 043025 Edited (11622 : San Bernardino County Multimodal

Minute Action

AGENDA ITEM: 6

Date: June 4, 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 Construction Change Orders (CCO) approved since the last reporting to the Transit Committee on April 10, 2025. The CCOs are listed below:

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

1) CCO 030: Revisions at the Pomona Transit Center. ($10,787.77)

2) CCO 034: Replace damaged curb and gutter and slurry removal at Ramona Avenue/Holt Boulevard Side Station. ($7,850.34)

3) CCO 037: Survey elevation differentials west of Virginia Avenue and west/east of Allyn Avenue. ($1,560)

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 or the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Transit Committee on May 15, 2025.

Responsible Staff:
Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Transit and Rail Programs Contracts
Executed Change Orders

Number	Description	Amount
West Valley Connector Mainline Construction, Griffith Company (23-1002891)		
	Description	Amount
30	Revisions at the Pomona Transit Center	$10,787.77
34	Replace damaged curb and gutter and slurry removal at Ramona Avenue/ Holt Boulevard Side Station	$7,850.34
37	Survey elevation differentials west of Virginia and west/east of Allyn Ave	$1,560.00
	CCO Total	$79,617.69
	Approved Contingency	$11,995,991.00
	Remaining Contingency	$11,916,373.31
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 11196 April 2025 (11623 : Transit and Rail Programs Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 7

Date: June 4, 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 16 on-going construction contracts, of which seven have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on April 10, 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: There are no newly executed CCOs since last report.

D. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the Interstate 10 (I-10) Corridor Contract 1 Design Build Contract:

1) CCO 153: Rehabilitation work, sandblast and prepare six existing bridge abutments before staining. ($207,386)

2) CCO 156: Replace traffic controller components. ($6,954)

3) CCO 160: Egress striping channelizer improvements. ($116,846)

4) CCO 162: Remove and replace median barrier. ($196,859)

5) CCO 166: Tree removal mitigation. ($7,147)

6) CCO 168: Work removed for signal modifications and improvements. (-$227,410)

7) CCO 169: Final pricing for East End Communication network. (-$866,293)

8) CCO 170: Credit assessment for material change. (-$353,326)

9) CCO 171: Final pricing for Toll Gantry Medallions. (-$25,950)

10) CCO 172: Maintenance debris removal at Turner channel. ($2,831)

E. Contract No. 23-1002869 with SEMA Construction, Inc., for the I-10 Eastbound Truck Climbing Lane: There are no newly executed CCOs since last report.

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:

1) CCO 21.1: Additional funds to widen Kingman Street. ($40,000)

2) CCO 23.1: Additional landscaping and irrigation. ($280,000)

3) CCO 31.1: Costs associated with the demolition of the carwash bay. ($100,000)

4) CCO 36: Storm drain conflicts with gas lines. ($75,000)

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.

J. Contract No. 23-1002919 with Griffith Company, for 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 2.3: Additional funds to maintain traffic. ($70,000)

2) CCO 30: Revisions to Drainage System 7 and removal of existing concrete channel. ($92,196.42)

L. Contract No. 24-1003027 with CT&T Concrete Paving, Inc., for the SR 210 Waterman Avenue Interchange Project:

1) CCO 1: Alternative temporary railing. ($0)

2) CCO 9: Additional tree removal. ($1,480.67)

M. Contract No. 23-1002955 with SEMA Construction, Inc., for the I-215 University Parkway Interchange Project:

1) CCO 5: Water pollution control maintenance. ($19,870)

2) CCO 6: Concrete gutter removals. ($1,500)

3) CCO 7: Just-In-Time training. ($4,000)

4) CCO 8: Additional silt fence. ($13,824)

N. Contract No. 23-1003032 with Skanska-Coffman a Joint Venture, for the I-15 Corridor Freight and Express Lanes Project – Contract 1:

1) CCO 2: Just-In-Time training. ($50,000)

2) CCO 8: Maintain existing electrical system. ($500,000)

O. Contract No. 24-1003059 with Mariposa Landscapes, Inc., for the I-10 Alabama Street Establish Existing Planting Project:

1) CCO 1: Landscape repair due to vandalism. ($20,000)

P. Contract No. 22-1002780 with Skanska USA Civil West California District, Inc., for the North 1st Avenue Bridge Over BNSF Project: There are no newly executed CCOs since last report.

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. All CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects: Sub-Task No. 0823 I-10 Corridor Contract 1, Sub-Task No. 0827 Mount Vernon Viaduct, Sub-Task No. 0831 I-15 Express Lanes, Sub-Task No. 0897 I-10 Cedar, Sub-Task No. 0815 SR-210 Waterman Avenue, Sub-Task No. 0853 I-215 University Parkway, and Sub-Task No. 0895 I-10 Alabama Street Establish Existing Planting Project.

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on May 15, 2025.

Responsible Staff:
Kristi Lynn Harris, Director of Project Delivery

Approved
Board of Directors
Date: June 4, 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
	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
153	Rehabilitation work, sandblast and prepare six existing bridge abutments before staining.	$207,386.00
156	Replace traffic controller components.	$6,954.00
160	Egress striping channelizer improvements.	$116,846.00
162	Remove and replace median barrier.	$196,859.00
166	Tree removal mitigation.	$7,147.00
168	Work removed for signal modifications and improvements.	($227,410.00)
169	Final pricing for East End Communication network.	($866,293.00)
170	Credit assessment for material change.	($353,326.00)
171	Final pricing for Toll Gantry Medallions.	($25,950.00)
172	Maintenance debris removal at Turner channel.	$2,831.00
	CCO Total	$17,099,959.61
	Approved Contingency	$51,369,000.00
	Remaining Contingency	$34,269,040.39
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
	CCO Total	$1,032,722.17
	Approved Contingency	$3,731,253.00
	Remaining Contingency	$2,698,530.83

Attachment: MVSS CCO Log Project Delivery Projects (11638 : Project Delivery Contract Change Orders to On-Going Contracts)

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
21.1	Additional funds to widen Kingman Street.	$40,000.00
23.1	Additional landscaping and irrigation.	$280,000.00
31.1	Costs associated with the demolition of the carwash bay.	$100,000.00
36	Storm drain conflicts with gas lines.	$75,000.00
	CCO Total	$17,281,292.33
	Approved Contingency	$29,230,000.00
	Remaining Contingency	$11,948,707.67
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

Attachment: MVSS CCO Log Project Delivery Projects (11638 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
2.3	Additional funds to maintain traffic.	$70,000.00
30	Revisions to Drainage System 7 and removal of existing concrete channel.	$92,196.42
	CCO Total	($444,501.56)
	Approved Contingency	$8,098,400.00
	Remaining Contingency	$8,542,901.56
SR 210 Waterman Interchange Improvement Project (24-1003027)		
Number	Description	Amount
1	Alternative temporary railing.	$0.00
9	Additional tree removal.	$ 1,480.67
	CCO Total	$ 32,480.67
	Approved Contingency	$778,576.63
	Remaining Contingency	$746,095.96
I-215 University Parkway Interchange (23-1002955)		
Number	Description	Amount
5	Water pollution control maintenance.	$19,870.00
6	Concrete gutter removals.	$1,500.00
7	Just-In-Time Training.	$4,000.00
8	Additional silt fence.	$13,824.00
	CCO Total	$152,194.00
	Approved Contingency	$1,129,988.00
	Remaining Contingency	$977,794.00
I-15 Corridor Freight and Express Lanes Project - Contract 1 (23-1003032)		
Number	Description	Amount
2	Just-In-Time Training	$ 50,000.00
8	Maintain existing electrical system.	$ 500,000.00
	CCO Total	$550,000.00
	Approved Contingency	$42,785,330.00
	Remaining Contingency	$42,235,330.00
I-10 Alabama Street Establish Existing Planting Project (24-1003059)		
Number	Description	Amount
1	Landscape repair due to vandalism.	$ 20,000.00
	CCO Total	$20,000.00
	Approved Contingency	$119,797.20
	Remaining Contingency	$99,797.20
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
	CCO Total	$1,546,647.90
	Approved Contingency	$3,561,922.00
	Remaining Contingency	$2,015,274.10

Attachment: MVSS CCO Log Project Delivery Projects (11638 : Project Delivery Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 8

Date: June 4, 2025

Subject:
Investment Policy No. 20100 & Investment Portfolio Update

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA), effective July 1, 2025:

A. Approve Investment Policy No. 20100, with staff recommending no **substantive** revisions.

B. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCTA's Treasurer, authority for a one-year period to invest or reinvest SBCTA funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

That the Board, acting as the San Bernardino Council of Governments (SBCOG), effective July 1, 2025:

C. Reauthorize pooling SBCOG funds with SBCTA funds, to be invested in accordance with SBCTA's Investment Policy No. 20100.

D. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCOG's Treasurer, authority for a one-year period to invest or reinvest SBCOG funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

Background:
The California Government Code, which governs the investment and the deposit of public funds (Section 53600 et seq.) (Code), requires that the agency's governing body annually review the investment policy at a public meeting.

San Bernardino County Transportation Authority's (SBCTA) staff and investment advisor, PFM Asset Management LLC (PFM), have reviewed the current SBCTA Investment Policy No. 20100 (Policy) and concur that the Policy meets all requirements. As such, no changes are recommended at this time.

The **California** Government Code **(Section 53607 et seq.)** also provides that if an agency's legislative body elects to delegate investment authority to the agency treasurer, it may do so for a one-year period, and delegation may be renewed annually. Recommendations B and D request the Boards of Directors of SBCTA and San Bernardino Council of Governments (SBCOG) approve the annual delegation of investment authority, pursuant to the Policy, for a one-year period, to the SBCTA Treasurer, who is also the SBCTA Chief Financial Officer and the SBCOG Treasurer.

~~In addition, PFM will present a market update and overview of SBCTA's investment portfolio.~~

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.

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

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025. SBCTA General Counsel has reviewed this item and the policy. **After the General Policy Committee meeting, staff noticed outdated language regarding effectiveness in 2019, which was removed from the policy. This revision is not substantive and does not require placement on Discussion.**

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

San Bernardino County Transportation Authority		**Policy**	**20100**
Adopted by the Board of Directors	October 2, 1996	Revised	06/04/25~~05/01/24~~
Investment Policy		Revision No.	2~~9~~8

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 | Policy | Investment Goals | Prudent Investor Standard | Scope | Delegation of Authority | Conflicts of Interest | Portfolio Maturity Limits | Allowable Investments for SBCTA and SBCOG Operating Funds | Additional Allowable Investments for Bond Proceeds | Prohibited Investment Transactions | Investment in "Derivative" Securities | Leveraging | Safekeeping of Securities | Competitive Bidding of Investments | Broker/Dealers | Reporting | Annual Submission of Investment Policy | Revision History |

I. PURPOSE

The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

II. POLICY

The Board of Directors of the San Bernardino County Transportation Agency (SBCTA) and of the San Bernardino Council of Governments (SBCOG) recognize their responsibility to direct the investment of funds under their care. This policy is designed to meet the specific needs of SBCTA and SBCOG while ensuring the safety of funds. ~~This revised policy is effective July 1, 2019.~~

III. INVESTMENT GOALS

The investment of funds by SBCTA and SBCOG shall be guided by the goals of safety, liquidity, diversification, and a reasonable market rate of return.

Safety: Safety of principal is the foremost objective of the investment program. Investments of SBCTA and SBCOG will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio.

Liquidity: SBCTA's and SBCOG's investment portfolio will remain sufficiently liquid to enable SBCTA and SBCOG to meet all operating requirements and budgeted expenditures, including an additional amount to cover reasonably estimated contingencies.

Diversification: The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.

Reasonable Market Rate of Return: The investment portfolio will be designed to attain a market average rate of return through economic cycles which is consistent with SBCTA's and SBCOG's primary goals of safety, liquidity and diversification.

IV. PRUDENT INVESTOR STANDARD

SBCTA and SBCOG investments are governed by the prudent investor standard, set forth as follows:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the investment of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

Attachment: Policy 20100 - Revised 2025 (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

V. SCOPE

The investment policy applies to all financial assets held by SBCTA and SBCOG, including bond proceeds. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by SBCTA and SBCOG with specific investment instructions.

VI. DELEGATION OF AUTHORITY

SBCTA's Board Administrative Code and SBCOG's Bylaws designate the SBCTA Chief Financial Officer (CFO) as Treasurer for each Agency.

Under the direction and oversight of the Chief Financial Officer, and in consultation with SBCTA's and SBCOG's investment adviser, the Chief Financial Officer or designee shall direct the investment of SBCTA and SBCOG combined operating funds, which are not invested in the County Pool or in LAIF ("DIRECT INVESTMENTS") in accordance with this Policy. All officials, staff members and consultants are directly accountable to the SBCTA and SBCOG Boards for investment functions.

VII. CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the Executive Director any financial interest with a financial institution or broker that conducts business with SBCTA and SBCOG. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of SBCTA's and SBCOG's portfolio.

VIII. PORTFOLIO MATURITY LIMITS

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit SBCTA and SBCOG to meet all projected obligations.

The maximum maturity of any other investment of operating funds ("direct investments") may not exceed five years unless otherwise noted in Paragraph IX.

Investment of bond proceeds shall be made in consideration of the liquidity needs of the bond fund, and may not exceed five years, except for securities to be held in a defeasance escrow for refunded bonds and bond debt service reserve funds.

Investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.

IX. ALLOWABLE INVESTMENTS FOR SBCTA and SBCOG OPERATING FUNDS

Investment of SBCTA's and SBCOG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.

B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 40% of SBCTA's and SBCOG's combined investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.

C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations of the State of California or any California local agency may not represent more than 20%

Attachment: Policy 20100 - Revised 2025 (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations of the other 49 states may not represent more than 20% of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

E. Repurchase Agreements used solely as short-term investments not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in Parargraph IX. A and B, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to SBCTA's custodian bank by book entry, physical delivery, or held by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

SBCTA and SBCOG or their trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to the Repurchase Agreement.

SBCTA and SBCOG may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.

SBCTA and SBCOG will have specific written agreements with each firm with which it enters into Repurchase Agreements.

Reverse repurchase agreements will not be allowed.

Repurchase agreements may not represent more than 20% of SBCTA's and SBCOG's combined investment portfolio.

F. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical-rating organization (NRSRO).

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA and SBCOG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

G. Commercial paper rated in the highest short-term rating category, as provided by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars ($500,000,000); (c) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.

(2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond; (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity.

Purchases of commercial paper may not exceed 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities on any one non-government issuer regardless of security type.

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H. Medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A", or its equivalent or better, by a NRSRO.

Purchase of medium-term corporate notes may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

I. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally- or state-licensed branch of a foreign bank. Investments under this subdivision shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent or better by a NRSRO.

Purchase of negotiable certificates of deposit may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

J. State of California's Local Agency Investment Fund (LAIF)
Investment in LAIF may not exceed 60% of SBCTA's and SBCOG's combined operating funds or up to the maximum amount permitted by the State Treasurer, whichever is less.

K. California Asset Management Program (CAMP) Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7. To be eligible under California Government Code Section 53601 (p): the joint powers authority (CAMP), issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivsions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

L. San Bernardino County Investment Pool.

M. Insured savings accounts.

N. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of $500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. Further, no more than 10% of SBCTA's and SBCOG's combined investment portfolio may be invested in shares of beneficial interest of any one money market fund.

O.

(1) Bonds issued by SBCTA , including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by SBCTA or by a department, board, agency, or authority of SBCTA, provided the SBCTA Board first specifically approves investing in such bonds.

(2) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, provided the SBCTA Board first specifically approves of SBCTA investing in such bonds, notes, warrants or other evidences of indebtedness of SBCTA.

Attachment: Policy 20100 - Revised 2025 (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

P. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AAA" or its equivalent by a NRSRO and may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio.

Q. A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. For securities eligible for investment under this subsection not issued or guaranteed by an agency or issuer identified in subsection A. or B., above, the following limitations apply:

(1) The security shall be rated "AAA" or its equivalent by a NRSRO and have a maximum remaining maturity of five years or less.

(2) Securities eligible for investment under this subdivision shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

X. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS

A. Investment agreement with an AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SBCTA and SBCOG Board.

B. Debt service reserve funds and debt service funds may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).

C. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.

D. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SBCTA and SBCOG Board.

E. Other investments as permitted by bond indentures.

XI. PROHIBITED INVESTMENT TRANSACTIONS

Any investment not specifically allowed by this policy is prohibited.

XII. INVESTMENT IN "DERIVATIVE" SECURITIES

Direct investment in derivative securities is prohibited. A "derivative security" is any investment the value of which is derived from an underlying security, commodity or index. For purposes of this policy, a derivative is any security that has principal and/or interest payments which are subject to significant uncertainty as to timing, and/or amount.

It is understood that the County Pool and LAIF may invest in certain derivative securities.

XIII. LEVERAGING

All forms of portfolio leverage, including, but not limited to, securities lending programs, reverse repurchase agreements, and margin accounts, are prohibited.

Attachment: Policy 20100 - Revised 2025 (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

XIV. SAFEKEEPING OF SECURITIES

SBCTA shall enter into an agreement with a bank trust department to serve as the safekeeping agent for all deliverable investments. The safekeeping agent shall hold all investments in an account for the sole benefit of SBCTA and SBCOG. All deliverable investments shall be delivered by the broker to SBCTA's and SBCOG's combined safekeeping account on a delivery versus payment basis.

XV. COMPETITIVE BIDDING OF INVESTMENTS

The investment procedures require that approved broker/dealers compete for direct investment purchases and sales to ensure that all investment transactions are free from favoritism. The CFO in conjunction with SBCTA's and SBCOG's investment advisor shall determine the best execution price for SBCTA and SBCOG, and act accordingly.

XVI. BROKER/DEALERS

A. If a third party investment advisor is authorized to conduct investment transactions on SBCTA's and SBCOG's behalf, the investment advisor may use their own list of approved issuers, broker/dealers and financial institutions for investment purposes. The investment advisor's approved list must be made available to SBCTA and SBCOG upon request.

B. For any investment transactions conducted by the Treasurer on behalf of SBCTA and SBCOG, and not conducted directly with the issuer, the Treasurer shall comply with the following requirements:

C. Transactions initiated by SBCTA and SBCOG shall be executed through government securities dealers reporting as primary dealers to the New York Federal Reserve Bank of New York or direct issuers (defined as corporations that issue their own securities) and through secondary dealers who have received prior approval to do business with SBCTA and SBCOG.

D. Primary dealers wishing to do business with SBCTA and SBCOG must meet the following criteria:

1. The primary dealer representative must have demonstrated experience providing investment services to public agencies in California.

2. The primary dealer representative must provide SBCTA and SBCOG with a minimum of three references of finance officials from public agencies in California.

E. Secondary dealers must complete a broker/dealer application provided by SBCTA and SBCOG, and must meet the following criteria to the satisfaction of SBCTA's Chief Financial Officer:

1. The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).

2. The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.

3. The broker/dealer should be a market maker and have a strong market presence in one or more product areas that are pertinent to SBCTA's and SBCOG's investment goals.

4. The broker/dealer and its representative should be well established in the business and have an acceptable track record.

F. Each broker/dealer will be sent a copy of this Policy, a broker/dealer application, and a list of persons authorized to execute transactions on SBCTA's and SBCOG's behalf. In order to be considered for investment business opportunities with SBCTA and SBCOG, each firm must acknowledge receipt of such materials.

XVII. REPORTING

A. Quarterly Report

The CFO will provide a quarterly report to the General Policy Committee and to the Board of Directors providing the following information:

1. Breakout of all securities, investments and moneys held by SBCTA and SBCOG by investment type, issuer, date of maturity, par, dollar amount and percent of portfolio invested in each.

Attachment: Policy 20100 - Revised 2025 (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

2. A description of all SBCTA's and SBCOG's funds, investments or programs that are under the management of any outside party that is not a local agency. This report must also include market valuation of the portfolio and the source of the valuation.

3. A statement of compliance with investment policy and a statement denoting the ability of SBCTA and SBCOG to meet all expenditures for the next six months.

B. Monthly Report
The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code §53607 when investment authority has been delegated by the Board.

XVIII. SUBMISSION OF INVESTMENT POLICY

SBCTA's CFO shall render a statement of investment policy to the Board of Directors of SBCTA and SBCOG as required by the California Government Code. If changes are proposed, the Board shall consider the policy, and proposed changes, in a public meeting.

XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . . ".	09/03/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "…not to exceed 20% of SANBAG's operating funds…" to "…not to exceed 30% of SANBAG's operating funds…", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01
6	Changed paragraph numbering style from 20100.1,20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/06/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06
11	Par. IX.J: Removed limitation.	09/13/06
12	No changes. Re-approved by the Board of Directors	01/09/08
13	Par. VI: Delete "In addition, the CFO, under the direction and oversight of the Executive Director, and consultation with SANBAG's investment advisor, shall review the alternatives for the investment of bond proceeds, and shall recommend such investments to the SANBAG Board for approval'. The investment of bond proceeds is identified under par. X. and will be authorized by bond covenant. Par. IX: Add (C) Obligations of the State of California or any local agency within the state and (D) Registered treasury notes or bonds of other states in addition to California to diversify the number of sectors and issuers; revise (C) to be (E) and add "held" before "by a third party custodial agreement". Also add "Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio", to limit the amount to be invested in repurchase agreements; delete "(G) "provided that the issuing corporation is organized and operating within the United States, has total assets in excess of $500 million and has an "A" or higher rating for its long-term debt, if any, as provided by a nationally recognized statistical rating organization." This is also stated in paragraphs (G) (1) and (2); increase (J) from $40 million to $50 million limitation	09/01/10

Attachment: Policy 20100 - Revised 2025 (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

Revision No.	Revisions	Adopted
	on LAIF investment per State Treasurer's Office authorization to increase the dollar amount for investment. Par. X: Change (A) For CAMP, rating from AAA to AAAm and average maturity from one year to 60 days or less. This is to improve safety and liquidity. Par. XV: Add "in conjunction with SANBAG's investment advisor" for clarification purposes.	
14	Par. VIII: Changed four years to five years and added "unless otherwise noted in Par. IX. Par. IX.B: Changed 10% to 40%. Par. IX.F: Changed 20% to 40% and changed "No more than 5% of SANBAG's investment portfolio may be invested in the Bankers' Acceptances of any one commercial bank." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. IX.G: Changed "No more than 5% of SANBAG's investment portfolio may be invested in commercial paper of one issuer." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type. Par. IX.H: Changed 20% to 30 and changed "No more than 5% of SANBAG's investment portfolio may be invested in a medium-term note of any one corporation." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. IX.I: Changed 20% to 30% and added "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. XVII: Removed 'QUARTERLY' from title, renumbered paragraphs, and added "B. Monthly Report. The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code 53607 when investment authority has been delegated by the Board.	07/06/11
15	Par. IX.H: Changed rating of "AA" to "A". Par. IX.I: Changed ". . . by a state-licensed branch . . . " to ". . . by a federally or state-licensed branch . . . " and changed ". . . rated AA . . ." to ". . . rated A or its equivalent . . . ". Re-approved by the Board of Directors.	08/01/12
16	No changes. Re-approved by the Board of Directors on 9/4/13, Agenda Item 5.	09/04/13
17	Re-approved by the Board of Directors on 7/2/14, Agenda Item 4. Updated Par. VI to mirror bylaws that designate the CFO as Treasurer.	07/02/14
18	Re-approved by the Board of Directors on 9/2/15, Agenda Item 6. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, including modifications to subparagraph I, and adding subparagraphs N and O.	09/02/15
19	BOD approved on 11/05/15, Agenda Item 3. Updated Par. IX section N permitting investment in certain obligations issued by SANBAG entities.	11/04/15
20	BOD approved on 9/07/16, Agenda Item 8. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, modifying subparagraph J and to Par. XVIII – Annual Submission of Investment Policy.	09/07/16
21	BOD approved on 3//01/17, Agenda Item 6. Updated entity name from SANBAG to SBCTA, Par. IX section K allowing investment in CAMP, Par. VI – designate the CFO as Treasurer of SBCTA & SBCOG with one year authority to invest or reinvest SBCTA and SBCOG funds.	03/01/17
22	BOD approved on 6/6/18, Agenda Item 4. Minor modifications for clarification purposes to Paragraphs IX (sections F, G, H, I, N, P, and Q).	06/06/18
23	BOD approved on 6/05/19, Agenda Item 24. Minor modification to paragraphs VI and IX, K..	06/05/19
24	BOD approved on 05/06/20 agenda item 5.	05/06/20
25	BOD approved on 5/5/21 agenda item 6. Amend Section IX, G to comply with SB998 allowing to invest in commercial paper up to 40% and eliminate 10% limit on any one issuer.	05/05/21
26	BOD approved on 5/4/22 Agenda Item 4. No Changes	05/04/22
27	BOD approved on 5/3/23 Agenda Item 6. Amend Section IX.K modified to include California Asset Management Program (CAMP)'s term investments.	05/03/23
28	BOD approved on 05/01/24 Agenda Item X. Amend Section IX.Q modified to provide clarity to the current practice for mortgage pass-through securities, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.	05/01/24
29	Revision – outdated language regarding effectiveness in 2019, which was removed from the policy (all in track changes).	06/04/25

Attachment: Policy 20100 - Revised 2025 (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

San Bernardino County Transportation Authority		**Policy**	**20100**
Adopted by the Board of Directors	October 2, 1996	Revised	06/04/25
Investment Policy		Revision No.	29

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Table of Contents

Purpose | Policy | Investment Goals | Prudent Investor Standard | Scope | Delegation of Authority | Conflicts of Interest | Portfolio Maturity Limits | Allowable Investments for SBCTA and SBCOG Operating Funds | Additional Allowable Investments for Bond Proceeds | Prohibited Investment Transactions | Investment in "Derivative" Securities | Leveraging | Safekeeping of Securities | Competitive Bidding of Investments | Broker/Dealers | Reporting | Annual Submission of Investment Policy | Revision History |

I. PURPOSE

The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

II. POLICY

The Board of Directors of the San Bernardino County Transportation Agency (SBCTA) and of the San Bernardino Council of Governments (SBCOG) recognize their responsibility to direct the investment of funds under their care. This policy is designed to meet the specific needs of SBCTA and SBCOG while ensuring the safety of funds.

III. INVESTMENT GOALS

The investment of funds by SBCTA and SBCOG shall be guided by the goals of safety, liquidity, diversification, and a reasonable market rate of return.

Safety: Safety of principal is the foremost objective of the investment program. Investments of SBCTA and SBCOG will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio.

Liquidity: SBCTA's and SBCOG's investment portfolio will remain sufficiently liquid to enable SBCTA and SBCOG to meet all operating requirements and budgeted expenditures, including an additional amount to cover reasonably estimated contingencies.

Diversification: The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.

Reasonable Market Rate of Return: The investment portfolio will be designed to attain a market average rate of return through economic cycles which is consistent with SBCTA's and SBCOG's primary goals of safety, liquidity and diversification.

IV. PRUDENT INVESTOR STANDARD

SBCTA and SBCOG investments are governed by the prudent investor standard, set forth as follows:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the investment of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

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V. SCOPE

The investment policy applies to all financial assets held by SBCTA and SBCOG, including bond proceeds. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by SBCTA and SBCOG with specific investment instructions.

VI. DELEGATION OF AUTHORITY

SBCTA's Board Administrative Code and SBCOG's Bylaws designate the SBCTA Chief Financial Officer (CFO) as Treasurer for each Agency.

Under the direction and oversight of the Chief Financial Officer, and in consultation with SBCTA's and SBCOG's investment adviser, the Chief Financial Officer or designee shall direct the investment of SBCTA and SBCOG combined operating funds, which are not invested in the County Pool or in LAIF ("DIRECT INVESTMENTS") in accordance with this Policy. All officials, staff members and consultants are directly accountable to the SBCTA and SBCOG Boards for investment functions.

VII. CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the Executive Director any financial interest with a financial institution or broker that conducts business with SBCTA and SBCOG. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of SBCTA's and SBCOG's portfolio.

VIII. PORTFOLIO MATURITY LIMITS

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit SBCTA and SBCOG to meet all projected obligations.

The maximum maturity of any other investment of operating funds ("direct investments") may not exceed five years unless otherwise noted in Paragraph IX.

Investment of bond proceeds shall be made in consideration of the liquidity needs of the bond fund, and may not exceed five years, except for securities to be held in a defeasance escrow for refunded bonds and bond debt service reserve funds.

Investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.

IX. ALLOWABLE INVESTMENTS FOR SBCTA and SBCOG OPERATING FUNDS

Investment of SBCTA's and SBCOG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.

B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 40% of SBCTA's and SBCOG's combined investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.

C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations of the State of California or any California local agency may not represent more than 20%

Attachment: Policy 20100 - Revised 2025 - Clean version (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations of the other 49 states may not represent more than 20% of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

E. Repurchase Agreements used solely as short-term investments not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in Parargraph IX. A and B, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to SBCTA's custodian bank by book entry, physical delivery, or held by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

SBCTA and SBCOG or their trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to the Repurchase Agreement.

SBCTA and SBCOG may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.

SBCTA and SBCOG will have specific written agreements with each firm with which it enters into Repurchase Agreements.

Reverse repurchase agreements will not be allowed.

Repurchase agreements may not represent more than 20% of SBCTA's and SBCOG's combined investment portfolio.

F. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical-rating organization (NRSRO).

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA and SBCOG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

G. Commercial paper rated in the highest short-term rating category, as provided by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars ($500,000,000); (c) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.

(2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond; (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity.

Purchases of commercial paper may not exceed 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities on any one non-government issuer regardless of security type.

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H. Medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A", or its equivalent or better, by a NRSRO.

Purchase of medium-term corporate notes may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

I. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally- or state-licensed branch of a foreign bank. Investments under this subdivision shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent or better by a NRSRO.

Purchase of negotiable certificates of deposit may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

J. State of California's Local Agency Investment Fund (LAIF)
Investment in LAIF may not exceed 60% of SBCTA's and SBCOG's combined operating funds or up to the maximum amount permitted by the State Treasurer, whichever is less.

K. California Asset Management Program (CAMP) Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7. To be eligible under California Government Code Section 53601 (p): the joint powers authority (CAMP), issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivsions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

L. San Bernardino County Investment Pool.

M. Insured savings accounts.

N. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of $500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. Further, no more than 10% of SBCTA's and SBCOG's combined investment portfolio may be invested in shares of beneficial interest of any one money market fund.

O.

(1) Bonds issued by SBCTA , including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by SBCTA or by a department, board, agency, or authority of SBCTA, provided the SBCTA Board first specifically approves investing in such bonds.

(2) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, provided the SBCTA Board first specifically approves of SBCTA investing in such bonds, notes, warrants or other evidences of indebtedness of SBCTA.

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P. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AAA" or its equivalent by a NRSRO and may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio.

Q. A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. For securities eligible for investment under this subsection not issued or guaranteed by an agency or issuer identified in subsection A. or B., above, the following limitations apply:

(1) The security shall be rated "AAA" or its equivalent by a NRSRO and have a maximum remaining maturity of five years or less.

(2) Securities eligible for investment under this subdivision shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

X. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS

A. Investment agreement with an AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SBCTA and SBCOG Board.

B. Debt service reserve funds and debt service funds may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).

C. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.

D. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SBCTA and SBCOG Board.

E. Other investments as permitted by bond indentures.

XI. PROHIBITED INVESTMENT TRANSACTIONS

Any investment not specifically allowed by this policy is prohibited.

XII. INVESTMENT IN "DERIVATIVE" SECURITIES

Direct investment in derivative securities is prohibited. A "derivative security" is any investment the value of which is derived from an underlying security, commodity or index. For purposes of this policy, a derivative is any security that has principal and/or interest payments which are subject to significant uncertainty as to timing, and/or amount.

It is understood that the County Pool and LAIF may invest in certain derivative securities.

XIII. LEVERAGING

All forms of portfolio leverage, including, but not limited to, securities lending programs, reverse repurchase agreements, and margin accounts, are prohibited.

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XIV. SAFEKEEPING OF SECURITIES

SBCTA shall enter into an agreement with a bank trust department to serve as the safekeeping agent for all deliverable investments. The safekeeping agent shall hold all investments in an account for the sole benefit of SBCTA and SBCOG. All deliverable investments shall be delivered by the broker to SBCTA's and SBCOG's combined safekeeping account on a delivery versus payment basis.

XV. COMPETITIVE BIDDING OF INVESTMENTS

The investment procedures require that approved broker/dealers compete for direct investment purchases and sales to ensure that all investment transactions are free from favoritism. The CFO in conjunction with SBCTA's and SBCOG's investment advisor shall determine the best execution price for SBCTA and SBCOG, and act accordingly.

XVI. BROKER/DEALERS

A. If a third party investment advisor is authorized to conduct investment transactions on SBCTA's and SBCOG's behalf, the investment advisor may use their own list of approved issuers, broker/dealers and financial institutions for investment purposes. The investment advisor's approved list must be made available to SBCTA and SBCOG upon request.

B. For any investment transactions conducted by the Treasurer on behalf of SBCTA and SBCOG, and not conducted directly with the issuer, the Treasurer shall comply with the following requirements:

C. Transactions initiated by SBCTA and SBCOG shall be executed through government securities dealers reporting as primary dealers to the New York Federal Reserve Bank of New York or direct issuers (defined as corporations that issue their own securities) and through secondary dealers who have received prior approval to do business with SBCTA and SBCOG.

D. Primary dealers wishing to do business with SBCTA and SBCOG must meet the following criteria:

1. The primary dealer representative must have demonstrated experience providing investment services to public agencies in California.

2. The primary dealer representative must provide SBCTA and SBCOG with a minimum of three references of finance officials from public agencies in California.

E. Secondary dealers must complete a broker/dealer application provided by SBCTA and SBCOG, and must meet the following criteria to the satisfaction of SBCTA's Chief Financial Officer:

1. The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).

2. The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.

3. The broker/dealer should be a market maker and have a strong market presence in one or more product areas that are pertinent to SBCTA's and SBCOG's investment goals.

4. The broker/dealer and its representative should be well established in the business and have an acceptable track record.

F. Each broker/dealer will be sent a copy of this Policy, a broker/dealer application, and a list of persons authorized to execute transactions on SBCTA's and SBCOG's behalf. In order to be considered for investment business opportunities with SBCTA and SBCOG, each firm must acknowledge receipt of such materials.

XVII. REPORTING

A. Quarterly Report

The CFO will provide a quarterly report to the General Policy Committee and to the Board of Directors providing the following information:

1. Breakout of all securities, investments and moneys held by SBCTA and SBCOG by investment type, issuer, date of maturity, par, dollar amount and percent of portfolio invested in each.

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2. A description of all SBCTA's and SBCOG's funds, investments or programs that are under the management of any outside party that is not a local agency. This report must also include market valuation of the portfolio and the source of the valuation.

3. A statement of compliance with investment policy and a statement denoting the ability of SBCTA and SBCOG to meet all expenditures for the next six months.

B. Monthly Report
The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code §53607 when investment authority has been delegated by the Board.

XVIII. SUBMISSION OF INVESTMENT POLICY

SBCTA's CFO shall render a statement of investment policy to the Board of Directors of SBCTA and SBCOG as required by the California Government Code. If changes are proposed, the Board shall consider the policy, and proposed changes, in a public meeting.

XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . . ".	09/03/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "…not to exceed 20% of SANBAG's operating funds…" to "…not to exceed 30% of SANBAG's operating funds…", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01
6	Changed paragraph numbering style from 20100.1,20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/06/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06
11	Par. IX.J: Removed limitation.	09/13/06
12	No changes. Re-approved by the Board of Directors	01/09/08
13	Par. VI: Delete "In addition, the CFO, under the direction and oversight of the Executive Director, and consultation with SANBAG's investment advisor, shall review the alternatives for the investment of bond proceeds, and shall recommend such investments to the SANBAG Board for approval'. The investment of bond proceeds is identified under par. X. and will be authorized by bond covenant. Par. IX: Add (C) Obligations of the State of California or any local agency within the state and (D) Registered treasury notes or bonds of other states in addition to California to diversify the number of sectors and issuers; revise (C) to be (E) and add "held" before "by a third party custodial agreement". Also add "Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio", to limit the amount to be invested in repurchase agreements; delete "(G) "provided that the issuing corporation is organized and operating within the United States, has total assets in excess of $500 million and has an "A" or higher rating for its long-term debt, if any, as provided by a nationally recognized statistical rating organization." This is also stated in paragraphs (G) (1) and (2); increase (J) from $40 million to $50 million limitation	09/01/10

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Revision No.	Revisions	Adopted
	on LAIF investment per State Treasurer's Office authorization to increase the dollar amount for investment. Par. X: Change (A) For CAMP, rating from AAA to AAAm and average maturity from one year to 60 days or less. This is to improve safety and liquidity. Par. XV: Add "in conjunction with SANBAG's investment advisor" for clarification purposes.	
14	Par. VIII: Changed four years to five years and added "unless otherwise noted in Par. IX. Par. IX.B: Changed 10% to 40%. Par. IX.F: Changed 20% to 40% and changed "No more than 5% of SANBAG's investment portfolio may be invested in the Bankers' Acceptances of any one commercial bank." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. IX.G: Changed "No more than 5% of SANBAG's investment portfolio may be invested in commercial paper of one issuer." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type. Par. IX.H: Changed 20% to 30 and changed "No more than 5% of SANBAG's investment portfolio may be invested in a medium-term note of any one corporation." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. IX.I: Changed 20% to 30% and added "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. XVII: Removed 'QUARTERLY' from title, renumbered paragraphs, and added "B. Monthly Report. The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code 53607 when investment authority has been delegated by the Board.	07/06/11
15	Par. IX.H: Changed rating of "AA" to "A". Par. IX.I: Changed ". . . by a state-licensed branch . . . " to ". . . by a federally or state-licensed branch . . . " and changed ". . . rated AA . . ." to ". . . rated A or its equivalent . . . ". Re-approved by the Board of Directors.	08/01/12
16	No changes. Re-approved by the Board of Directors on 9/4/13, Agenda Item 5.	09/04/13
17	Re-approved by the Board of Directors on 7/2/14, Agenda Item 4. Updated Par. VI to mirror bylaws that designate the CFO as Treasurer.	07/02/14
18	Re-approved by the Board of Directors on 9/2/15, Agenda Item 6. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, including modifications to subparagraph I, and adding subparagraphs N and O.	09/02/15
19	BOD approved on 11/05/15, Agenda Item 3. Updated Par. IX section N permitting investment in certain obligations issued by SANBAG entities.	11/04/15
20	BOD approved on 9/07/16, Agenda Item 8. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, modifying subparagraph J and to Par. XVIII – Annual Submission of Investment Policy.	09/07/16
21	BOD approved on 3//01/17, Agenda Item 6. Updated entity name from SANBAG to SBCTA, Par. IX section K allowing investment in CAMP, Par. VI – designate the CFO as Treasurer of SBCTA & SBCOG with one year authority to invest or reinvest SBCTA and SBCOG funds.	03/01/17
22	BOD approved on 6/6/18, Agenda Item 4. Minor modifications for clarification purposes to Paragraphs IX (sections F, G, H, I, N, P, and Q).	06/06/18
23	BOD approved on 6/05/19, Agenda Item 24. Minor modification to paragraphs VI and IX, K..	06/05/19
24	BOD approved on 05/06/20 agenda item 5.	05/06/20
25	BOD approved on 5/5/21 agenda item 6. Amend Section IX, G to comply with SB998 allowing to invest in commercial paper up to 40% and eliminate 10% limit on any one issuer.	05/05/21
26	BOD approved on 5/4/22 Agenda Item 4. No Changes	05/04/22
27	BOD approved on 5/3/23 Agenda Item 6. Amend Section IX.K modified to include California Asset Management Program (CAMP)'s term investments.	05/03/23
28	BOD approved on 05/01/24 Agenda Item X. Amend Section IX.Q modified to provide clarity to the current practice for mortgage pass-through securities, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.	05/01/24
29	Revision – outdated language regarding effectiveness in 2019, which was removed from the policy (all in track changes).	06/04/25

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San Bernardino County Transportation Authority

Market and Portfolio Update

May 14, 2025

pfm asset management

A Division of U.S. Bancorp Asset Management, Inc.

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Current Market Themes

- U.S. economy is clouded by tariff and policy uncertainty
  - Labor market continues to serve as backbone
  - Inflation remains "sticky"
  - Fiscal policy uncertainty and volatile tariff rollouts weigh on consumer

- Federal Reserve ("Fed") likely to cut overnight rates later this year
  - The Fed kept the federal funds target rate unchanged at 4.25% - 4.50%
  - Market analysts anticipate 0.50% of rate cuts in 2025
  - Fed Chair Powell stated the administration's "significant policy changes" relating to trade, immigration, fiscal policy, and regulation is creating "considerable uncertainty"

- U.S. Treasury yields have moved lower
  - Investors seek safe haven assets amidst growing uncertainty
  - Inverse relationship exists between price and yield for fixed income securities
  - Yields on maturities between 2 years and 10 years fell ~0.40% in the first 3 months of 2025, increasing the market value of existing holdings

Source: Details on market themes and economic indicators provided throughout the body of the presentation. Bloomberg Finance L.P., as of March 31, 2025.

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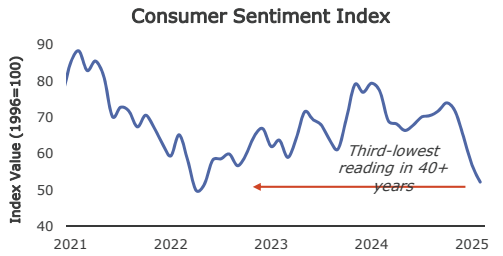
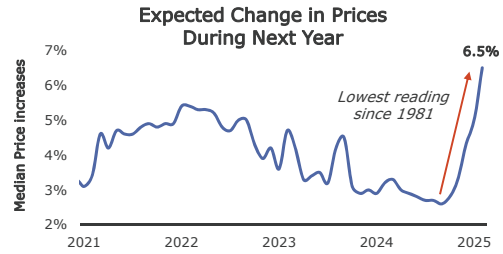
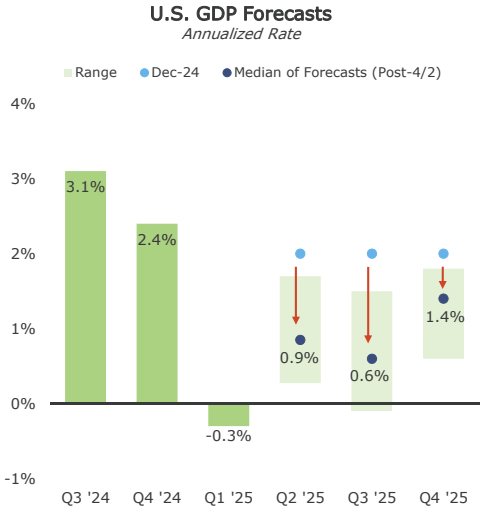
Policy Changes Increase Consumer Uncertainty







Source: Bloomberg Finance L.P. and University of Michigan Consumer, as of April 2025 (left). Bureau of Economic Analysis and Bloomberg Finance L.P., as of April 2025. Survey responses after April 2, 2025, included in median and forecast range. Forecast range shown is the 75th and 25th percentile of responses.

Tariffs Have Broad Economic Implications

Tariff Implications

Inflation

Fed staff research[1] suggests each 10% increase in the effective tariff rate leads to a 0.8% increase in inflation

Economic Impact

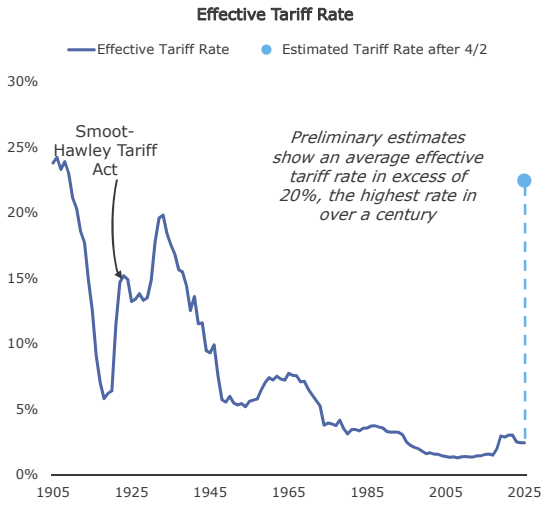
Fed staff research[1] suggests each 10% increase in the effective tariff rate leads to a 1.4% decrease in GDP

Tariff Revenues

Each $100 billion of tariffs paid by the consumer is approximately equal to a 0.4% increase in income taxes

Consumer Spending

Price increases and uncertainty could directly impact consumer confidence and spending habits



Source: PFMAM calculations, Bloomberg Finance L.P., Bureau of Economic Analysis. As of April 2025.
1. Federal Reserve: Tealbook A, September 2018.

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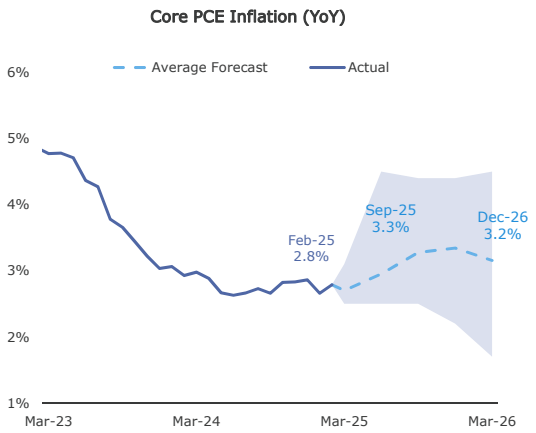
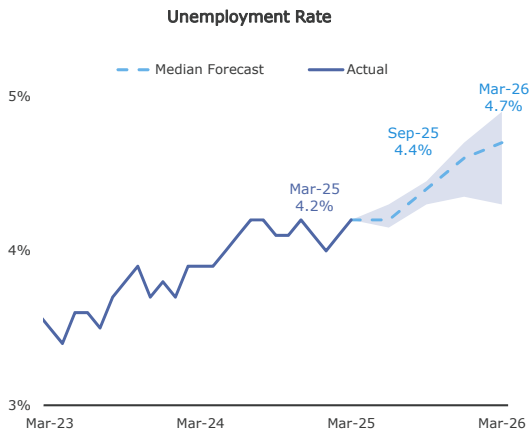
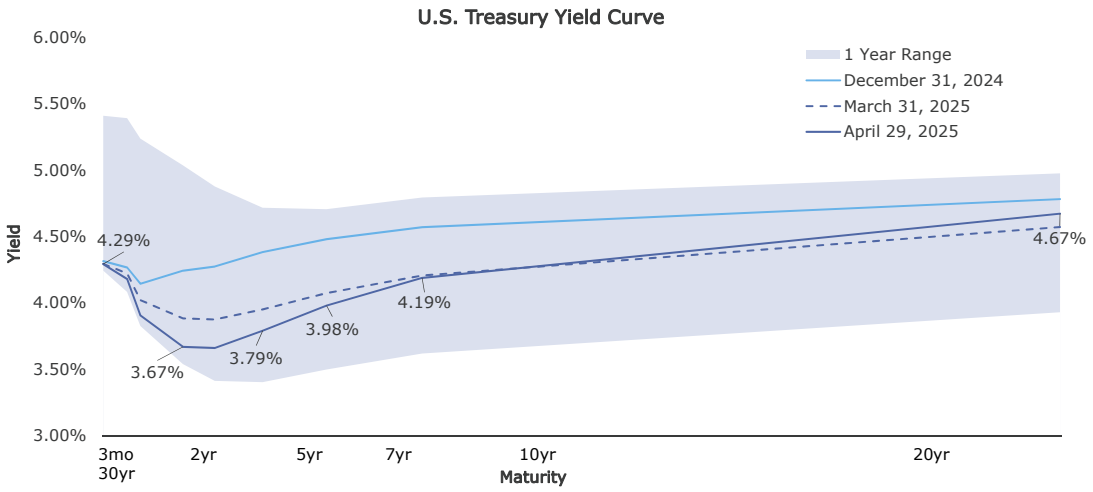
Tariffs Complicate the Fed's Job





Source: Bureau of Economic Analysis and Bloomberg Finance L.P. as of February 2025 (top). Bureau of Labor Statistics and Bloomberg Finance L.P. as of March 2025 (bottom). Survey responses after April 2, 2025, included in median and forecast range. Forecast range shown is the 75th and 25th percentile of responses (right).

Treasury Yields Have Been Volatile



Source: Bloomberg Finance L.P., as of April 29, 2025.

Attachment: SBCTA Portfolio Update - PDF (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

Portfolio Composition Overview

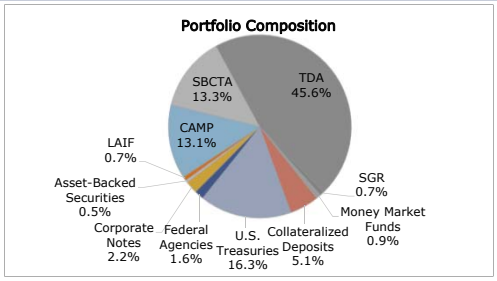
Portfolio Composition and Credit Quality Characteristics including TDA

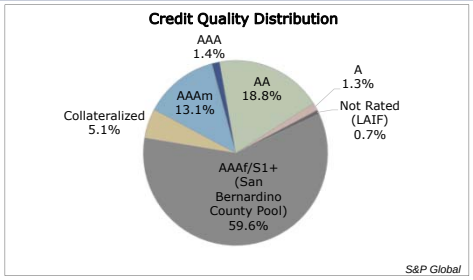
Security Type[1]	March 31, 2025	% of Portfolio	Change in $'s	March 31, 2024	% of Portfolio	Permitted by Policy
U.S. Treasuries	$191,296,285	16.3%	$22,446,249	$168,850,036	16.8%	100%
Federal Agencies	$19,077,107	1.6%	($7,471,044)	$26,548,151	2.6%	100%
Supranational	$0	0.0%	($1,431,515)	$1,431,515	0.1%	20%
Corporate Notes	$25,754,375	2.2%	$790,160	$24,964,215	2.5%	30%
Asset-Backed Securities	$5,454,840	0.5%	($104,707)	$5,559,547	0.6%	20%
Subtotal PFM-Managed Portfolio	$241,582,607	20.6%	$14,229,143	$227,353,464	22.6%	
LAIF	$8,199,825	0.7%	$362,379	$7,837,445	0.8%	$75 million
CAMP	$153,413,180	13.1%	$36,152,069	$117,261,111	11.7%	100%
San Bernadino County Pool	$699,305,859	59.6%	$86,835,668	$612,470,191	60.9%	100%
SBCTA	*$155,515,560*	*13.3%*	$38,684,583	*$116,830,977*	*11.6%*	100%
TDA	*$535,103,237*	*45.6%*	$47,111,249	*$487,991,988*	*48.5%*	100%
SGR	*$8,687,062*	*0.7%*	$1,039,836	*$7,647,226*	*0.8%*	100%
Money Market Funds	$10,492,189	0.9%	($2,256,127)	$12,748,316	1.3%	20%
Collateralized Deposits	$60,258,488	5.1%	$31,833,012	$28,425,476	2.8%	100%
Totals	$1,173,252,147	100.0%	$167,156,144	$1,006,096,003	100.0%	

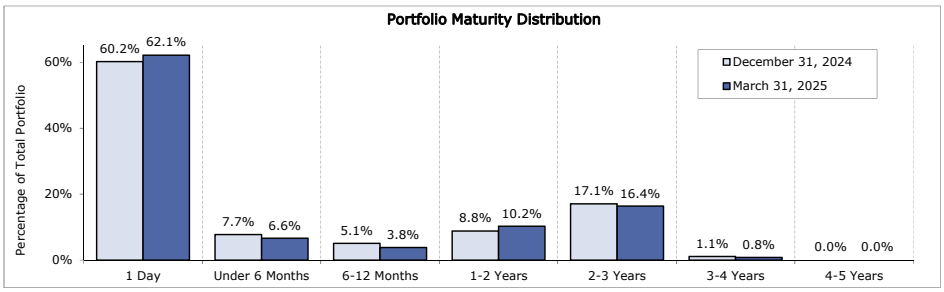
Notes:
1. End of quarter trade-date market values of portfolio holdings. Detail may not add to total due to rounding.

6

Portfolio Overview







As of March 31, 2025. All securities held in the Authority's portfolio carry the credit ratings required by Authority's investment policy from at least one rating agency. Callable securities in portfolio are included in the maturity. distribution analysis to their stated maturity date, although they may be called prior to maturity. Includes CAMP, LAIF, San Bernardino County Pool, money market fund, and bank deposits. Detail may not add to total due to rounding.

7

Attachment: SBCTA Portfolio Update - PDF (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

Portfolio Performance

Portfolio Performance: Total Return

Total Return[1,2,3,4,5,6]	Quarter Ended March 31, 2025	Past Year	Past 3 Years	Past 5 Years
SBCTA (PFMAM)	**1.48%**	**5.34%**	**2.74%**	**2.14%**
ICE BAML 1-3 Year U.S. Treasury Index[6]	1.59%	5.42%	3.10%	1.72%

Duration and Yield Information

Effective Duration[6]	March 31, 2025	March 31, 2024
SBCTA (PFMAM)	**1.46**	**1.16**
San Bernardino County Pool	**1.69**	**1.45**
LAIF[8]	**0.67**	**0.62**
ICE BAML 1-3 Year U.S. Treasury Index	1.75	1.74

SBCTA (PFMAM) Yields[7]	March 31, 2025	March 31, 2024
Yield at Market	4.17%	5.02%
Yield at Cost	4.25%	3.41%
Apportionment Rates[8]		
LAIF	4.48%	4.30%
San Bernardino County Pool	4.25%	3.91%

Notes:

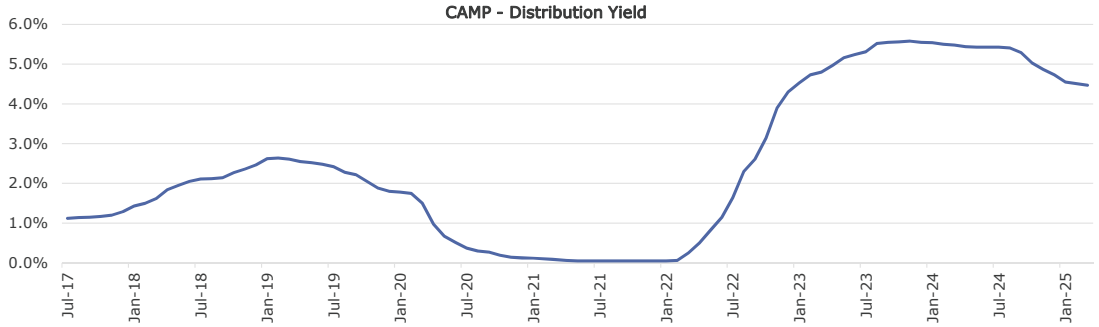
1. *Total return on trade date basis, gross (i.e., before fees), in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).*
2. *Quarterly returns are presented on an unannualized basis. Performance numbers for one year and greater are presented on an annualized basis.*
3. *Performance inception date is June 30, 2006.*
4. *Total return includes realized gains/losses and interest income as well as the market value fluctuations of the portfolio's securities for the period measured.*
5. *Since 6/30/18, the portfolio benchmark has been the ICE BofA 1-3 U.S. Treasury Index. Between 6/30/18 and 6/30/13, the portfolio benchmark was the ICE BofAML 1-5 U.S. Treasury Index. Prior to 6/30/13, there was no benchmark.*
6. *Total return and duration calculations excludes Short-Term, CAMP, and LAIF, San Bernardino County, TDA, and collateralized deposit balances.*
7. *Yield calculation excludes the Short-Term, CAMP, LAIF, the San Bernardino County Pool, money market fund, and collateralized bank deposits.*
8. *LAIF effective duration as of most recent LAIF website data upload. Data as of 03/31/25. Rates for LAIF are based on the pool's quarterly apportionment rate, as reported on the LAIF website. Rates for the County Pool are based on the PFMAM-produced monthly report.*

8

CAMP Pool Yield Information

Current 7-Day Yield [1]	March 31, 2025
CAMP Pool	**4.47%**

Average Distribution Yield [3,4]	Quarter Ended March 31, 2025	Past 12 Months	Since Inception
CAMP Pool	**4.51%**	**5.05%**	**2.46%**



Notes:

1. *The current seven-day yield of the CAMP Cash Reserve Portfolio may, from time to time, be quoted in reports, literature and advertisements published by the Trust. The current seven-day yield, also known as the current annualized yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally $1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. Past performance is not indicative of future results and yields may vary.*
2. *The monthly distribution yield represents the net change in the value of a hypothetical account with a value of one share (normally $1.00 per share) resulting from all dividends declared during a month by the Pool expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month. The monthly distribution yields are sourced from CAMP's website at: https://www.camponline.com.*
3. *The average yield for the CAMP Pool (the "Pool") for any period is the average of the monthly distribution yields for that period.*
4. *The since inception date is July 2017 when the operating account was opened.*

9

Attachment: SBCTA Portfolio Update - PDF (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

Looking Ahead

- Recession probabilities have been slowly rising as the uncertainty from domestic policy clouds the economic outlook.
- Average tariff rate at historically high levels; negotiations of agreements with trading partners remain a focus
- Awaiting changes in economic data as consumer uncertainty remains high
- Fed willing to stay patient but aware of risks
- Key factors in Authority's investment strategy:
  - Maintain broad diversification
  - Continue to coordinate cash flow needs with the Authority
  - Continue to utilize disciplined approach emphasizing risk management

Disclaimer

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NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

Attachment: SBCTA Portfolio Update - PDF (11633 : Investment Policy No. 20100 & Investment Portfolio Update)

Minute Action

AGENDA ITEM: 9

Date: June 4, 2025

Subject:
Capital Projects and Reserves Based on Policy No. 20600 Funding Indirect Costs

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

A. Approve reserves for capital costs of $602,618 and for emergency purposes of $500,000 based on Policy No. 20600, Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan.

B. Review and provide direction relative to budgetary information to be included in the Indirect Fund for the Fiscal Year 2025/2026 Budget.

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

C. Approve the updated Capital Improvement Plan for the Santa Fe Depot and for the Agency's Information Technology systems.

Background:
San Bernardino County Transportation Authority (SBCTA) Policy No. 20600, Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan (CIP), delineates how indirect costs will be funded; establishes reserves for general purposes and capital improvements; establishes a fund to account for the indirect costs and the allocated revenue, fund balance, and reserves; and requires adoption of a five-year CIP as part of the annual budget to identify and plan accordingly for building improvements, maintenance, and information technology needs. Furthermore, the policy establishes a fund balance reserve policy for capital costs and general purposes, such as emergencies and unexpected costs. The General Purpose Reserve shall be at least $500,000 and shall not exceed 20% of indirect costs budgeted for the next budgetary fiscal year. A Capital Improvement Reserve is established for capital costs anticipated in the CIP. The fund balance is available to pay for unexpected costs or cost increases due to cyclical activities.

Exhibit A is a summary of indirect costs of $10,410,964, proposed for Fiscal Year 2025/2026. This represents an increase of $380,497 from the current budget of $10,030,467. Cost increases are primarily related to salaries, professional services, and insurance, which are offset by decreases in consulting services and improvements other than buildings. CIP costs include On-premise migration to Office 365, heating ventilation and air conditioning equipment upgrades (Phase 3), lighting projects, and painting the Depot interior.

Exhibit B is a listing of capital improvement projects for the next five years. Capital projects for Fiscal Year 2025/2026 in the amount of $660,000 are included in the proposed Budget for Fiscal Year 2025/2026.

In accordance with Policy No. 20600, the allocation of revenue to the Indirect Fund is based on the percentage of full-time equivalents budgeted for each major program of SBCTA, except for Finance Department Indirect Costs, which are allocated based on the number of transactions for the recently audited fiscal year. The allocation of revenue for Fiscal Year 2025/2026 also

accounts for a "true-up" of the Fiscal Year 2023/2024 Indirect Fund allocations based on the actual staff time expended, per program, in that year. The Finance Department indirect cost "true up" of the Fiscal Year 2023/2024 Indirect Fund allocation was based on the number of transactions for the recently audited fiscal year for the Finance Department. Additionally, staff recommends budgeting revenues at less than the budgeted expenditures since staff anticipates a carryover balance (revenue exceeding expenditures) of $2,567,791 in the Indirect Fund from current fiscal year operations. Combined with the projected revenue allocation of $8,945,791, less estimated indirect costs of $10,410,694, a balance of $1,102,618 remains for recommended reserves. Staff will continue to monitor fund balances and indirect expenses to mitigate any funding shortfalls.

Per Policy No. 20600, the revenue that can be allocated to fund indirect costs and the reserves is derived from the various funding sources as shown below. The Measure I allocation is 2.2% of projected Measure I Revenue, which is slightly above the calculated share of 1.8% and less than the maximum allowed of 3%. A reconciliation of Fiscal Year 2023/2024 actual Indirect Fund allocations is included in the amounts allocated:

Funding Source	Indirect Costs by full time equivalents	FY 2023/2024 Actual Adjustments	Indirect Costs by # of transactions	FY 2023/2024 Actual Adjustments By # of transactions	Total
Local Transportation Fund-Administration	44,232	819,482	80,588	(44,302)	900,000
Local Transportation Fund-Planning	1,161,978	(112,924)	320,012	105,834	1,474,900
Service Authority for Freeway Emergencies	266,606	(134,978)	254,472	(82,243)	303,857
Council of Governments-Assessment Dues	221,190	(113,387)	68,550	(55,975)	120,378
Council of Governments-Grants	320,342	(177,767)	200,635	137,594	480,804
Council of Governments-Housing Trust	100,626	537	3,009	2,563	106,735
Enterprise Fund - Express Lanes	375,686	(205,045)	23,742	17,841	212,224
Sales Tax MSI-Administration	2,000,000	-	-	-	2,000,000
Sales Tax MSI-Valley Freeway	1,146,627	42,327	386,367	53,819	1,629,140
Sales Tax MSI-Valley Interchange	861,708	376,879	361,217	(54,038)	1,545,766
Sales Tax MSI-Valley Grade Separation	43,636	(53,750)	48,114	40,970	78,970
Sales Tax MSI-Valley Arterial	56,433	2,611	46,656	(53,392)	52,308
Sales Tax MSI-Valley Rail	50,034	(116,705)	49,936	(132,445)	(149,180)
Sales Tax MSI-Valley Bus Rapid Transit	126,252	(109,763)	58,320	24,188	98,997
Sales Tax MSI-Victor Valley Major Local Highway	59,612	(92,010)	43,011	(3,881)	6,732
Sales Tax MSI-North Desert Major Local Highway	20,958	(142,129)	43,011	23,680	(54,480)
Sales Tax MSI-Colorado River Major Local Highway	3,278	14,160	9,477	(1,952)	24,963
Sales Tax MSI-Morongo Basin Major Local Highway	19,142	(9,289)	8,748	(3,826)	14,775
Sales Tax MSI-Mountain Major Local Highway	6,557	13,277	9,841	(2,059)	27,616
Sales Tax MSI-Cajon Pass	12,748	(1,526)	32,440	27,624	71,286
Total	6,897,645	-	2,048,146	-	8,945,791

Staff recommends approval of the Capital Improvement Projects listed in Exhibit B and to maintain a General Purpose Reserve for emergencies of $500,000 and a Capital Improvement Reserve of $602,618 for future projects.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. Capital Projects and Indirect Fund expenditures are included in the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025. SBCTA General Counsel has reviewed this item.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

`San Bernardino County Transportation Authority	**Policy**	**20600**
Adopted by the Board of Directors 1/4/2018	Revised	06/01/2022
Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan	Revision No.	2

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 | Definitions | References | Policy | Revision History |

I. PURPOSE

The purpose of this policy is to define the appropriate charging of indirect costs and the funding sources to be used to cover these costs. This policy also establishes a minimum level of unassigned fund balance designated as a general purpose reserve to meet revenue shortfalls, unanticipated expenditures, economic downturns, or emergencies and establishes an assigned reserve to fund capital improvements necessary for the general operation of San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG). Furthermore, the policy also addresses the circumstances under which the unassigned fund balance can be expended and how it will be replenished if it falls below the established minimum.

II. DEFINITIONS

Capital Improvement Plan: A five year plan for acquisition, improvement, and renovation of the Santa Fe Depot and other infrastructure, as well as capital items such as equipment, vehicles, and technology items in excess of $5,000. It excludes any capital improvements already included in other plans such as the 10-Year Delivery Plan. The approved capital items are to be included in the budget for the Indirect Fund. Improvements to the Santa Fe Depot may include items such as structural improvements; replacement of the roof, HVAC system, carpet, tile, communication systems, or alarm systems; and remodels. Information technology improvements may include items such as software, computers, and servers.

Indirect Costs: Expenses incurred that are not readily identifiable with a particular project or activity but are necessary to the general operation of SBCTA and SBCOG and necessary for staff to perform daily job duties and functions. Costs may include items such as staffing costs, office equipment, professional services, consulting services, maintenance of office equipment, postage, dues and subscriptions, county fee, auditing and accounting, utilities, training/membership, printing, travel, record/equipment storage, meeting, legal fees, maintenance of motor vehicle, advertising, office expense, bank charges, public information activities, contributions/subsidies, computer hardware/software, building maintenance, building structures, and insurance for property, general, umbrella, crime, public official liability, and cyber.

Indirect Fund: A governmental fund that will be used to budget indirect costs and capital improvements necessary for the daily operations of SBCTA and SBCOG and the corresponding revenue allocated to fund those costs.

III. REFERENCES

Ordinance 04-01 provides for the renewal of the half-cent (0.5%) sales tax on taxable retail transactions within the County. Ordinance 04-01 expires on March 31, 2040.

Policy No. 20200 - Fund Balance Reporting

Attachment: Policy 20600 (11634 : Capital Projects and Reserves Based on Policy No. 20600 Funding Indirect Costs)

IV. POLICY

A. Indirect Costs and Funding Sources

Indirect costs will be budgeted at whatever is reasonable and necessary for the general operation of SBCTA and SBCOG and will include capital improvements identified in a five year capital improvement plan that will be updated annually during the budget process. The revenue sources necessary to fund indirect costs will be allocated to the Indirect Fund based on the percentage of full time equivalents (FTE) budgeted for each major program of SBCTA except for the Finance department indirect costs, which will be allocated based on number of transactions in the recently audited fiscal year.

1. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to delivery of the Measure I programs will be used to determine the revenue required from Measure I to fund indirect costs. Up to three percent (3%) of Measure I sales tax revenues will be used to fund these costs. The revenue apportioned to the Senior and Disabled and Local Street Projects (pass through) Programs will continue to be based on the total revenue received. The maximum 3% is in addition to the 1% for administrative costs per Ordinance 04-01. Fund balance in the Measure I Administration fund may be used to buy down the calculated requirement from Measure I programs for funding indirect costs.

2. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to the general transit, planning, fund administration, and traveler services functions will be used to determine the revenue required from the Local Transportation Fund (LTF) to fund indirect costs. Up to one percent (1%) will be funded from an allocation for LTF Administration and up to two percent (2%) will be funded from the allocation for LTF Planning.

3. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to Council of Governments (COG) activities will be used to determine the revenue required from the COG Dues to fund indirect costs.

4. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to the Freeway Service Patrol and Call Box System programs will be used to determine the revenue required from the Service Authority for Freeway Emergencies fund to fund indirect costs.

5. SBCTA staff will continue to actively seek other funding sources as appropriate to fund indirect costs. Any other funding sources added to fund indirect costs will also be based on a percentage of FTE and Finance department indirect costs allocated based on number of transactions

B. Capital Improvement Plan

A five year capital improvement plan will be developed and presented annually during the budget process to the Board for consideration. The plan will identify present and future needs requiring capital infrastructure and options for financing the plan. The plan will be prioritized based on projects that have an associated funding source, elimination of health/safety hazards, and projects that will increase efficiency or reduce operations and maintenance costs.

C. Unassigned Fund Balance –General Purpose Reserve:

An adequate amount of General Purpose Reserve is essential to the financial strength and flexibility of SBCTA. This reserve is intended for unanticipated emergencies and to allow a transition period to fund indirect costs when revenues are reduced due to economic factors or legislation outside of SBCTA's control.

1. When developing the fiscal year budget, SBCTA shall establish an unassigned fund balance designated as General Purpose Reserve for the General Fund targeted at least at $500,000 but not exceeding 20% of the indirect costs budgeted for that fiscal year. A one-time allocation of revenue can be used to establish the reserve or it shall be built-up with fund balance from the Indirect Fund until the established target is achieved. An increase to fund balance results when revenues allocated to the Indirect Fund exceed expenditures. In the event the budgeted expenditures for the Indirect Fund decline from the previous fiscal year, the reserve shall have no

Attachment: Policy 20600 (11634 : Capital Projects and Reserves Based on Policy No. 20600 Funding Indirect Costs)

downward adjustments. Any necessary increases to the reserve shall be made annually during the budget process.

2. Use of the General Purpose Reserve will be limited to nonrecurring expenditures, debt reduction, one-time capital costs, or emergency situations (such as economic conditions or natural disasters). In the event of a decline in revenue that is used to fund the Indirect Fund, the General Purpose Reserve may be used as a temporary means to fund indirect costs until a corrective action is determined.

3. A one-time allocation of revenue can be used to replenish the General Purpose Reserve or it shall be built-up with fund balance from the Indirect Fund.

D. Assigned Fund Balance – Capital Improvement Reserve

A Capital Improvement Reserve will be established to cover forecast costs identified in the capital improvement plan. The Chief Financial Officer, as authorized by Policy 20200 – Fund Balance Reporting, will assign fund balance for specific capital improvement projects based on the approved capital improvement plan for those projects that would not normally be feasible without reserving funding over a multiple year period.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	1/4/2018
1	Revised Section IV, Subsection A to include that when an estimated fund balance is available in the Measure I Administration fund, it may be used to buy down the calculated requirement of Measure I programs to fund indirect costs.	4/1/2020
2	Include Finance department indirect costs allocated based on number of transactions	6/1/2022

Attachment: Policy 20600 (11634 : Capital Projects and Reserves Based on Policy No. 20600 Funding Indirect Costs)

Exhibit A

Budgeted Tasks to Indirect Fund

Object Code		0200	0206	0312	0313	0350	0400	0430	0450	0470	0500	0501	0503	0605	0805	Fiscal Year 2025/2026 Budget	Fiscal Year 2024/2025 Budget
51010	Salaries	$ 489,217	$ 624	$ 6,803	$ 2,274	$ 269,645	$ 836,484	$ 58,330	$ 174,603	$ 132,617	$ 1,971	$ 57,464	$ 245,981	$ 86,866	$ 149,802	**$ 2,512,681**	**$ 2,432,094**
51030	Overtime	14,850	-	-	-	-	14,850	-	-	-	-	-	-	-	-	**29,700**	**29,885**
51990	Fringe	316,504	392	4,272	1,428	169,310	534,552	36,624	109,633	83,270	1,238	36,082	154,451	54,543	94,061	**1,596,360**	**1,819,400**
52001	Professional Services	30,000	-	-	-	10,470	174,260	60,000	320,400	29,855	-	502,500	286,496	120,000	11,625	**1,545,606**	**1,023,928**
52005	Consulting Services	20,000	-	-	-	-	20,000	-	-	-	-	50,000	-	-	-	**90,000**	**290,000**
52015	County Fees	-	-	-	-	-	100,000	-	-	-	-	-	-	-	-	**100,000**	**100,000**
52100	Auditing & Accounting	-	-	-	-	-	315,000	-	-	-	-	-	-	-	-	**315,000**	**315,000**
52200	Legal Fees	-	-	-	-	90,000	-	25,000	25,000	25,000	-	-	-	-	10,000	**175,000**	**135,000**
52300	Claims	-	-	-	-	-	-	85,000	-	-	-	-	-	-	-	**85,000**	**50,000**
52500	Security	-	-	-	-	-	-	-	-	-	-	-	-	-	249,786	**249,786**	**242,510**
53120	Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	190,550	**190,550**	**185,000**
53400	Maintenance-Buildings	-	-	-	-	-	-	-	-	-	-	-	-	-	1,070,551	**1,070,551**	**998,528**
53450	Maintenance-Motor Vehicles	-	-	-	-	-	-	-	2,500	-	-	-	-	-	-	**2,500**	**2,500**
53465	Maintenance-Office Equipment	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,000**	**1,000**
53670	Rentals-Office Equipment	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	**5,000**	**5,000**
54010	General Liability Insurance	-	-	-	-	-	-	275,000	-	-	-	-	-	-	-	**275,000**	**250,000**
54020	Umbrella Liability Insurance	-	-	-	-	-	-	135,000	-	-	-	-	-	-	-	**135,000**	**120,000**
54030	Property Insurance	-	-	-	-	-	-	80,000	-	-	-	-	-	-	-	**80,000**	**64,209**
54040	Crime Insurance	-	-	-	-	-	-	16,500	-	-	-	-	-	-	-	**16,500**	**12,000**
54060	Automotive Insurance	-	-	-	-	-	-	2,000	-	-	-	-	-	-	-	**2,000**	**1,500**
54070	Cyber Insurance	-	-	-	-	-	-	50,000	-	-	-	-	-	-	-	**50,000**	**26,400**
54100	Dues/Memberships	35,000	-	-	-	2,090	13,000	400	-	2,680	-	-	2,000	10,000	-	**65,170**	**64,670**
54200	Training/Registration	7,500	-	-	-	6,200	20,000	3,750	8,000	65,030	-	-	3,000	14,000	-	**127,480**	**96,150**
54300	Postage	1,250	-	-	-	100	2,000	100	3,500	200	-	-	-	-	200	**7,350**	**7,350**
54410	Travel Expense - Employee	8,000	-	-	-	6,000	8,000	3,000	1,000	7,500	-	-	1,500	10,000	-	**45,000**	**44,000**
54430	Travel Expense-Mileage-Employee	1,500	-	-	-	500	4,000	500	200	500	-	-	2,000	2,500	-	**11,700**	**11,400**
54500	Advertising	1,000	-	-	-	-	2,000	750	-	21,100	-	-	-	-	-	**24,850**	**18,800**
54520	Public Information Activities	-	-	-	-	-	-	-	-	-	-	-	-	60,000	-	**60,000**	**60,000**
54590	Printing - External	5,000	-	-	-	-	2,000	-	-	-	-	-	-	-	-	**7,000**	**10,000**
54595	Printing - Internal	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	**5,000**	**5,000**
54640	Communications	-	-	-	-	-	-	-	57,660	-	-	-	-	-	8,600	**66,260**	**50,000**
54655	Record/Equipment Storage	20,000	-	-	-	-	-	-	-	-	-	-	-	-	-	**20,000**	**20,000**
54900	Bank charges	-	-	-	-	-	1,000	-	-	-	-	-	-	-	-	**1,000**	**1,000**
55005	Office Expense	15,000	-	-	-	-	500	-	1,500	1,000	-	-	-	-	14,763	**32,763**	**32,139**
55410	Meeting Expense	3,000	-	-	-	500	500	125	200	25,000	-	-	1,000	2,500	-	**32,825**	**29,200**
56200	Improvements OTBS	-	-	-	-	-	-	-	-	-	-	-	-	-	550,000	**550,000**	**744,618**
56600	Office Furniture & Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	**40,000**	**65,000**
56650	Office Equipment/Software-Inventorial	15,000	-	-	-	-	-	-	448,832	-	-	-	-	-	23,500	**487,332**	**442,186**
56700	Computer Hardware & Software	-	-	-	-	-	-	-	300,000	-	-	-	-	-	-	**300,000**	**225,000**
	Total	$ 993,821	$ 1,016	$ 11,075	$ 3,702	$ 554,815	$ 2,048,146	$ 832,079	$ 1,453,028	$ 393,752	$ 3,209	$ 646,046	$ 696,428	$ 360,409	$ 2,413,438	**$ 10,410,964**	**$ 10,030,467**

Task Descriptions:

0200 - Executive Administration and Support
0206 - Data Program Management
0313 - Transit Right of Way Managemen
0350 - General Counsel
0450 - Management Servic
0470 - Human Resources
0501 - Intergovernmental
0503 - Legislation
0805 - Building Operation

Increase from Fiscal Year 2024 Budget	$ 380,497

Attachment: Indirect PDF 2026 (11634 : Capital Projects and Reserves Based on Policy No. 20600

Exhibit B

Capital Projects Plan

Fiscal Year	Item Description	Estimated Cost
2025/2026	Migration to Microsoft Teams as a Phone System	40,000
	Sharepoint Migration from OnPremise to Office 365	75,000
	Applicant Tracking System (Could be part of Enterprise Resource Planning (ERP) system)	25,000
	Heating, Ventilation, & Air Conditioning (HVAC) Equipment Upgrade-Phase III	170,000
	Retrofit (LED) East Lot Parking Lights and SBCTA Interior Lights	150,000
	SBCTA Interior Paint	150,000
	Upgrade Existing CCTV Cameras	50,000
	Total Fiscal Year 2025/2026	$ 660,000
2026/2027	Irrigation System Upgrade for All Landscaping (Drip System and Install a Smart Controller)	50,000
	Exterior Painting	200,000
	Lift (2) Modernization	100,000
	Paint Lobby and Restroom Walls/Partition Doors Estimate Cost	67,618
	Tile Lobby Restrooms Upgrade	20,000
	Switch infrastructure replacement	50,000
	Total Fiscal Year 2026/2027	$ 487,618
2027/2028	Workstation Rotation Plan Group A	75,000
	Tile Lobby Exterior Door Restoration and Nearby Window Trim	25,000
	Pump House Chemical Treatment Equipment Upgrade	15,000
	Total Fiscal Year 2027/2028	$ 115,000
2028/2029	Workstation Rotation Plan Group B	75,000
	Replace Depot's Roof	150,000
	Total Fiscal Year 2028/2029	$ 225,000
2029/2030	Parking Lot Slurry Seal/Stencil	200,000
	Total Fiscal Year 2029/2030	$ 200,000
	Total Capital Projects	$ 1,687,618

Beginning Fund Balance	$	2,567,791
Estimated Revenues:		
Measure I (MSI)		5,346,893
Transportation Development Act (TDA)		2,374,900
Service Authority for Freeway Emergencies (SAFE)		303,857
Council of Governments (COG)		707,917
Express Lanes		212,224
Total revenues to fund indirect		8,945,791
Indirect expenditures		10,410,964
Amount available for Reserves	$	1,102,618
Reserve for Emergencies	$	500,000
Reserve for Capital Projects	$	602,618

Attachment: Capital Projects PDF 2026 (11634 : Capital Projects and Reserves Based on Policy No. 20600 Funding Indirect Costs)

Minute Action

AGENDA ITEM: 10

Date: June 4, 2025

Subject:
Amendment No. 1 to Agreement No. 21-1002566 - TIFIA Loan and Amendment No. 1 to Master Indenture

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

A. Approve Amendment No. 1 to the Transportation Infrastructure Finance and Innovation Act Loan Agreement No. 21-1002566 to extend the due date for reporting the result from the rate coverage test, and to remove the references to the Interstate 15 (I-15) Corridor Project.

B. Approve Amendment No. 1 to the Master Indenture for the Toll Revenue Bond (I-10 Corridor Contract 1 Project) to extend the due date for reporting the result from the rate coverage test, and to remove the references to the I-15 Corridor Project.

Background:
The Interstate 10 (I-10) Corridor Contract 1 Project (Project) involves the design and construction of tolled Express Lanes on I-10 from the Los Angeles/San Bernardino County line to the I-10/Interstate 15 (I-15) interchange. The financing for the Project includes a loan from the United States Department of Transportation under the Transportation Infrastructure Finance and Innovation Act (TIFIA) program.

San Bernardino County Transportation Authority (SBCTA) also entered into a Master Indenture with U.S. Bank National Association (Trustee) for the Toll Revenue Bond (I-10 Corridor Contract 1 Project).

The express lanes were opened to vehicular traffic on August 28, 2024**.**

Per the TIFIA Loan Agreement and the Master Indenture, SBCTA should perform a Rate Coverage Test, and report the result to TIFIA within 15 days from the Calculation Date for each Calculation Period through the Final Maturity Date.

As defined in the TIFIA Loan Agreement and the Master Indenture, the Calculation Date is June 30 and December 31 occurring after the Substantial Completion Date, and the Calculation Period is a 12-month period ending on a Calculation Date. Final Maturity Date means the earlier of (a) the Semi-Annual Payment Date occurring immediately prior to the 35th anniversary of the Substantial Completion Date and (b) December 31, 2057.

Extending the reporting due date of the Rate Coverage Test will give staff 30 days, rather than 15, to gather the necessary information for the report, perform the Rate Coverage Test, and compile the report to be submitted to the TIFIA program and the Trustee.

In addition, the TIFIA Loan Agreement and the Master Indenture currently make reference to the I-15 Corridor Project. As the I-15 Corridor Project does not utilize the TIFIA program, it should

not be subject to the requirements in the TIFIA Loan Agreement and the Master Indenture, and its reference should be removed from the TIFIA Loan Agreement and the Master Indenture.

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 (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Contract Summary Sheet

General Contract Information

Contract No: 21-1002566 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 03255 Vendor Name: Federal Highway Administration

Description: I-10 CT1 Project (TIFIA 20211004A)-Loan: fee, audits, legal/financial advisor, and interest.

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	406,680,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**406,680,000.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**406,680,000.0**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11637

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A N/A

Local Funding Agreement N/A

Accounts Payable

Estimated Start Date: 04/23/2021 Expiration Date: 12/31/2057 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 406,680,000.00	Total Contingency: $ -
GL:	7550	70	0750	0000	66100	44001000		Sales Tax-MSI	850,000.00	-
GL:	4110	40	0820	0823	52100	41100000		Sales Tax-MSI	30,000.00	-
GL:	4110	40	0820	0823	52150	41100000		Sales Tax-MSI	800,000.00	-
GL:	7550	70	0750	0000	66200	44001000		Sales Tax-MSI	180,000,000.00	-
GL:	7550	70	0750	0000	66300	44001000		Sales Tax-MSI	225,000,000.00	-
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Lisa Lazzar
Project Manager (Print Name)

Lisa Lazzar/Kristi Harris
Task Manager (Print Name)

Additional Notes: When operations commence, Toll Revenue will fund the interest, Tifia fee, audits, and will eventually repay MSI-FWY for TIFIA's Legal and financial advisory cost. Toll operations will be recorded in fund 7550 I-10 contract 1 Express lanes. $850,000-Tifia Annual Loan Fee, $30,000-Tifia Audits, $800,000 Tifia Legal &Financial Cost, $180,000,000 Tifia Loan interest cost and principal loan amount for $225,000,000.

Attachment: 21-1002566 (TIFIA) - CSS - Revised - 08-25-2022 10.11am (11637 : Amendment No. 1 to Agreement No. 21-1002566 - TIFIA Loan and

AMENDMENT NO. 1 TO LOAN AGREEMENT NO. 21-1002566

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND UNITED STATES DEPARTMENT OF TRANSPORTATION

FOR

TRANSPORTATION INFRASTRUCTURE FINANCE AND INNOVATION ACT PROGRAM

This AMENDMENT No. 1 ("**Amendment**") to Loan Agreement No. 21-1002566 (the "**Agreement**") is made by and between the San Bernardino County Transportation Authority, a public entity duly existing under the laws of the State of California, with an address of 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715 (the "**Borrower**"), and the **United States Department of Transportation**, an agency of the United States of America, acting by and through the Executive Director of the Build America Bureau (the "**Executive Director**"), with an address of 1200 New Jersey Avenue, S.E., Washington, D.C. 20590 (the "**TIFIA Lender**"). SBCTA and USDOT are each a "Party" and collectively "Parties" herein.

RECITALS:

A. **WHEREAS,** On June 17, 2021, the Parties entered into a Transportation Infrastructure Finance and Innovation Act Loan Agreement No. 21-1002566, to provide financing for the Interstate 10 (I-10) Corridor Contract 1 Project (Project); and

B. **WHEREAS**, The Parties desire to amend the TIFIA Loan Agreement to extend the due date for reporting the result from the rate coverage test, and to remove references to the I-15 Corridor Project.

NOW THEREFORE, the Parties mutually agree to amend the Loan Agreement No. 21-1002566 as follows:

1. **In Section 1. Definitions, DELETE,** ""Additional Project" means the I-10 Corridor Contract 2 Project, the I-15 Corridor Project, the I-15 Corridor Future Project, and any addition, acquisition, improvement, betterment, extension or equipping of, or relating to, the Toll Road or any additional capital project extending, improving or otherwise related to the Borrower's tolling program that the Borrower determines or proposes to finance pursuant to the Indenture." and **REPLACE** it as follows: ""Additional Project" means the I-10 Corridor Contract 2 Project, and any addition, acquisition, improvement, betterment, extension or equipping of, or relating to, the Toll Road or any additional capital project extending, improving or otherwise related to the Borrower's tolling program that the Borrower determines or proposes to finance pursuant to the Indenture."

2. **In Section 1. Definitions, DELETE**, in its entirety: ""I-15 Corridor Future Project" means the development, design, construction, right-of-way acquisition, utilities adjustment, operation and maintenance, repair, rehabilitation, reconstruction, financing, administration, or any combination of these, including the establishment of reserves for such purposes, with respect to the I-15 express lanes in San Bernardino County, including the construction of tolled express lanes extending approximately 20 miles from Duncan Canyon Road in the City of Fontana to US-395 in the City of Hesperia and the installation of an electronic toll enforcement and collection system."

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Attachment: 21-1002566 TIFIA Agreement - Amendment No. 1-PDF (11637 : Amendment No. 1 to Agreement No. 21-1002566 - TIFIA Loan and

3. **In Section 1. Definitions, DELETE**, in its entirety: "'I-15 Corridor Project' means the development, design, construction, right-of-way acquisition, utilities adjustment, operation and maintenance, repair, rehabilitation, reconstruction, financing, administration, or any combination of these, including the establishment of reserves for such purposes, with respect to the I-15 express lanes in San Bernardino County, including the construction of tolled express lanes extending approximately 14 miles from Cantu-Galleano Ranch Road in Riverside County to Duncan Canyon Road in the City of Fontana and the installation of an electronic toll enforcement and collection system."

4. **In Section 10. Prepayment, (a) Mandatory Prepayments, DELETE** "(i) on each Semi-Annual Payment Date occurring on or after the earlier of (A) completion of both the I-10 Contract 2 and I-15 Corridor Projects and (B) the fifteenth (15th) anniversary of the Substantial Completion Date, in an amount equal to fifty percent (50%) of the amounts on deposit in the Residual Fund on such date, after repayment of all Measure I Investment amounts (plus any interest accrued thereon in accordance with this Agreement) due on such date; provided that such prepayments shall only occur if the Residual Release Conditions have been met as of such date;" and **REPLACE** it as follows: "(i) on each Semi-Annual Payment Date occurring on or after the earlier of (A) completion of the I-10 Contract 2 Corridor Project and (B) the fifteenth (15th) anniversary of the Substantial Completion Date, in an amount equal to fifty percent (50%) of the amounts on deposit in the Residual Fund on such date, after repayment of all Measure I Investment amounts (plus any interest accrued thereon in accordance with this Agreement) due on such date; provided that such prepayments shall only occur if the Residual Release Conditions have been met as of such date;".

5. **In Section 16. Affirmative Covenants, Subsection (l) Rate Coverage, DELETE**, "Within fifteen (15) days after each Calculation Date occurring on or after the first anniversary of the Substantial Completion Date, the Borrower shall deliver to the TIFIA Lender a report setting forth the Net Revenues for such Calculation Period, including a written explanation of whether such revenues were sufficient to meet the Rate Coverage Test, and calculations of each of the ratios listed in clause (i) above.", and **REPLACE** it as follows: "Within thirty (30) days after each Calculation Date occurring on or after the first anniversary of the Substantial Completion Date, the Borrower shall deliver to the TIFIA Lender a report setting forth the Net Revenues for such Calculation Period, including a written explanation of whether such revenues were sufficient to meet the Rate Coverage Test, and calculations of each of the ratios listed in clause (i) above."

6. Except as amended by this Amendment No. 1, all other provisions of the Agreement as previously amended shall remain in full force and effect.

7. The Recitals set forth above are incorporated herein by this reference.

8. Pursuant to the Section 9.01(j) of the Indenture, the TIFIA Lender hereby consents to the amendment of the Indenture pursuant to the execution and delivery of the Third Supplemental Indenture, dated as of April 1, 2025, by and between the Borrower and the Trustee.

9. This Amendment No. 1 shall be effective upon execution by both Parties.

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

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Attachment: 21-1002566 TIFIA Agreement - Amendment No. 1-PDF (11637 : Amendment No. 1 to Agreement No. 21-1002566 - TIFIA Loan and

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 below.

UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Executive Director of the Build America Bureau

By: _____

Dr. Morteza Farajian
Executive Director, Build America Bureau

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____

Ray Marquez
Board President

Date: _____

APPROVED AS TO FORM

By: _____

Julianna K. Tillquist
General Counsel

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Attachment: 21-1002566 TIFIA Agreement - Amendment No. 1-PDF (11637 : Amendment No. 1 to Agreement No. 21-1002566 - TIFIA Loan and

THIRD SUPPLEMENTAL INDENTURE
BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
As Successor Trustee

Dated as of April 1, 2025

Relating to the

San Bernardino County Transportation Authority
Toll Revenue Second Lien Obligaiton, 2021 TIFIA Series

(Supplementing the Master Indenture (I-10 Corridor Contract 1 Project)
Dated as of April 1, 2019)

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21-1002566-01

Attachment: Master Indenture - Amendment No. 1-PDF (11637 : Amendment No. 1 to Agreement No. 21-1002566 - TIFIA Loan and Amendment

Attachment: Master Indenture - Amendment No. 1-PDF (11637 : Amendment No. 1 to Agreement No. 21-1002566 - TIFIA Loan and Amendment

THIS THIRD SUPPLEMENTAL INDENTURE, dated as of April 1, 2025 (this "Third Supplemental Indenture") between the San Bernardino County Transportation Authority (the "Authority"), and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, as successor trustee (together with any successor thereto the "**Trustee**").

RECITALS:

A. **WHEREAS,** this Third Supplemental Indenture is supplemental to the Master Indenture (I-10 Corridor Contract 1 Project), dated as of April 1, 2019 (the "Master Indenture" and, as supplemented and amended from time to time pursuant to its terms, "the Indenture"); and

B. **WHEREAS**, the Authority pursuant to Section 9.01(k) of the Master Indenture desires to amend the Master Indenture to extend the due date for reporting the result from the rate coverage test, and to remove references to the I-15 Corridor Project to conform the Master Indenture to amendments made to the TIFIA Loan Agreement.

NOW THEREFORE, the Parties mutually agree to amend the Master Indenture as follows:

1. **In Section, WITNESSETH, DELETE**, "WHEREAS, pursuant to Streets and Highways Code Sections 149.7 and 149.11 (collectively, the "Toll Act"), the Authority is authorized to conduct, administer, and operate a value-pricing program in the Interstate 10 corridor (together with certain connecting facilities, as applicable, the "I-10 Corridor"), and Interstate 15 corridor (together with certain connecting facilities, as applicable, the "I-15 Corridor" and, collectively, the "Toll Corridors"), each in the County of San Bernardino and, as applicable, as extended into other counties pursuant to law, including setting, levying and collecting tolls, user fees, or other similar charges, and incidental or related fees or charges, payable for use of high-occupancy toll lanes or other toll facilities (the "Toll Program");", and **REPLACE** it as follows: "WHEREAS, pursuant to Streets and Highways Code Sections 149.7 and 149.11 (collectively, the "Toll Act"), the Authority is authorized to conduct, administer, and operate a value-pricing program in the Interstate 10 corridor (together with certain connecting facilities, as applicable, the "I-10 Corridor" or the "Toll Corridors"), in the County of San Bernardino and, as applicable, as extended into other counties pursuant to law, including setting, levying and collecting tolls, user fees, or other similar charges, and incidental or related fees or charges, payable for use of high-occupancy toll lanes or other toll facilities (the "Toll Program");"

2. **In Section 1. Definitions, DELETE,** ""Additional Project" means the I-10 Corridor Contract 2 Project, the I-15 Corridor Project and the I-15 Corridor Future Project and any addition, acquisition, improvement, betterment, extension or equipping of or relating to the Toll Road or any additional capital project extending, improving or otherwise related to the Toll Program that the Authority determines to finance pursuant to this Indenture, provided that, any financing of the I-10 Corridor 2 Project, the I-15 Corridor Project and the I-15 Corridor Future Project, or any such other addition that will be repaid in whole or in part with Revenues must comply with (i) the terms of Section 3.01(b) hereof, and (ii) for so long as any Obligation in the form of the TIFIA Loan is Outstanding, the requirements of the TIFIA Loan Agreement.", and **REPLACE** it as follows: ""Additional Project" means the I-10 Corridor Contract 2 Project and any addition, acquisition, improvement, betterment, extension or equipping of or relating to the Toll Road or any additional capital project extending, improving or otherwise related to the Toll Program that the Authority determines to finance pursuant to this Indenture, provided that, any financing of the I-10 Corridor 2 Project, or any such other addition that will be repaid in whole or in part with Revenues must comply with (i)

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Attachment: Master Indenture - Amendment No. 1-PDF (11637 : Amendment No. 1 to Agreement No. 21-1002566 - TIFIA Loan and Amendment

the terms of Section 3.01(b) hereof, and (ii) for so long as any Obligation in the form of the TIFIA Loan is Outstanding, the requirements of the TIFIA Loan Agreement."

3. **In Section 1. Definitions, DELETE,** ""Toll Corridors" means the Interstate 10 corridor (together with certain connecting facilities, as applicable), and Interstate 15 corridor (together with certain connecting facilities, as applicable), each in the County of San Bernardino, together with any additional transportation corridor in which the Authority is authorized by law to operate the Toll Program.", and **REPLACE** it as follows: "Toll Corridors" means the Interstate 10 corridor (together with certain connecting facilities, as applicable), in the County of San Bernardino, together with any additional transportation corridor in which the Authority is authorized by law to operate the Toll Program."

4. **In Section 1. Definitions, DELETE**, in its entirety: ""I-15 Corridor Future Project" means the development, design, construction, right-of-way acquisition, utilities adjustment, operation and maintenance, repair, rehabilitation, reconstruction, financing, administration, or any combination of these including the establishment of reserves for such purposes, with respect to the I-15 express lanes in the County, including the construction of tolled express lanes extending approximately 20 miles from Duncan Canyon Road in the City of Fontana to US-395 in the City of Hesperia and the installation of an electronic toll enforcement and collection system."

5. **In Section 1. Definitions, DELETE**, in its entirety: ""I-15 Corridor Project" means the development, design, construction, right-of-way acquisition, utilities adjustment, operation and maintenance, repair, rehabilitation, reconstruction, financing, administration, or any combination of these including the establishment of reserves for such purposes, with respect to the I-15 Express Lanes in the County, including the construction of tolled express lanes extending approximately 14 miles from Cantu-Galleano Ranch Road in Riverside County to Duncan Canyon Road in the City of Fontana and the installation of an electronic toll enforcement and collection system."

6. **In Section 5.12 Residual Fund, (d) Mandatory Prepayment of TIFIA Loan After Residual Release Conditions, DELETE**, "(1) such mandatory prepayments of the TIFIA Loan shall not be made before the earlier of (a) the date as of which each of the I-10 Corridor Contract 1 Project, the I-10 Corridor Contract 2 Project, the I-15 Corridor Project, and the I-15 Corridor Future Project has achieved substantial completion or (b) the date that is the fifteenth (15th) anniversary of the Substantial Completion Date of the I-10 Corridor Contract 1 Project." and **REPLACE** it as follows: "(1) such mandatory prepayments of the TIFIA Loan shall not be made before the earlier of (a) the date as of which each of the I-10 Corridor Contract 1 Project and the I-10 Corridor Contract 2 Project has achieved substantial completion or (b) the date that is the fifteenth (15th) anniversary of the Substantial Completion Date of the I-10 Corridor Contract 1 Project."

7. **In Section 6.03. Toll and Revenue Covenants, Subsection (b), DELETE**, "Beginning with the Calculation Date following the Substantial Completion Date for the I-10 Corridor Contract 1 Project, the Authority covenants: (i) to compute Net Revenue for the Calculation Period ending on such Calculation Date and each Calculation Period thereafter and the ratios described in Section 6.03(a)(1), (2) and (3) (each, a "Coverage Ratio") not later than 15 days after such Calculation Date and each Calculation Date thereafter (such date of computation being hereinafter referred to as a "Coverage Calculation Date");", and **REPLACE** it as follows: "Beginning with the Calculation Date following the Substantial Completion Date for the I-10 Corridor Contract 1 Project, the Authority covenants: (i) to compute Net Revenue for the Calculation Period ending on such Calculation Date and each Calculation Period thereafter and the ratios described in Section 6.03(a)(1), (2) and (3) (each, a "Coverage Ratio") not later than 30 days after such Calculation Date and each Calculation Date thereafter (such date of computation being hereinafter referred to as a "Coverage Calculation Date");"

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8. **In Section 6.03. Toll and Revenue Covenants, Subsection (b), DELETE**, "Within 15 days after the end of each Calculation Period ending after the Substantial Completion Date for the I-10 Corridor Contract 1 Project, the Authority will file with the Trustee and, while the TIFIA Loan is outstanding, the TIFIA Lender a report setting forth the Net Revenue for such Calculation Period.", and **REPLACE** it as follows: "Within 30 days after the end of each Calculation Period ending after the Substantial Completion Date for the I-10 Corridor Contract 1 Project, the Authority will file with the Trustee and, while the TIFIA Loan is outstanding, the TIFIA Lender a report setting forth the Net Revenue for such Calculation Period."

9. Capitalized but undefined terms shall have the meanings ascribed to such terms in the Indenture.

10. Save and except as amended and supplemented by this Third Supplemental Indenture, the Indenture shall remain in full force and effect.

11. This Third Supplemental Indenture shall take effect upon its execution and delivery.

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

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Attachment: Master Indenture - Amendment No. 1-PDF (11637 : Amendment No. 1 to Agreement No. 21-1002566 - TIFIA Loan and Amendment

IN WITNESS WHEREOF, the parties hereto have executed this Third Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

By: _____
Authorized Officer

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Ray Marquez
Board President

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Countersigned:

By: _____
Marleana Roman
Clerk of the Board of Directors

DRAFT

Attachment: Master Indenture - Amendment No. 1-PDF (11637 : Amendment No. 1 to Agreement No. 21-1002566 - TIFIA Loan and Amendment

Minute Action

AGENDA ITEM: 11

Date: June 4, 2025

Subject:
Employer Retirement Contribution Advance Payment

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

Authorize an advance payment of $1,200,000 to the San Bernardino County Employees' Retirement Association by July 1, 2025, for San Bernardino County Transportation Authority's estimated annual retirement contribution for Fiscal Year 2025/2026.

Background:
San Bernardino County Transportation Authority (SBCTA) can take advantage of savings by advancing payment of the estimated annual retirement contribution to the San Bernardino County Employees' Retirement Association (Board of Retirement), provided that the payment is received by July 1, 2025. This amount differs from the advance payment of the Unfunded Actuarial Accrued Liability that was paid in early 2024. The amount included in this request is the ongoing cost of the employer contribution that is due each pay period by SBCTA. The total estimated employer contribution for Fiscal Year 2025/2026 is $1,428,967 or $54,960 per pay period, which is included in the Proposed Budget as a fringe cost. Fringe costs are allocated to funds where salary expenditures are recorded. The funds supporting salaries and fringe include various Measure I programs, Local Transportation Funds, Service Authority for Freeway Emergencies, Express Lanes Operations, and Council of Governments.

SBCTA requested prepayment discount calculations for three scenarios (detailed below) from the Board of Retirement's actuarial consultant, Segal. The results of the calculations are as follows:

	Prepayment	Biweekly Contributions	Total Contributions	Discount
Option 1	1,400,000.00	55,788.46	1,450,499.86	50,499.86
Option 2	1,200,000.00	47,818.68	1,243,285.60	43,285.60
Option 3	1,000,000.00	39,848.90	1,036,071.33	36,071.33

SBCTA recommends Option 2 to ensure that the biweekly prepayment remains lower than the actual cost on a biweekly basis. Annually, SBCTA staff will request the Board of Directors' approval to prepay the retirement contribution, resulting in savings to SBCTA.

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.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Entity: San Bernardino County Transportation Authority

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Segal

Molly Calcagno, ASA, EA, MAAA
Senior Actuary
T 415-263-8237
mcalcagno@segalco.com

180 Howard Street
Suite 1100
San Francisco, CA 94105-6147
segalco.com

Attachment: LTR, 05111-001, SBCERA SBCTA Prepayment Contributions for FY 2025–2026 - CLIENT(5942605.3) (11635 : Employer Retirement

April 29, 2025

Ms. Debby Cherney
Chief Executive Officer
San Bernardino County Employees' Retirement Association
348 W Hospitality Lane, Suite 100
San Bernardino, CA 92408

Re: San Bernardino County Employees' Retirement Association (SBCERA)
San Bernardino County Transportation Authority (SBCTA) employer contribution prepayment on July 1, 2025 for fiscal year 2025-2026

Dear Debby:

We understand that SBCTA intends to prepay a portion of their total contributions on July 1, 2025 under one of three potential prepayment scenarios:

1. $1,400,000 prepayment, or
2. $1,200,000 prepayment, or
3. $1,000,000 prepayment.

As requested by SBCERA, we have calculated the equivalent biweekly contribution based on these prepayment scenarios for SBCTA based on the 26 biweekly payroll periods for fiscal year 2025–2026.

Scenario 1: $1,400,000 prepayment

As shown on **Exhibit A**, we determined that if SBCTA were to make a prepayment amount of $1,400,000 on July 1, 2025, that amount would be equivalent to a biweekly contribution of $55,788.46 starting on July 25, 2025 for the fiscal year 2025-2026 (or a total of $1,450,499.86 for the 26 biweekly pay periods) based on an interest rate of 6.75% per annum. The prepayment reflects an interest discount of $50,499.86 for paying the contributions earlier than the biweekly payment timing that we have anticipated in our valuation.

Scenario 2: $1,200,000 prepayment

As shown on **Exhibit B**, we determined that if SBCTA were to make a prepayment amount of $1,200,000 on July 1, 2025, that amount would be equivalent to a biweekly contribution of $47,818.68 starting on July 25, 2025 for the fiscal year 2025-2026 (or a total of $1,243,285.60 for the 26 biweekly pay periods) based on an interest rate of 6.75% per annum. The prepayment reflects an interest discount of $43,285.60 for paying the contributions earlier than the biweekly payment timing that we have anticipated in our valuation.

Scenario 3: $1,000,000 prepayment

As shown on **Exhibit C**, we determined that if SBCTA were to make a prepayment amount of $1,000,000 on July 1, 2025, that amount would be equivalent to a biweekly contribution of $39,848.90 starting on July 25, 2025 for the fiscal year 2025-2026 (or a total of $1,036,071.33 for the 26 biweekly pay periods) based on an interest rate of 6.75% per annum. The prepayment reflects an interest discount of $36,071.33 for paying the contributions earlier than the biweekly payment timing that we have anticipated in our valuation.

Other considerations

We understand that the use of a discount rate for prepayments that is 0.50% less than the investment return assumption used in the annual actuarial valuation (currently 7.25%) was approved by the Board in July 2017.

The actuarial calculations contained in this letter were prepared under my supervision. I am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

Please let us know if you have any questions.

Sincerely,

Molly Calcagno, ASA, EA, MAAA
Senior Actuary

JY/elf

Enclosures

cc: Christina Cintron
Jawnalee Martin
Amy McInerny

Disclaimer

This document has been prepared for the exclusive use and benefit of SBCERA, based upon information provided by SBCERA or otherwise made available to Segal at the time this document was created. Segal makes no representation or warranty as to the accuracy of any forward-looking statements and does not guarantee any particular outcome or result. This letter should only be copied, reproduced, or shared with other parties in its entirety as necessary for the proper administration of the Plan. This document does not constitute legal, tax or investment advice or create or imply a fiduciary relationship. You are encouraged to discuss any issues raised with your legal, tax and other advisors before taking, or refraining from taking, any action.

Attachment: LTR, 05111-001, SBCERA SBCTA Prepayment Contributions for FY 2025–2026 - CLIENT(5942605.3) (11635 : Employer Retirement

Exhibit A

Scenario 1: $1,400,000 prepayment

Prepayment of Portion of San Bernardino County Transportation Authority Employer Contributions on July 1, 2025 for Fiscal Year 2025–2026

Payment Date	Biweekly Contribution Requirement	Interest*	Principal	Outstanding Balance of Prepaid Contributions
07/01/2025	N/A	N/A	N/A	$1,400,000.00
07/25/2025	$55,788.46	$6,025.90	$49,762.56	1,350,237.44
08/08/2025	55,788.46	3,387.13	52,401.33	1,297,836.11
08/22/2025	55,788.46	3,255.68	52,532.78	1,245,303.33
09/05/2025	55,788.46	3,123.90	52,664.56	1,192,638.77
09/19/2025	55,788.46	2,991.79	52,796.67	1,139,842.10
10/03/2025	55,788.46	2,859.35	52,929.11	1,086,912.99
10/17/2025	55,788.46	2,726.57	53,061.89	1,033,851.10
10/31/2025	55,788.46	2,593.46	53,195.00	980,656.10
11/14/2025	55,788.46	2,460.02	53,328.44	927,327.66
11/28/2025	55,788.46	2,326.24	53,462.22	873,865.44
12/12/2025	55,788.46	2,192.13	53,596.33	820,269.11
12/26/2025	55,788.46	2,057.68	53,730.78	766,538.34
01/09/2026	55,788.46	1,922.90	53,865.56	712,672.77
01/23/2026	55,788.46	1,787.77	54,000.69	658,672.08
02/06/2026	55,788.46	1,652.31	54,136.15	604,535.93
02/20/2026	55,788.46	1,516.51	54,271.95	550,263.98
03/06/2026	55,788.46	1,380.36	54,408.10	495,855.88
03/20/2026	55,788.46	1,243.88	54,544.58	441,311.30
04/03/2026	55,788.46	1,107.05	54,681.41	386,629.89
04/17/2026	55,788.46	969.88	54,818.58	331,811.31
05/01/2026	55,788.46	832.36	54,956.10	276,855.21
05/15/2026	55,788.46	694.50	55,093.96	221,761.25
05/29/2026	55,788.46	556.30	55,232.16	166,529.09
06/12/2026	55,788.46	417.75	55,370.71	111,158.38
06/26/2026	55,788.46	278.85	55,509.61	55,648.76
07/10/2026	55,788.36	139.60	55,648.76	0.00
Total	**$1,450,499.86**	**$50,499.86**	**$1,400,000.00**	
	Undiscounted Contributions	**Interest Credited**	**Discounted Contributions**	

Contribution discount percentage of 96.52%

* Based on compound interest at an effective interest rate of 6.75% per annum.

Attachment: LTR, 05111-001, SBCERA SBCTA Prepayment Contributions for FY 2025–2026 - CLIENT(5942605.3) (11635 : Employer Retirement

Exhibit B

Scenario 2: $1,200,000 prepayment

Prepayment of Portion of San Bernardino County Transportation Authority Employer Contributions on July 1, 2025 for Fiscal Year 2025–2026

Payment Date	Biweekly Contribution Requirement	Interest*	Principal	Outstanding Balance of Prepaid Contributions
07/01/2025	N/A	N/A	N/A	$1,200,000.00
07/25/2025	$47,818.68	$5,165.06	$42,653.62	1,157,346.38
08/08/2025	47,818.68	2,903.26	44,915.42	1,112,430.96
08/22/2025	47,818.68	2,790.58	45,028.10	1,067,402.86
09/05/2025	47,818.68	2,677.63	45,141.05	1,022,261.81
09/19/2025	47,818.68	2,564.39	45,254.29	977,007.52
10/03/2025	47,818.68	2,450.87	45,367.81	931,639.71
10/17/2025	47,818.68	2,337.06	45,481.62	886,158.09
10/31/2025	47,818.68	2,222.97	45,595.71	840,562.38
11/14/2025	47,818.68	2,108.59	45,710.09	794,852.28
11/28/2025	47,818.68	1,993.92	45,824.76	749,027.53
12/12/2025	47,818.68	1,878.97	45,939.71	703,087.82
12/26/2025	47,818.68	1,763.73	46,054.95	657,032.86
01/09/2026	47,818.68	1,648.20	46,170.48	610,862.38
01/23/2026	47,818.68	1,532.38	46,286.30	564,576.08
02/06/2026	47,818.68	1,416.26	46,402.42	518,173.66
02/20/2026	47,818.68	1,299.86	46,518.82	471,654.84
03/06/2026	47,818.68	1,183.17	46,635.51	425,019.33
03/20/2026	47,818.68	1,066.18	46,752.50	378,266.83
04/03/2026	47,818.68	948.90	46,869.78	331,397.05
04/17/2026	47,818.68	831.32	46,987.36	284,409.70
05/01/2026	47,818.68	713.45	47,105.23	237,304.47
05/15/2026	47,818.68	595.29	47,223.39	190,081.08
05/29/2026	47,818.68	476.83	47,341.85	142,739.23
06/12/2026	47,818.68	358.07	47,460.61	95,278.61
06/26/2026	47,818.68	239.01	47,579.67	47,698.95
07/10/2026	47,818.60	119.65	47,698.95	0.00
Total	**$1,243,285.60**	**$43,285.60**	**$1,200,000.00**	
	Undiscounted Contributions	**Interest Credited**	**Discounted Contributions**	

Contribution discount percentage of 96.52%

* Based on compound interest at an effective interest rate of 6.75% per annum.

Attachment: LTR, 05111-001, SBCERA SBCTA Prepayment Contributions for FY 2025–2026 - CLIENT(5942605.3) (11635 : Employer Retirement

Exhibit C

Scenario 3: $1,000,000 prepayment

Prepayment of Portion of San Bernardino County Transportation Authority Employer Contributions on July 1, 2025 for Fiscal Year 2025–2026

Payment Date	Biweekly Contribution Requirement	Interest*	Principal	Outstanding Balance of Prepaid Contributions
07/01/2025	N/A	N/A	N/A	$1,000,000.00
07/25/2025	$39,848.90	$4,304.22	$35,544.68	964,455.32
08/08/2025	39,848.90	2,419.38	37,429.52	927,025.79
08/22/2025	39,848.90	2,325.49	37,523.41	889,502.38
09/05/2025	39,848.90	2,231.36	37,617.54	851,884.84
09/19/2025	39,848.90	2,136.99	37,711.91	814,172.93
10/03/2025	39,848.90	2,042.39	37,806.51	776,366.42
10/17/2025	39,848.90	1,947.55	37,901.35	738,465.07
10/31/2025	39,848.90	1,852.47	37,996.43	700,468.64
11/14/2025	39,848.90	1,757.16	38,091.74	662,376.90
11/28/2025	39,848.90	1,661.60	38,187.30	624,189.60
12/12/2025	39,848.90	1,565.81	38,283.09	585,906.51
12/26/2025	39,848.90	1,469.77	38,379.13	547,527.38
01/09/2026	39,848.90	1,373.50	38,475.40	509,051.98
01/23/2026	39,848.90	1,276.98	38,571.92	470,480.06
02/06/2026	39,848.90	1,180.22	38,668.68	431,811.38
02/20/2026	39,848.90	1,083.22	38,765.68	393,045.70
03/06/2026	39,848.90	985.97	38,862.93	354,182.77
03/20/2026	39,848.90	888.48	38,960.42	315,222.36
04/03/2026	39,848.90	790.75	39,058.15	276,164.21
04/17/2026	39,848.90	692.77	39,156.13	237,008.08
05/01/2026	39,848.90	594.55	39,254.35	197,753.72
05/15/2026	39,848.90	496.07	39,352.83	158,400.90
05/29/2026	39,848.90	397.36	39,451.54	118,949.35
06/12/2026	39,848.90	298.39	39,550.51	79,398.84
06/26/2026	39,848.90	199.18	39,649.72	39,749.12
07/10/2026	39,848.83	99.71	39,749.12	0.00
Total	**$1,036,071.33** Undiscounted Contributions	**$36,071.33** Interest Credited	**$1,000,000.00** Discounted Contributions	

Contribution discount percentage of 96.52%

* Based on compound interest at an effective interest rate of 6.75% per annum.

Attachment: LTR, 05111-001, SBCERA SBCTA Prepayment Contributions for FY 2025–2026 - CLIENT(5942605.3) (11635 : Employer Retirement

Minute Action

AGENDA ITEM: 12

Date: June 4, 2025

Subject:
Award Contract No. 25-1003257 for IT Support Services

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

Award Contract No. 25-1003257 to Infinity Technologies to provide Information Technology Support Services for a three-year term in an amount not-to-exceed $750,000, with one one-year option term to extend, for a total not-to-exceed amount of $950,000.

Background:
San Bernardino County Transportation Authority (SBCTA) has contracted for information technology services since 1990. The existing contract is with the City of Brea IT Services and is scheduled to expire on June 30, 2025.

On January 23, 2025, SBCTA released Request for Proposals (RFP) No. 25-1003257 for Information Technology Support Services, which was sent electronically via PlanetBids to 287 prospective consultants. The solicitation was downloaded by 66 firms.

A Pre-Proposal meeting was held on January 30, 2025, and was attended by 11 firms. A "Question and Answer" period was open through February 6, 2025. Addendum No. 1 was issued on February 7, 2025 to include responses to questions received via PlanetBids prior to the deadline and an update to one of the required forms.

Nine proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Professional, who found all proposals were responsive. The following is a summary of the events that transpired in the evaluation and selection process.

On February 21, 2025 the proposals were disseminated to all Evaluation Committee members. A copy of the Score Sheets, Declaration of Impartiality and Confidentiality form, and Standards of Conduct were also distributed to the committee members. The Evaluation Committee was comprised of two staff members from SBCTA, the Division Chief from San Bernardino County's Information Technology Department, and the Information Technology Manager from the City of Brea. (The City of Brea was eligible to participate as it was not submitting a proposal to continue providing information technology services.)

Evaluators concluded their individual review of the proposals and convened to review, discuss, and score the proposals. The Evaluation Committee members met on February 26, 2025, and discussed each proposal according to the evaluation criteria, including the proposal strengths and weaknesses. At the completion of discussions, the committee members individually scored the proposals based on the following evaluation criteria listed in the RFP: Qualifications: 50-points, Proposed Staffing and Project Organization: 20-points, Work Plan: 20-points, and Price: 10-points. Based on the scoring, the firms were ranked in order of technical merit and a short-list was developed. The firms short-listed and invited to interviews, listed in alphabetical

order were: Infinity Technologies; Taqnia Industries, LLC dba PCtronics; and Vector Resources, Inc., dba VectorUSA.

Interviews were conducted with the short-listed firms. Interviews were 60 minutes in length, which consisted of a five-minute set-up and login, 15-minute introduction and presentation by the firms, followed by 35 minutes of questions and answers, and concluding with a five-minute closing statement from each of the firms. After the interviews, the Evaluation Committee separately scored the interviews. The assigned weights were 50% for the technical proposal and 50% for the interview scores, for a total of 100%.

As a result of the scoring, the Evaluation Committee recommends the contract to perform the scope of work as outlined in RFP No. 25-1003257 be awarded to Infinity Technologies. The firm was able to clearly demonstrate a thorough understanding of the scope of work, proposed a solid team, work plan, and reasonable price. Evaluation forms and reference checks are located in the Contract Audit File.

The total amount proposed for the contract includes anticipated maintenance fees over the expected four-year term, as well as additional funds set aside to accommodate potential future project work.

Financial Impact:
The Project is included in the proposed Budget for Fiscal Year 2025/2026 and funded with indirect budget funds in Program 01, General Government.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:
Matt Farokhmanesh, Chief of Information Technology

Contract Summary Sheet

General Contract Information

Contract No: 25-1003257 Amendment No.:

Contract Class: Payable Department: Management Services

Vendor No.: 04076 Vendor Name: Infinity Technologies

Description: IT Support Services

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	750,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**750,000.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**750,000.00**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11620

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Professional Services (Non-A&E) Monthly

Accounts Payable

Estimated Start Date: 07/01/2025 Expiration Date: 06/30/2028 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 750,000.00	Total Contingency: $ -
GL:	7001	01	0450	0000	52001	43001000		Indirect	750,000.00	-
GL:									-	-
GL:									-	-
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Matt Farokhmanesh
Project Manager (Print Name)

Colleen Franco
Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 08-25-2022 10.11am (11620 : Award Contract No. 25-1003257 for IT Support Services)

CONTRACT NO. 25-1003257

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

INFINITY TECHNOLOGIES

FOR

INFORMATION TECHNOLOGY SUPPORT SERVICES

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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 Infinity Technologies ("CONSULTANT"), whose address is 27051 Towne Centre Drive, Suite 120, Lake Forest, California 92610. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties."

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through June 30, 2028, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for one, one-year option term. The maximum term of this Contract, including the Option Term, if exercised, will not exceed June 30, 2029.

ARTICLE 3. COMPENSATION

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

3.2 The total Contract Not-To-Exceed Amount is Seven Hundred Fifty Thousand Dollars ($750,000). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work," and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials" The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

3.3 Intentionally Omitted

3.4 Intentionally Omitted

3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or

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Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

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

ARTICLE 4. INVOICING

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

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

ap@gosbcta.com

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

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

4.4 Intentionally Omitted

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

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

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Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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 its authorized representatives access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

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Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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:

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:

11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.

12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 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.

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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
Mohammad Ahmed	Project Oversight
Jerry Moore	Chief Network Engineer/Security
Hector Martinez	Project Manager
Rob Guthertz	Help Desk Manager
Daniel Martinez	Systems Engineer/Client Coordination Lead
Cesar Vazquez	Systems Engineer/On-Site Technician
Patrick Lopez	Systems Analyst/On-Site Technician
Ju Sung	Systems Analyst/On-Site Technician

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents, data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.

17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.

17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.

17.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

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

ARTICLE 18. TERMINATION

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

18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants as well as any materials furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

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

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense,

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. See Cyber Liability below

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**.
- 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
    - $5,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage.
- If a general aggregate applies, it shall apply separately to this Project/location. The contract number and brief explanation of the Project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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 additional insureds or as indemnitees below.

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Cyber Liability/Technology Professional Liability Errors and Omissions Insurance. Shall be appropriate to the CONSULTANT's profession and work hereunder, with limits not less than $5,000,000 per occurrence. Coverage shall be sufficiently broad

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

to respond to the duties and obligations as is undertaken by the CONSULTANT in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, the release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses, with limits sufficient to respond to these obligations.

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

An amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted.

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-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 04 13, or if not available, then the ISO Form that most closely provides substantially similar coverage, to name San Bernardino County Transportation Authority and San Bernardino Council of Governments ("SBCOG"), SBCOG's Entities, 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 any additional insured to vicarious liability but shall allow coverage for all additional insured parties 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 declaration 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

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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

21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its subconsultants 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

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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

21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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 obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.11 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

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

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Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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 any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct" of any Indemnitee.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

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

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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 INFINITY TECHNOLOGIES	**To SBCTA**
27051 Towne Centre Drive, Suite 120	**1170 W. 3rd Street, 2nd Floor**
Lake Forest, CA 92610	**San Bernardino, CA 92410-1715**
Attn: Mohammad Ahmed	**Attn: Matt Farokhmanesh**
Email: mahmed@inftechnologies.com	**Email: Mfarokhmanesh@gosbcta.com**
Phone: (916) 273-4662	**Phone: (909) 884-8276**
2nd Contact: Malia Aipia	**Copy: Procurement Manager**
Email: accounting@inftechnologies.com	**Email: procurement@gosbcta.com**

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

ARTICLE 33. DISPUTES

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

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

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

See Article 17.

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, 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.

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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----------

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

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

INFINITY TECHNOLOGIES

By: _____

Mohammad Ahmed
Chief Executive Officer/Chief Financial Officer

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

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: _____

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

EXHIBIT "A"

"SCOPE OF WORK"

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Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

SCOPE OF WORK
Information Technology Network
Consultant Support Services

Scope of Work to be Performed:

San Bernardino County Transportation Authority ("SBCTA") is requesting proposals from qualified Information Technology (IT) Consultants to provide SBCTA with technical support and consultation for the agency's computer network and infrastructure including but not limited to: provide on-going maintenance and support of SBCTA's local area network; conduct quarterly integrity tests of each computer system to measure performance and to detect problems before they occur; perform hardware/software installation as directed; respond to service requests and perform complex diagnostic procedures to detect hardware and/or software problems; provide solutions to computer problems and replace defective parts as directed. It is the general intent of SBCTA to have the consultant become its adjunct contract IT staff. The successful consultant shall have the knowledge, expertise, staff, and availability to provide comprehensive technical computer and network support in a public sector environment.

Consultant shall be able to provide, each month, a minimum of 128 hours of onsite information technology support to SBCTA. The monthly onsite support will occur during SBCTA's normal business hours Monday through Thursday, from 8:00 a.m. to 5:00 p.m., excluding holidays with the specific days and time to be arranged by mutual consent. In addition to minimum onsite support hours, Consultant shall be available 24/7 to provide telephone support and off-hours support as needs arise.

Consultant must provide at least two staff that are equally trained and experienced on SBCTA's infrastructure such that they can support the environment independently. In such cases, available resources should be scheduled to ensure either's availability when the other is unavailable.

SBCTA operates a traditional client/server environment. The current client/server environment consists of the following but is subject to change:

- 135 network users
- Nimble Storage Area Network
- 3 physical servers in a VMWare Cluster
- Approximately 115 end-user devices running Windows 11
- Microsoft Office 365
- Veeam Backup coupled with Disaster Recovery though 11:11 Systems
- Microsoft 365 for email and calendaring
- SharePoint 2016 – Most of SBCTA work is done in the SharePoint environment. Users may connect to the SBCTA Portal 24/7 both internally and remotely via the Internet to add/revise/review documents and email/calendars
- MiTel Phone System

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Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

- Cisco Routers, Fortigate Firewall and HP Switches
- 7 Xerox printers (printing, copying, scanning)
- VPN Services through Fortigate
- Two-Factor Authentication for Office 365 and workstation logins through Duo
- ESRI ArcGIS Server and hybrid cloud integration

In addition, SBCTA has several technical applications that utilize special hardware and/or software systems with unique connectivity issues:

1. Clerk of the Board
    a. MinuteTraq
    b. Granicus OneMeeting
    c. Audacity
2. Finance
    a. Eden Financial System
    b. Crystal Reports
3. Project Delivery
    a. EcoSys
    b. Oracle Primavera P6 Professional Project Management
    c. Microsoft Project
    d. Parsons Program Controls Systems
4. Agency wide
    a. SharePoint 2016
    b. Adobe Acrobat Professional
    c. Laserfiche
    d. ESRI for GIS needs
    e. MiTel Communicator

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Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

Scope of Technical Services:

A. Regular IT Support

The consultant will provide the following services, including but not limited to:

1. **Help Desk Support**
    - **Software-related issues (Application Support)**
    - Maintain up-to-date **inventory of software/hardware** and track license and warranty expirations
    - **Hardware-related issues** (Servers/Workstations/Mobile Devices)
    - **Assist with SharePoint System Administration**
    - **Assist with Laserfiche System Administration**
2. **Network Administration**
    - **Network Access and User Creation**
    - **Network Printing**: Deployment and troubleshooting
    - **Network Resource Access**
    - **Email Administration**
    - **Network Documentation**: Comprehensive and up-to-date network and system documentation is to be provided by and maintained by the consultant
    - **Server Maintenance**: Routine maintenance and upgrades
    - **Firewall Administration**: Configuration, monitoring, and best practices
    - **MiTel Phone System Administration**
    - Facilitate **Computer Replacement and Repairs** under warranty service contracts, and for new PC deployments
    - Perform **Server Upgrades/Updates**: Ensure timely updates and patching
    - **Virus Protection Administration**
    - **SPAM Filtering Administration**
    - **Backup System Administration**: Ensure Veeam backup integrity and disaster recovery readiness
    - Resolve issues related to SBCTA's IT infrastructure, both **on-premise** and in **Office 365**
    - **Third-party Vendor Coordination**: Work with other IT consultants/vendors for troubleshooting and project implementation

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

- **Maintenance Contracts**: Oversee contracts and work with vendors to ensure smooth operations
- **Staff Assistance**: Answer IT-related questions and provide support
- Attend **Weekly Ticket Review Meetings** to address outstanding issues
- **Technology Recommendations**: Provide strategic recommendations for IT infrastructure improvements and automation
- Provide **Ticketing System Access** for status updates on support requests
- Participate in SBCTA's budget process related to IT matters
- Provide **Vendor Quotes** for IT purchases

3. **Monitoring Services**
   - Implement monitoring tools for **server** and **workstation health** (e.g., SolarWinds, Kaseya)
   - Enable **24/7 alerting** for proactive issue resolution, with concurrent email notifications to SBCTA
   - Provide **SBCTA access** to monitoring tools for transparency and oversight
4. **Service Level Requirements**
   - **Server Down Response**: Onsite within two (2) hours for critical infrastructure failures
   - **Workstation Down Response**: Assistance within four (4) hours for workstation issues impacting end users
5. **Strategic Planning and Oversight**
   - Assist with **strategic oversight** of the IT program and long-term IT planning
   - Recommend IT policies, procedures, and standards
   - Provide input and review of **RFPs** and **RFQs** related to IT services
   - Assist with vendor negotiations for IT procurement

B. Additional IT Support

For IT services beyond the regular support, the consultant shall quote an hourly rate.

1. **Project Management**:
   Consultant will manage IT projects as needed, including vendor selection, RFP processes, project oversight, and implementation support.
   - **Vendor Research**
   - **RFP Creation**

DRAFT

Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

- **Vendor Selection and Recommendations**
- **Project Oversight and Implementation**

The consultant will submit a monthly report detailing all services provided, along with an invoice, to SBCTA.

Key Considerations:

1. Disaster Recovery & Backup:

- The consultant will ensure that **Veeam backup systems** are monitored daily, and disaster recovery plans are **practiced annually**. This includes validating **backup integrity** and performing test restores to confirm the reliability of the system.

2. Security and Compliance:

- **Entra**: The consultant shall conduct daily reviews of the Microsoft 365 Entra console to review all login origins.
- **Patch Management**: The consultant will apply **security patches** and updates to all relevant hardware and software, ensuring that they are completed in a timely manner following release.
- **Incident Management**: A formal process for **incident reporting, escalation**, and resolution will be established. Severity levels will be defined to ensure timely responses to critical issues.

3. User Access & Permissions Management:

- **Role-Based Access Control** (RBAC) will be maintained for systems like **SharePoint** and **Microsoft 365** to ensure that users only have access to data and resources necessary for their roles.

4. Remote Work and Connectivity:

- The consultant will ensure secure and efficient **VPN management**, **remote desktop support**, and **multi-factor authentication (MFA)** for remote users.

5. Performance Metrics:

- The consultant will define and report on key performance indicators (KPIs) such as **uptime** (target 99.9%), **response time**, and **resolution time** for IT incidents.

6. Change Management:

- A formal **change management process** will be established to ensure that all changes to the network and systems are tracked, tested, and implemented with minimal disruption.

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Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

Pricing Models:

SBCTA recognizes the variety of service models available and requests proposals based on the following options:

- **Model A – Blended Hourly Rate**: A single hourly rate for all network management and technology upgrade projects.
- **Model B – Fixed Monthly Rate**: A fixed monthly rate for services required to support existing infrastructure, with an hourly rate for services outside this scope. The definition of services covered by the fixed fee will be clearly outlined.

Transition Services:

A **transition period** (one month) will be included for the consultant to shadow the incumbent provider. The incumbent will remain responsible for services during the transition until the official office cutover date of **July 1, 2025**.

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Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

EXHIBIT "B"

"PRICE PROPOSAL FOR TIME AND MATERIALS"

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Attachment: 25-1003257 (11620 : Award Contract No. 25-1003257 for IT Support Services)

EXHIBIT B

PRICE PROPOSAL

Our proposed monthly fixed fee and the corresponding annual cost to support SBCTA's existing infrastructure, based on Pricing Model B, is outlined below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY Information Technology Support Services PRICING MODEL B			
TECHNICAL SERVICES SCOPE	**MONTHLY HOURS**	**MONTHLY FEE**	**ANNUAL FEE**
A. Regular IT Support + On-Site Technician Hours (During Normal Business Hours)	128	$16,080	192,960
1) Help Desk Support	24/7	*Included*	*Included*
2) Network Administration	*Included*	*Included*	*Included*
3) Monitoring Services	24/7	$381	$4,572
4) Service Level Requirements	*Included*	*Included*	*Included*
5) Strategic Planning and Oversight	*Included*	*Included*	*Included*
B. Additional IT Support *(*Time & Materials - See Hourly Rate Schedule)*	As Needed	T&M*	T&M*
TOTAL FEE:		***$16,461***	***$197,532***

B. Additional Support

In specific instances that require additional support outside the Scope of Services (i.e., Project Management, additional on-site after-hours requests, etc.), we will consult with SBCTA management to determine a budget and timeline for providing such services. Costs for these services will be based on the hourly rate schedule provided on the following page.

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Attachment: 25-1003258 Exhibit B - Price Proposal (11620 : Award Contract No. 25-1003257 for IT Support Services)

IT HOURLY RATE SCHEDULE

IT CLASSIFICATION	HOURLY RATE ($) REMOTE	HOURLY RATE ($) ON-SITE
Project Manager	160	185
Progammer/Developer	150	175
Senior Network Engineer	145	165
Network Engineer	135	155
Senior Business Analyst	170	185
Business Analyst II	150	165
Business Analyst I	120	135
Senior Systems Engineer	125	145
Systems Engineer	120	140
Senior Systems Analyst	115	130
Systems Analyst II	110	125
Systems Analyst I	105	120
Senior IT Technician	100	115
IT Technician II	95	110
IT Technician I	90	105

Note: The above rates include all direct and overhead expenses.

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Attachment: 25-1003258 Exhibit B - Price Proposal (11620 : Award Contract No. 25-1003257 for IT Support Services)

Minute Action

AGENDA ITEM: 13

Date: June 4, 2025

Subject:
Revise Policy No. 15000 Computer Network Disaster Recovery Plan

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

Approve revisions to Policy No. 15000 Computer Network Disaster Recovery Plan.

Background:
San Bernardino County Transportation Authority (SBCTA) has had a network disaster recovery policy in place since August 3, 2011. Policy No 15000 Computer Network Disaster Recovery Plan is the written policy for the agency's disaster recovery plan, covering the computing systems in use within the agency. This policy, and the accompanying procedure document, direct staff how to respond to a disaster event at SBCTA to ensure business continuity.

As the technology in use at SBCTA has been modernized, this policy must be updated to reflect the current state of the network and technology systems in use at SBCTA. As SBCTA has migrated some services to the cloud, and continues to do so, this policy will need to be updated to reflect the changing nature of the information systems in use.

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.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025. SBCTA General Counsel has reviewed this item and the revised policy.

Responsible Staff:
Matt Farokhmanesh, Chief of Information Technology

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

San Bernardino County Transportation Authority		Policy	15000
Adopted by the Board of Directors	August 3, 2011	Revised	~~01/04/17~~06/04/2025
Computer Network Disaster Recovery Plan		Revision No.	~~2~~1

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The purpose of this policy is to establish a Computer Network Disaster Recovery Plan.

II. OVERVIEW

The Computer Network Disaster Recovery Plan is SBCTA's roadmap from disaster to recovery. It documents the basic approach, general assumptions, and sequence of events that need to be followed. It outlines specific preparations prior to a disaster and emergency procedures immediately after a disaster.

Management may choose at any time to detour from the documented plan for various reasons, but after making detours, Management's goal is to get back on the main roadmap to recovery. Any changes/updates to the Plan will be documented and distributed to all key personnel to ensure the current plan is available to them.

The general approach is to make the plan as threat-independent as possible, meaning that the plan should be functional regardless of what type of disaster occurs.

In order to limit any loss, the plan must provide for the logical restoring of all critical systems to a production status within a reasonable time frame (within hours or less after the disaster occurs).

III. OBJECTIVES

SBCTA depends on its computer network for all of its critical daily functions. The overall objectives of the Computer Network (also referred to as ICT [Information Communication Technology]) Disaster Recovery Plan are:

- To protect the Data Center resources (network servers),
- To safeguard the vital records maintained in the data center, and
- To enable continued availability of essential network services provided by the Data Center.

This Plan documents the pre-agreed upon decisions and procedures for responding to a disaster affecting the data center and its services.

IV. REFERENCES

Procedure 15000, Computer Network Disaster Recovery Plan – Test Procedure

V. DEFINITIONS

Disaster: The occurrence of any event that causes a significant disruption in computer network capabilities. The Plan minimizes the effect a disaster will have upon on-going operations. This Plan responds to the most severe disaster – one that destroys the data center. Anticipation of a severe disaster requires utilizing an off-site backup facility. Occurrences of a less severe nature are controlled at the appropriate management level as a part of the total Plan.

Attachment: Policy 15000 - Revised (11621 : Revise Policy No. 15000 Computer Network Disaster Recovery Plan)

ICT: Information and Communications Technology. Information and communications technology, is often used as an extended synonym for information technology (IT), but is usually a more general term that stresses the role of unified communications and the integration of telecommunications (telephone lines and wireless signals), intelligent building management systems and audio-visual systems in modern information technology. ICT consists of all technical means used to handle information and aid communication, including computer and network hardware, communication middleware as well as necessary software. In other words, ICT consists of IT as well as telephony, broadcast media, all types of audio and video processing and transmission and network-based control and monitoring functions.

VI. ASSUMPTIONS

A. Phases – From Disaster to Restoration

The classic cycle from the occurrence of a disaster to the full restoration of normal processing has three phases:

1. Initial response and preparation for temporary operations;
2. Backup site fully operational;
3. Restoration and return to the permanent facility.

This plan accommodates items 1 through 2. Item 3 will depend on the extent and type of damage.

No matter how many precautions are implemented and to what extent they are enforced, most people in the ICT environment agree that there are no completely secure computers. The operations of a data center could be suddenly disrupted by events we have little or no control over, involving people, mechanics, electronics, or natural disasters.

This Disaster Recovery Plan recognizes that SBCTA needs to take steps to minimize the costs resulting from loss or damage to its resources and capabilities and to minimize the disruption in services SBCTA provides to the constituents it serves.

B. Data Center

The room housing network servers located within the SBCTA offices and the cloud infrastructure that supports the agency is the heart of a data center. Any threat in or near this room within the SBCTA Office can affect the critical flow of information from this nerve center. This Plan assumes that a catastrophic event has severely crippled the data center, forcing it to reestablish full operations at a backup facility. The cloud infrastructure supporting the agency is geographically distributed to ensure fault tolerance and redundancy.

C. Critical Operations

Selected operations (those designated as critical) will immediately be picked up by the Disaster Recovery site. All applications will eventually be processed at the backup location (if the primary location cannot be brought back into operation quickly), even those not classified as critical (if operations at the primary site are not reestablished).

D. Restoration of Original Site (Data Center in the SBCTA Office)

Concurrent with the backup facility processing is the reconstruction of the original or alternate permanent facility and the planning for the final move back to this site.

Although this Plan follows the assumption of a catastrophic disaster, the Plan can be quickly altered to handle a less severe emergency as determined by Management.

E. Live On-Line Backup Site

The Live On-Line Backup Site (includes a server or servers that duplicate the selected SBCTA functionality at a location adequately remote from SBCTA to ensure it not be affected by the disaster) fits well with SBCTA's operations. It provides a site with real-time backup of the selected data. In the event of a disaster, the site becomes available for processing within seconds of notification. The data will be completely up-to-date as staff begins to use the backup facility over an Internet connection.

F. Location of Live On-Line Back Site

The **Live On-Line Backup Site** will be located outside of Southern California. A "Live On-Line Backup Site" involves a fully functioning IT environment that is geographically separated from the SBCTA Office and from

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the area to which a disaster could be expected to extend, such as an earthquake affecting beyond the San Bernardino area, and which is connected to the Internet.

G. Test Procedure

Testing of the Disaster Recovery Procedure (DRP) can be done very quickly and easily by scheduling a test with the vendor and working with the vendor to make operational the disaster recovery environment. After the environment is online, tests are performed to ~~ie~~nsure that the selected functionality is available; and, after a comfort level is reached, the process is to delete the "data fork" created by activating the disaster recovery environment and resume normal off-site replication. The testing procedure is documented in Procedure 15000, Testing the Disaster Recovery Plan. Procedure 15000 Appendix II contains the Information & Communications (ICT) Environment. This is also updated when changes are made to the Data Center resources (e.g., addition or removal of a server).

~~Testing of the DRP can be done very quickly and easily by simply picking a time at which to take the live system off-line, switching to the "Live On-Line Backup Site" and running tests to insure that the selected functionality is available; and, after a comfort level is reached the process is reversed to switch the live system back on-line. The testing procedure is documented in Procedure 15000, Testing the Disaster Recovery Plan. Procedure 15000 Appendix II contains the Information & Communications (ICT) Environment. This is also updated when changes are made to the Data Center resources (e.g., addition or removal of a server).~~

H. Disaster Recovery Site

The DR site is a fully functioning ICT environment. This means that information for certain functions, such as Email, the Portal, Finance, and Project Delivery files, are continuously synched from the SBCTA Office to the DR site. This ensures that a "switch over" occurs in a matter of seconds once a disaster is recognized. The only requirement is that the SBCTA users have laptops or desktop computers at locations not affected by the disaster with high speed access to the Internet.

VII. DISASTER RECOVERY TEAM

The Plan is organized around a team concept. Each key individual has specific duties and responsibilities once Management makes the decision to go into disaster recovery mode and invoke the Disaster Recovery Plan.

1. ~~Information Services Administrator~~Chief of Information Technology
2. Executive Director
3. Deputy Executive Director
4. Chief Financial Officer
5. Director of Management Services
6~~5~~. Director of Project Delivery
7~~6~~. IT Contractor
8~~7~~. IT Contractor Technical Manager

The members of the team are key personnel or contractors. The team members are listed in Procedure 15000 Appendix I which is revised as team members are reassigned or phone numbers and email addresses change.

VIII. DISTRIBUTION OF THE ICT DISASTER RECOVERY PLAN

Printed copies of this policy and Procedure 15000 are furnished to key personnel and SBCTA's IT Contractor (Disaster Recovery Plan prime contractor) ~~will be provided~~ on an annual basis, during the first week of January each year, ~~-~~for use during a major disaster both at the SBCTA office and at home. This policy and Procedure 15000 are also available on the SBCTA Intranet which is available to SBCTA Computer Network users and to IT Contractor staff. Printed copies will be placed in the Data Center and at the IT Contractor's Office.

In addition to the plan, each laptop issued by SBCTA will contain a folder located on the "C" drive, titled "Disaster Recovery." This folder will contain the software tools and directions ~~network user will be provided a card providing very brief Disaster Recovery Plan procedures specifically instructions~~ for accessing the back-up systems ~~for~~ to access~~ing~~ the disaster recovery environment. ~~mail, Management information and documents, and the accounting system (a select small group of personnel). This card will be retained by network users at all times for quick reference.~~

Attachment: Policy 15000 - Revised (11621 : Revise Policy No. 15000 Computer Network Disaster Recovery Plan)

IX. ACCESS TO SYSTEMS AFTER DISASTER IS DECLARED

When a disaster occurs that interrupts ICT operations, SBCTA declares a disaster. Any of the key members of the Disaster Recovery Team listed below may declare a disaster:

1. Executive Director, or
2. Deputy Executive Director, or
3. ~~Information Services Administrator~~Chief of Information Technology, or
4. The Chief Financial Officer, Director of Management Services, or the Director of Project Delivery if none of the above can be reached for a decision.

When a disaster is declared, one of the above key members contacts the IT Contractor (see Procedure 15000 Appendix I (via phone and via email). The IT Contractor ~~-~~immediately proceeds to switch over to the "hot site" (Disaster Recovery site).

As soon as the switch over to the "hot site" is completed, the IT Contractor notifies the key member who in turn will notify the network users that the Data Center is switched over to the Disaster Recovery servers and that all users have access to basic functionality from any remote Internet-enabled desktop or laptop computer running Windows. The functionality and access methods are as follows:

1. **E-mail** – SBCTA's mail system is hosted by Microsoft in the Office 365 environment. It can be accessed by Outlook Web Access at https://login.microsoftonline.com. The log in for users is the same as their current network log in User Name and Password.~~SBCTA's mail system (current to the moment of the disaster) can be accessed by Outlook Web Access at http://mail.sanbag.ca.gov. The log in for users is the same as their current network log in User Name and Password.~~

2. **Portal** – Access to the Portal (current to the moment of the disaster) can be accessed at https://portal.gosbcta.com. The portal can be accessed by connecting to the Disaster Recovery Site via VPN. The Portal will provide access to all documents and records of the organization stored in the Portal up to the moment of the disaster~~Access to the Portal (current to the moment of the disaster) can be accessed at http://portal.gosbcta.com. The log in for users is the same as their current network log in User Name and Password. The Portal will provide access to all documents and records of the organization stored in the Portal up to the moment of the disaster~~.

3. **EDEN Financial System** - Employees who are authorized can access Eden by connecting to the Disaster Recovery Site via VPN, as described in Procedure 15000.~~Employees who are authorized can access Eden by use of IPsec VPN and Remote Desktop as described in Procedure 15000.~~

4. **Laserfiche System** - Laserfiche can be accessed by connecting to the Disaster Recovery Site via VPN, then using either the Laser~~F~~fiche client, or by navigating to https://sanbag-lfweb.sanbag.ca.gov/laserfiche. The log in for users is the same as their current network log in User Name and Password. Laserfiche will provide access to all documents and records of the organization stored in Laserfiche up to the moment of the disaster.~~Laserfiche can be accessed at https://sanbag-lfweb.sanbag.ca.gov/laserfiche. The log in for users is the same as their current network log in User Name and Password. Laserfiche will provide access to all documents and records of the organization stored in Laserfiche up to the moment of the disaster.~~

5. **Project Delivery and~~/or~~ Transit and Rail Systems~~!~~** - (Oracle P6 Enterprise, Oracle Contract Management, ~~Parsons Program Control System (PCS),~~ and EcoSys System~~).~~ Employees who are authorized can access the Project Delivery and Transit and Rail Systems ~~by use of IPsec~~via VPN ~~and Remote Desktop~~ as described in ~~-~~Procedure 15000.

These systems should be totally operational from the moment of the switch over. Any user with an SBCTA-issued computer ~~personal home computer running Windows with Microsoft Office and Internet Explorer~~ should be able to access the disaster recovery site. ~~Portal and Outlook Web Access.~~

Users who will be accessing Eden, and Project Delivery systems remotely from home computers will do so as described in Procedure 15000.

All staff information is available in both the Portal and the email system. Notifications related to the disaster will be announced via the mobile alerting system~~,~~ and on the main Portal page. Any user who needs to pass

Attachment: Policy 15000 - Revised (11621 : Revise Policy No. 15000 Computer Network Disaster Recovery Plan)

on an announcement should send it to the Information Services Administrator or to the ~~Deputy Executive Director~~Director of Management Services via e-mail or by phone.

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San Bernardino County Transportation Authority		Policy	15000
Adopted by the Board of Directors	August 3, 2011	Revised	06/04/2025
Computer Network Disaster Recovery Plan		Revision No.	2

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5. **Project Delivery and Transit and Rail Systems** - (Oracle P6 Enterprise, Oracle Contract Management, and EcoSys System) Employees who are authorized can access the Project Delivery and Transit and Rail Systems via VPN as described in Procedure 15000.

These systems should be totally operational from the moment of the switch over. Any user with an SBCTA-issued computer should be able to access the disaster recovery site.

Users who will be accessing Eden, and Project Delivery systems remotely from home computers will do so as described in Procedure 15000.

All staff information is available in both the Portal and the email system. Notifications related to the disaster will be announced via the mobile alerting system and on the main Portal page. Any user who needs to pass on an announcement should send it to the Information Services Administrator or to the Director of Management Services via e-mail or by phone.

X. REVISION HISTORY

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Minute Action

AGENDA ITEM: 14

Date: June 4, 2025

Subject:
Amendment No. 5 to Cooperative Agreement No. 18-1001904 - Interstate 10 Mount Vernon Improvement Project City of Colton

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

Authorize the Executive Director, or his designee, to execute Amendment No. 5 to Cooperative Agreement No. 18-1001904, with the City of Colton, for the Interstate 10 Mount Vernon Avenue Interchange Improvement Project to **increase the Project cost by $9,158,674 taking the current total from $94,124,490 to** a new total of $103,283,164, consisting of $5,304,521 City Developer Impact Fees and $97,978,643 Measure I Funds, upon approval as to form by SBCTA General Counsel.

Background:
The Interstate 10 (I-10) Mount Vernon Avenue Improvement Project (Project) holds position number eight on the Measure I Valley Freeway Interchange Program priority list. As directed by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board), project development has commenced on all interchange projects in the top 10 of the list.

The purpose of this agenda item is to seek Board approval to amend the cooperative agreements with the City of Colton (City) to update Project cost. As the Project moved into the final design phase, the Project experienced a significant cost increase, due to the cost of steel and other miscellaneous items needed to address California Department of Transportation (Caltrans) design comments. The Project is scheduled to obtain final design approval by May 2025, with the goal of advertising and awarding a construction contract in the fall of 2025.

In February 2016, the Board approved Cooperative Agreement No. 15-1001228 with the City which details roles and responsibilities for completing a Project Study Report/Project Development Support (PSR/PDS). SBCTA and the City worked together to finalize the Project Initiation phase by completing the PSR/PDS document, which was approved in December 2018.

In July 2018, concurrent with the PSR/PDS effort, the Board approved Cooperative Agreement No. 18-1001904 with the City, identifying roles, responsibilities, and funding for the Project Approval / Environmental Document (PA/ED), Plans, Specifications, & Estimates (PS&E), and Right-of-Way (ROW) phases of the Project. This agreement identified SBCTA as the lead for all phases of the Project, and the City as a Project partner.

In March 2019, the Board approved the Amended and Restated Cooperative Agreement No. 18-1001904 (Amendment No. 1) with the City to combine the roles and responsibilities of Cooperative Agreement No. 15-1001228 with Cooperative Agreement No. 18-1001904. This agreement consolidated roles, responsibilities, and funding commitments from both agreements into one agreement, consisting of Project Management, Project Initiation Document, PA/ED, PS&E, and ROW activities of the Project.

In April 2022, the Executive Director approved Amendment No. 1 to the Amended and Restated Cooperative Agreement No. 18-1001904 (Amendment No. 2) to process an adjustment with the City for the I-10 Pepper Avenue Project.

In January 2023, the Board approved the Second Amended and Restated Cooperative Agreement No. 18-1001904 (Amendment No. 3) to include the construction phase and the corresponding funding.

In September 2024, the Board approved Amendment No. 4 to Cooperative Agreement No. 18-1001904 (Amendment No. 1 to Second Amended and Restated Cooperative Agreement) with the City, to update the Project funding based on the latest engineer's estimate to provide a fully funded Project and to extend the expiration date by five years to December 31, 2031. The added time is needed to include the construction and extended landscape maintenance for the project.

Due to final design comments and the updated engineer's estimate, the construction cost has increased to $90,681,000. This updated cost reflects the most up-to-date material cost, contingency, and escalation to midpoint of construction. **The overall cost increase from the previous agreement is $9,158,674 for a new total of $103,283,164.** Staff recommends authority be delegated to the Executive Director, or his designee, to approve Amendment No. 5 to Cooperative Agreement No. 18-1001904 with the City of Colton, upon approval as to form by SBCTA General Counsel. The City will present this amendment to its City Council in May 2025.

Financial Impact:
This item is consistent with the adopted Budget for Fiscal Year 2024/2025 under Task No. 0830 Interchange Projects, Sub-Task No. 0898 I-10 Mt Vernon Avenue Improvement Project, and funded by Measure I and Local Developer Impact Fees in Program 40, Project Delivery.

Reviewed By:
This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Juan Lizarde, Project Manager

Contract Summary Sheet

General Contract Information

Contract No: 18-1001904 Amendment No.: 5

Contract Class: Receivable Department: Project Delivery

Customer ID: COLT CI Customer Name: City of Colton

Description: I-10 MT VERNON AVENUE PID, PA/ED, PS&E AND R/W COOPERATIVE AGREEMENT

List Any Accounts Payable Related Contract Nos.: 15-1001228 (PSR-PDS), 18-1001983 (MOU),

Dollar Amount

Original Contract	$	467,906.00	Original Contingency	$	-
Prior Amendments	$	4,369,523.00	Prior Amendments	$	-
Current Amendment	$	467,092.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**5,304,521.00**	**Total Contingency Value**	**$**	**-**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**5,304,521.0**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11640

Contract Management (Internal Purposes Only)

Local Funding Agreement N/A

Accounts Receivable

Total Contract Funding: $ 5,304,521.00 Funding Agreement No: 18-1001904

Beginning POP Date: 03/06/2019 Ending POP Date: 06/30/2031 Final Billing Date: 09/30/2031

Expiration Date: 12/31/2031 Z Contract: 18-1001980 PM Description: I-10 Mt Vernon PAED-CON City of Colton

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	6010	40	0830	0898	42407009	5,304,521.00
GL:						-
GL:						-
GL:						-
GL:						-

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

Juan Lizarde
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: 18-1001904-05_CSS (11640 : I-10 Mt Vernon - Colton Co-op Amendment)

AMENDMENT NO. 2 TO

SECOND AMENDED AND RESTATED

COOPERATIVE AGREEMENT NO. 18-1001904 (18-1001904-05)

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF COLTON

FOR

PROJECT INITIATION DOCUMENT (PID), PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED), PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT OF WAY (ROW), AND CONSTRUCTION AND LANDSCAPE MAINTENANCE PHASES FOR THE MOUNT VERNON AVENUE AT INTERSTATE 10 (I-10) INTERCHANGE IN THE CITY OF COLTON

DRAFT

THIS AMENDMENT No. 2 to the SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT 18-1001904 (herein referred to as Amendment "18-1001904-05") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Colton ("CITY"). SBCTA and CITY may be referred to individually herein as a "Party" and collectively "Parties".

WHEREAS, on March 9, 2016, the PARTIES entered into Cooperative Agreement No. 15-1001228 (Agreement No. 15-1001228) which provided for SBCTA to be lead agency to study and document the PROJECT as part of the Project Study Report/Project Development Support (PSR/PDS) document; and

WHEREAS, on August 8, 2018, the PARTIES entered into Cooperative Agreement No. 18-1001904 (Agreement No. 18-1001904) which provided for SBCTA to be lead agency on Project Management, PA/ED, PS&E, and ROW phases for the PROJECT; and

WHEREAS, on December 31, 2018, the term of Agreement No. 15-1001228 expired; and

WHEREAS, on March 21, 2019, the PARTIES amended and restated Agreement No. 18-1001904 ("AGREEMENT") to combine the roles and responsibilities of Agreement No. 15-1001228 with Agreement No. 18-1001904 and to delineate roles, responsibilities, and funding commitments relative to Project Management, PID, PA/ED, PS&E, and ROW activities of the PROJECT; and

Attachment: [PDF] 18-1001904-05_Draft Amendment (11640 : I-10 Mt Vernon - Colton Co-op Amendment)

WHEREAS, on April 19, 2022, the PARTIES amended this AGREEMENT to reconcile the underpayment and overpayment of Developer Share and Public Share funds, respectively, in the amount of $37,080 identified in the November 2021 Final Project Expenditure Summary (FPES) for the I-10/Pepper Avenue Interchange Project; and

WHEREAS, on February 2, 2023, the PARTIES amended and restated the AGREEMENT to include the construction phase and add construction capital funds; and

WHEREAS, on September 26, 2024, the PARTIES amended the AGREEMENT to extend the expiration date to December 31, 2031, and to increase the cost estimate of the project to $94,124,490 and

WHEREAS, the PARTIES desire to further amend this AGREEMENT to increase the cost estimate of the project to $103,283,164.

NOW, THEREFORE, the PARTIES agree to amend the AGREEMENT as follows:

1. Attachment A-3 is revised in its entirety to read as reflected in Attachment A-4, attached to this Amendment 18-1001904-05 and incorporated herein.

2. Except as otherwise provided in this Amendment 18-1001904-05, all other provisions of the AGREEMENT, including all previous amendments, shall remain in full force and effect.

3. The AGREEMENT and all amendments are incorporated into this Amendment 18-1001904-05, by this reference.

DRAFT

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

Attachment: [PDF] 18-1001904-05_Draft Amendment (11640 : I-10 Mt Vernon - Colton Co-op Amendment)

IN WITNESS WHEREOF, this Amendment 18-1001904-05 has been executed by the Parties hereto and is effective on the date signed by SBCTA.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Raymond W. Wolfe
Executive Director

Date:_____

APPROVED AS TO FORM:

By:_____
Julianna K. Tillquist
General Counsel

CITY OF COLTON

By:_____
William R. Smith
City Manager

Date:_____

APPROVED AS TO FORM:

By:_____
Carlos Campos
City Attorney

DRAFT

Attachment: [PDF] 18-1001904-05_Draft Amendment (11640 : I-10 Mt Vernon - Colton Co-op Amendment)

Attachment A-4

Project Scope:
Improve local traffic operations along Mount Vernon Avenue between East Valley Boulevard and south of the Interstate 10 (I-10) eastbound ramp intersection, by adding left-turn lanes at the five point intersection of Mount Vernon Avenue and East Valley Boulevard.

Project Cost Estimate and Funding Shares:
SBCTA's Share: Public Share: 94.9%
City's Share: Development Share or Local Share: 5.1% (City of Colton)

Phase	Estimated Cost[1]	Public Share	Development Share
PID	$539,000	$511,511	$27,489
PA/ED	$1,833,746	$1,740,225	$93,521
PS&E	$2,959,161	$2,808,244	$150,917
ROW	$5,350,257	$5,077,394	$272,863
CONSTRUCTION	$90,681,000	$86,056,269	$4,624,731
LANDSCAPE MAINTENANCE	$870,000	$825,630	$44,370
SBCTA Oversight	$1,050,000	$996,450	$53,550
Adjustment for I-10/Pepper FPES[2]	$0	-$37,080	$37,080
Total	$103,283,164	$97,978,643	$5,304,521

[1]Estimated cost assumes analysis of one build alternative.
[2]The I-10/Pepper adjustment payment in the amount of $37,080 has been received and processed (Check #200384).

Project Milestones:

Milestone[1]	Actual (Forecast)
Start of Project Approval and Environmental Document Phase (PA/ED)	01/2019
Environmental Approval	04/2022
Design Approved and ROW Certified	(05/2025)
Complete for Beneficial Use	(04/2028)

[1]Milestone assumes analysis of one build alternative with design variations. Anticipated environmental determination under CEQA is an IS/MND and under NEPA a Categorical Exclusion.

DRAFT

Attachment: [PDF] 18-1001904-05_Draft Amendment (11640 : I-10 Mt Vernon - Colton Co-op Amendment)

Minute Action

AGENDA ITEM: 15

Date: June 4, 2025

Subject:
Interstate 10 Cedar Interchange Project - Amendments to Construction Management Contract and Legal Support Contract

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

A. Approve Amendment No. 1 to Contract No. 20-1002342 with WSP USA, Inc., for Construction Management Services for the Interstate 10 Cedar Avenue Project, to extend the period of performance by three years through September 30, 2028.

B. Approve an exception to the Contracting and Procurement Policy No. 11000, Section IV.B.4, and extend the termination date of Contract No. 20-1002342 to September 30, 2028, three years beyond the standard five-year term set forth in the Policy.

C. Approve Amendment No. 1 to Contract No. 24-1003121 with Theodora Oringher, P.C., for additional legal support regarding the Interstate 10 Cedar Avenue Project, to increase the contract amount by $1,345,650, for a revised contract total of $1,445,650, to be funded with Measure I Valley Interchange Program and Local funds.

Background:
On October 5, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Construction Contract No. 22-1002784 for the Interstate 10 Cedar Avenue Interchange Improvement (Project) to Security Paving Company, Inc. The Project, which comprises the Interstate 10 freeway interchange improvements and the Cedar Avenue widening, as well as the replacement of the Cedar Avenue railroad overhead bridge, is approximately 56% complete as of March 20, 2025. Construction began on January 30, 2023, with an original scheduled completion date of April 17, 2025. However, due to delays, in part related to the construction of the railroad overhead bridge, the construction is currently expected to be completed by December 2026, followed by a one-year plant establishment period.

Recommendation A:

In October 2020, the Board approved award of Contract No. 20-1002342 with WSP USA, Inc., for Construction Management Services for the Project with a contract expiration date of September 30, 2025. Based on the current Project schedule, it is anticipated that construction and plant establishment will be completed by December 2027. Amendment No. 1 to Contract No. 20-1002342 would extend the expiration date of the contract from September 30, 2025, to September 30, 2028, to provide construction management services as needed through completion of construction activities, as well as closeout activities. No additional funds are currently needed. However, depending on any future railroad delays, an amendment to increase contingency funds for WSP may be presented to the Board in the future.

Recommendation B:

Pursuant to Contracting and Procurement Policy No. 11000, Section IV.B.4, the maximum term for procurement contracts shall be five years unless otherwise authorized by the Board. As Amendment No. 1 extends Contract No. 20-1002342 beyond the five-year term,

Board authorization for an exception to the five-year contract term provision is requested to ensure continuity of the construction management services, in order to successfully complete and closeout the Project.

Recommendation C:

In February 2024, pursuant to Policy No. 11000 Section VIII.B.5, the General Counsel approved and executed Contract No. 24-1003121 with Theodora Oringher, P.C. (TO), in an amount of $100,000, to provide advice, negotiation, and legal support regarding construction-related claims and disputes made by the Contractor.

TO has provided construction-related potential claims and legal support for this Project since March 2024, and the level of effort required to support the Contractor's potential claims has exceeded initial expectations. It has become apparent that there are other areas where TO legal support is necessary.

TO has provided a cost proposal for additional legal support, anticipating additional potential construction-related claims and the potential need for discovery and litigation support services.

Amendment No. 1 to Contract No. 24-1003121 requests an additional $1,345,650 for a new not-to-exceed contract amount of $1,445,650. Based on project progress to date, this amendment does not require an update to the overall Project funding plan as the remainder Construction Contingency of $8,705,098 will be used to cover the additional legal costs.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2024/2025 and funded with Measure I Valley Interchange and Local funds, in Program 40, Project Delivery under Task No.0830 Interchange Projects, Sub Task 0897 I-10 Cedar Avenue Project.

Reviewed By:
This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.

Responsible Staff:
Khalid Bazmi, Construction Manager

Contract Summary Sheet

General Contract Information

Contract No: 20-1002342 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 01610 Vendor Name: WSP USA, Inc

Description: I-10 Cedar Avenue Interchange Project Construction Management Services

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	10,341,100.00	Original Contingency	$	1,034,110.00
Prior Amendments	$	-	Prior Amendments	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**10,341,100.00**	**Total Contingency Value**	**$**	**1,034,110.00**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**11,375,210.00**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11641

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Construction Management

Accounts Payable

Estimated Start Date: 10/07/2020 Expiration Date: 09/30/2025 Revised Expiration Date: 09/30/2028

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 10,341,100.00	Total Contingency: $ 1,034,110.00
GL:	6010	40	0830	0897	52005	42340014	650	San Bernardino County	2,895,508.00	289,550.80
GL:	4120	40	0830	0897	52005	41100000	650	MSI IC	7,445,592.00	744,559.20
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Heng Chow
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: Billed at 28%/72% to make up for County overcontribution in PE phases. Amend#1 is for time extension without cost.

Attachment: CSS-20-1002342-01 (11641 : I-10 Cedar Interchange Project - Amendments to Construction Management and Legal Support

AMENDMENT NO. 1 TO CONTRACT NO. 20-1002342

FOR

I-10 CEDAR AVENUE INTERCHANGE PROJECT
CONSTRUCTION MANAGEMENT SERVICES

(WSP USA INC.)

This Amendment No. 1 to Contract No. 20-1002342 is made by and between WSP USA INC. ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"):

RECITALS:

A. SBCTA, under Contract No. 20-1002342, engaged the services of CONSULTANT to provide construction management services for the I-10 Cedar Avenue Interchange Project ("Contract").

B. Parties now desire to amend the Contract and extend the Performance Period by three (3) years through September 30, 2028.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and SBCTA agree as follows:

1. ARTICLE 4.1, is revised and restated in its entirety to read as follows:

   "This Contract shall go into effect on October 7, 2020, 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 September 30, 2028, unless extended by written amendment."

2. The Recitals set forth above are incorporated herein by this reference.

3. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.

4. The Amendment No. 1 is effective upon execution by SBCTA.

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

DRAFT

Attachment: [PDF] 20-1002342-01 (11641 : I-10 Cedar Interchange Project - Amendments to Construction Management and Legal Support

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 below.

WSP USA INC.

By: _____
Derich Sukow
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

Date: _____

CONCURRENCE:

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

DRAFT

Attachment: [PDF] 20-1002342-01 (11641 : I-10 Cedar Interchange Project - Amendments to Construction Management and Legal Support

Contract Summary Sheet

General Contract Information

Contract No: 24-1003121 Amendment No.: 1

Contract Class: Payable Department: General Counsel

Vendor No.: 03887 Vendor Name: Theodora Oringher, P.C.

Description: Claims Support for I-10 Cedar Avenue Construction

List Any Related Contract Nos.: 22-1002784

Dollar Amount

Original Contract	$	100,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	1,345,650.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**1,445,650.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**1,445,650.00**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11641

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 01/15/2024 Expiration Date: 12/31/2028 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 1,445,650.00	Total Contingency: $ -
GL:	4120	40	0830	0897	52200	41100000	650	MSI IC	1,011,955.00	-
GL:	6010	40	0830	0897	52200	42340014	650	SB County	433,695.00	-
GL:										-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Julianna Tillquist
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS-24-1003121-01 (11641 : I-10 Cedar Interchange Project - Amendments to Construction Management and Legal Support

Attachment: [PDF] 24-1003121-01 (11641 : I-10 Cedar Interchange Project - Amendments to Construction Management and Legal Support

AMENDMENT NO. 1 TO CONTRACT NO. 24-1003121

FOR

ON-CALL LEGAL SERVICES

(THEODORA ORINGHER, P.C.)

This AMENDMENT No. 1 to Contract No. 24-1003121 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Theodora Oringher, P.C. ("ATTORNEY"). SBCTA and ATTORNEY are each a "Party" and collectively the "Parties" herein.

RECITALS:

A. On February 28, 2024, SBCTA entered into Contract No. 24-1003121 ("Contract") to engage the services of ATTORNEY to provide legal services related to I-10 Cedar Avenue Construction Project.

B. SBCTA has an ongoing need for the legal services described in Exhibit A to the Contract; and

C. Parties desire to amend the Contract to increase the not-to-exceed amount by $1,345,650, for a revised total of $1,445,650, to allow ATTORNEY to complete work within a revised project budget.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3.1 is revised in its entirety to read as follows:

> "The total Not-To-Exceed Amount is One Million Four Hundred Forty-Five Thousand and Six Hundred Fifty Dollars ($1,445,650) for Work to be provided under this Contract. SBCTA shall compensate ATTORNEY for Work performed pursuant to the rates set forth in Exhibit B, "Attorneys' Fees and Charges". The hourly rates identified in Exhibit B shall remain fixed for the term of this Contract and include ATTORNEY's direct labor costs, indirect costs, and profit subject to 3.2 below. All costs and expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B. Due to the uncertainties and variability of claim and/or litigation strategies by opposing counsel, ATTORNEY does not agree that it can complete the Work within the Not-To-Exceed Amount. However, if the total cost of the Work approaches the Not-To-Exceed figure, ATTORNEY will notify SBCTA so that SBCTA and ATTORNEY can prepare a written amendment to this Agreement increasing the Not-To-Exceed Amount."

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2. Exhibit B – "ATTORNEYS' FEES AND CHARGES" is replaced in its entirety with Exhibit B-1, attached hereto and incorporated herein.

3. The Recitals set forth above are incorporated herein by this reference.

4. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect.

5. This Amendment No. 1 is effective on the date executed by SBCTA.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 below.

THEODORA ORINGHER P.C.

By: _____

Brian J. Headman
Senior Attorney

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

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: _____

DRAFT

Attachment: [PDF] 24-1003121-01 (11641 : I-10 Cedar Interchange Project - Amendments to Construction Management and Legal Support

EXHIBIT B-1 "ATTORNEYS' FEES AND CHARGES"

Name	Classification/Title	Job Function	Hourly Rate	
Brian J. Headman	Senior Attorney	Attorney	$	535
Erich R. Luschei	Senior Attorney	Attorney	$	535
Katherine J. Flores	Senior Attorney	Attorney	$	535
TBD	Senior Attorney	Attorney	$	535
Jaime L. Pruzansky	Associate	Attorney	$	435
Angela Y. Li	Associate	Attorney	$	435
Jin Oh	Associate	Attorney	$	435
TBD	Associate	Attorney	$	435
TBD	Paralegal	Paralegal	$	225

SBCTA will pay directly or reimburse ATTORNEY through the ATTORNEY's invoicing for all out-of-pocket expenses reasonably incurred in connection with this engagement. Such expenses include, without limitation, filing fees, database research, reporter fees, witness fees, bond fees, court costs, long distance telephone, electronic discovery or due diligence vendor fees, delivery, copying, travel, and secretarial or staff overtime if needed. When evening or weekend work is required, we may incur actual costs in using our office space, including after-hours HVAC charges, which will be reimbursed by SBCTA.

DRAFT

Attachment: [PDF] 24-1003121-01 (11641 : I-10 Cedar Interchange Project - Amendments to Construction Management and Legal Support

Minute Action

AGENDA ITEM: 16

Date: June 4, 2025

Subject:
Progress Briefing Report through March 2025

Recommendation:
Receive the Major Projects Status Report for the period through March 2025.

Background:
The Major Projects Status Briefing for the period through March 2025 is a high-level summary of relevant project information. San Bernardino County Transportation Authority (SBCTA) staff would like to highlight the following projects for this period:

1. Metrolink Active Transportation Program (ATP) Phase 2:

This project utilized local and ATP funds to provide pedestrian and bicycle improvements at five Metrolink stations and the Pacific Electric Bike Trail in the Cities of Montclair, Upland, Rancho Cucamonga, Fontana, and San Bernardino. Improvements on this $8 million project include sidewalks, curb access ramps, wayfinding signs, crosswalks, bike lanes, and a raised Class IV protected cycle track. A celebration of project completion is being planned for Friday, May 16, 2025, in the City of Rancho Cucamonga.

2. Interstate 215 University Interchange Project:

This project transforms a conventional diamond interchange into an innovative diverging diamond configuration to reduce traffic congestion and improve freeway access for the City of San Bernardino. Construction on this $17 million project began in January and is anticipated to take approximately one year to complete. This project is funded by a combination of Federal, City Developer Impact Fees, and Measure I funds.

3. Interstate 15 (I-15) Cajon Pass Northbound Freight Corridor Project:

This Project will investigate the feasibility of constructing one truck climbing lane from Kenwood Avenue to State Route 138 to ease significant congestion on northbound I-15, of which trucks comprise 15.63%. The procurement process commenced in January to solicit firms to assist SBCTA in providing Project Initiation, Preliminary Engineering, and Environmental services. The award of this contract is targeted to come before the Board of Directors in July 2025. I-15 is a nationally significant trade corridor in America's freight network; advancing a project in the Cajon Pass area is essential for positioning California Department of Transportation and SBCTA to successfully apply for the 2026 Trade Corridor Enhancement Program (TCEP) (Cycle 5). To maximize the likelihood of obtaining future TCEP funding, the Project Approval and Environmental Document for this project must be completed by the end of 2026.

Financial Impact:
This item is consistent with the adopted Budget for Fiscal Year 2024/2025 and the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on May 15, 2025.

Entity: San Bernardino County Transportation Authority

Responsible Staff:
Kristi Lynn Harris, Director of Project Delivery

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 17

Date: June 4, 2025

Subject:
Carbon Reduction Program - Amendment No. 3 Priority Project List Submittal to Southern California Association of Governments

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

A. Approve submittal of the following modification to the priority project nomination list to the Southern California Association of Governments for Carbon Reduction Program funding:

- Reallocation of $975,000 originally awarded to the City of Montclair for the Fremont Avenue – Arrow Highway Active Transportation Improvements Project, to the City of Rancho Cucamonga's City Center Boulevard Design – Haven Avenue and Foothill Boulevard Project to help cover cost increases.
- Reallocation of $1,405,800 awarded to the City of San Bernardino for the Arrowhead Grove Electric Vehicle Charging Stations Installation Project, to the City of Highland's Highland/Redlands Regional Connector Project to help cover cost increases that allow for necessary connections to the Highland/Redlands Gap Project

B. Authorize the SBCTA Project Manager to approve reallocation of funds from the City of Redlands' share of the Highland/Redlands Regional Connector Project, to the City of Highland should a balance become available.

Background:
On March 1, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved a preliminary project list to be funded by the Federal Carbon Reduction Program (CRP) with the understanding that this list was subject to eligibility approval by the Southern California Association of Governments (SCAG) and the California Department of Transportation (Caltrans). The Board authorized staff to coordinate with local agency staff on finalizing the project scope, schedule, and funding for final approval by the Board on a project-by-project basis. Two of these projects, the North and South Highland/Redlands Regional Connector Projects, were approved by the Board for an allocation of CRP funds by way of a separate item during the same meeting.

The State's initial understanding of the new program guidelines was that funds were apportioned based on the population share of the counties. However, the Federal Highway Administration (FHWA) subsequently determined that the project selection process identified under 23 Code of Federal Regulations § 450.332 would apply to CRP funding, similar to the Congestion Mitigation and Air Quality and the Surface Transportation Block Grant programs.

This determination by FHWA meant that SBCTA had to make a change in the CRP funding strategy for our region. In March 2023, the SBCTA Board approved a preliminary project list for the first three years of funding (Fiscal Year (FY) 2021/2022, FY 2022/2023, and FY 2023/2024) and made it available to the local Active Transportation Projects (ATP). This was done based on the understanding that the current apportionment for California is around $107 million annually and that San Bernardino County's share is projected to be around $3.79 million per year for the

next five years. With the new ruling, the projected annual proportional share for San Bernardino County no longer applied, and the submission schedule of the eight preliminary projects selected during the March 2023 Board meeting needed to be reconfigured.

On March 21, 2023, SCAG notified SBCTA of the initial first-year interim CRP resolution and plan. SCAG had approached FHWA and Caltrans about the need for expedited programming of CRP apportionments for our region, given the tight timeline on obligations and that our projects had already been identified through SBCTA's sub-regional approval process. In recognition of this, FHWA agreed to the programming of FY 2021/2022 apportionments only, under an expedited Metropolitan Planning Organization project selection process based on actions taken by the County Transportation Commission (CTC). SCAG requested that each of the CTCs identify priority projects for consideration for CRP funding for FY 2021/2022 only and submit them to SCAG staff by close of business on March 24, 2023. SBCTA staff was able to work with seven jurisdictions to submit eight projects with a refined scope and schedule to SCAG by the deadline. SCAG staff then selected projects from the initial SBCTA Board-approved priority projects list and incorporated the nominations into the staff report for Regional Council approval on April 6, 2023.

Since that was an interim process focused only on FY 2021/2022 funding, during the discussion with jurisdiction staff, SBCTA emphasized the importance of obligating the funds by September 30, 2025 and expending the funds by September 30, 2030. SCAG also emphasized that the identified projects needed to be ready-to-go to receive Federal concurrence for expedited programming. Additionally, since the SCAG region's FY 2021/2022 CRP share was approximately $33.5 million, and SBCTA's sub-regional request was slightly over $11 million for eight projects (i.e. larger than what would be SBCTA's normal share for FY 2021/2022), it was important to prioritize the March 24, 2023 project list submittal based on prior Board approvals, project readiness, and need in the event SCAG was unable to program CRP funding for the entire list. The Project needs to have included links to other grant funding requirements and Transportation Control Measure commitments. Thus, projects not selected for FY 2021/2022 funding with SCAG needed to be resubmitted for the future year CRP funding.

Per FHWA direction, SCAG developed program guidelines for the selection of projects for FY 2022/2023 through FY 2025/2026, the remaining years of the CRP apportionments. Ultimately six more projects from the CRP Priority List were awarded funding by SCAG, as shown in Table 1 on page 4 of this item.

Throughout this process, SBCTA staff has been working with member agencies to help curate a proposed CRP Priority List for SBCTA Board consideration. Thus far, the SBCTA Board has approved the following Priority List iterations:

- March 1, 2023: Preliminary list was quickly created with the assistance of member agencies in anticipation of the FY 2021/2022 funding opportunity, which would require projects that could commit to funding on a tight timeline.
- April 5, 2023: First list slightly modified the preliminary list in response to a notification from SCAG on March 21, 2023, of the initial first-year interim CRP resolution and plan. This is the list that was submitted to SCAG on March 24, 2023, and approved by Regional Council on April 6, 2023. The result was FY 2021/2022 funding for the full award amount for the top two priorities, Highland and Redlands Regional Connector projects, and partial funding for the third, Fontana (north) San Sevaine Trail.

- January 3, 2024: Amendment 1 added gap funding for Fontana's (north) San Sevaine Trail and San Bernardino's Arrowhead Grove Charging Stations.
- April 3, 2024: Amendment 2 replaced Rancho Cucamonga's Cycle Track Extension Project with their design for Haven Complete Streets Project, increased their award amount from $600,000 to $3,000,000, and moved the project from Priority No. 8 to Priority No. 7. This amendment also increased the award amount for the Town of Apple Valley's Bear Valley Road Bridge ATP from $1,143,535 to $1,382,200.

Since the previous Board adopted the CRP Priority List, the City of Montclair encountered a delay due to environmental clearance for their Fremont Avenue – Arrow Highway Active Transportation Improvements Project and will not be able to obligate funds within the CRP required timeframe. Thus, the City of Montclair respectfully forfeited this award and sought funding elsewhere. SBCTA staff assisted the City of Montclair in securing State funding through SCAG's Regional Early Action Planning 2.0 CTC Partnership Program to lessen the environmental permitting requirements from Caltrans. Staff is currently working on a separate funding agreement to accomplish the funding switch. In lieu of the Fremont Avenue project, SBCTA staff proposes to keep the funds within the West Valley by reallocating them to the City of Rancho Cucamonga's City Center Boulevard Design - Haven Avenue and Foothill Boulevard Project (Haven and Foothill). The City of Rancho Cucamonga was previously awarded $3 million in CRP funds to complete the design of the Haven and Foothill project. Due to cost increases, additional funding is needed to complete all field investigations at the 30% design level.

Additionally, the City of San Bernardino, in partnership with the San Bernardino County Housing Authority, was awarded $1.4 million for installing Electric Vehicle charging stations and infrastructure at the Arrowhead Grove development. However, an alternate funding source has been identified, so the need for funding for the chargers at the development site has waned, and the City has forfeited its CRP award. Staff proposes reallocating these funds within the East Valley to the City of Highland for the FY 2021/2022 Highland/Redlands Regional Connector Project to allow for necessary connections to the Highland/Redlands Gap Project. See Attachment A for additional information.

It is important to note that per SCAG guidelines, the CRP funds can only be redistributed within the currently awarded project list, as shown in Table 1 on the following page. Based on the CRP programming procedures, priority for additional funding from project cancellations stays within the same County as follows:

- SCAG selected partially funded projects
- SCAG selected projects with cost increases, or
- Contingency list projects, awarded by SCAG ranking

Since SBCTA did not have a partially funded project or a contingency list under the CRP program, in order to keep the funds within the County, staff has received concurrence from SCAG staff to reallocate the canceled project cost to an existing project with a cost increase.

Based on this new information, SBCTA staff recommends revising the CRP Priority List as outlined in Recommendation A and in Table 1 on the following page.

Table 1: Carbon Reduction Program Priority List

Priority No.	Agency & Project	Preliminary List (Board: 3/1/23)	First List (Board: 4/5/23)	Amendment 1 (Board: 1/3/24)*	Amendment 2 (Board: 4/3/24)	Amendment 3 (Board: TBD)
1	Redlands: South Highland/Redlands Regional Connector	$677,340	$677,340	$677,340	$677,340	$677,340
2	Highland: North Highland/Redlands Regional Connector	$701,913	$701,913	$701,913	$701,913	**$2,107,713**
3	Fontana: (North) San Sevaine Trail	$2,000,000	$4,000,000	$2,721,400	$2,721,400	$2,721,400
Total FY22 Projects		$3,379,253	$5,379,253	$4,100,653	$4,100,653	$5,506,453
4	Fontana: (North) San Sevaine Trail	NA	NA	$1,500,000	$1,500,000	$1,500,000
5	Montclair: Fremont Ave./Arrow Hwy. ATP Improveme	$1,000,000	$975,000	$975,000	$975,000	**$0**
6	Apple Valley: Bear Valley Road Bridge ATP elements	$2,000,000	$1,143,535	$1,143,535	$1,382,200	$1,382,200
7	Rancho Cucamonga: Haven Complete Streets Corridor	$1,000,000	$600,000	$600,000	$3,000,000	**$3,975,000**
8	County: Del Rosa Sidewalk Improvements***	$1,000,000	$961,000	$961,000	$961,000	$961,000
9	San Bernardino: Arrowhead Grove Charging Stations	NA	NA	$1,405,800	$1,405,800	**$0**
10	SBCTA: VMT Mitigation Bank	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
FY23-26 Application Total		$7,000,000	$5,679,535	$8,585,335	$11,224,000	$9,818,200
Grand Total:		**$10,379,253**	**$11,058,788**	**$12,685,988**	**$15,324,653**	**$15,324,653**

*FY22 Application Total in Amendment 1 reflects the total amount awarded in FY22.
**Recommendation in Amendment 2: change project from Cycle Track Extension Project, increase amount, and increase ranking from #8 to #7.
***Recommendation in Amendment 2: change project from Olive St. and lower ranking from #7 to #8.

Since it looks as though there may be a remaining balance on the City of Redlands' share of the Highland/Redlands Regional Connector Project, SBCTA also recommends authorization be granted to the SBCTA Project Manager to approve the reallocation of funds from the City of Redlands to the City of Highland for the same project should a balance become available.

Financial Impact:
This item is consistent with the adopted Budget for Fiscal Year 2024/2025 and the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025. This is an update to an item in the April 3, 2024 SBCTA Board meeting agenda on Carbon Reduction Program funding.

Responsible Staff:
Josh Lee, Deputy Director of Planning

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

cog
Council of Governments

sb

cta
County Transportation Authority

Attachment: Attachment A: CRP Project List Revision Request (11649 : Carbon Reduction Program - Amendment No. 3 Priority Project List

April 22, 2025

Dear Heidi Busslinger,

San Bernardino County Transportation Authority (SBCTA) respectfully requests an amendment to the Carbon Reduction Program (CRP) project award list to shift funds awarded to projects that have found alternate fund sources to projects that have experienced unforeseen cost increases. Per Southern California Association of Governments' (SCAG) programming procedures, additional funding is allowed to stay within the same county through the following means:

- SCAG selected partially funded projects
- SCAG selected projects with cost increases
- Contingency list projects, awarded by SCAG ranking

The fund transfer amendment request includes:

1. Reallocation of $975,000 awarded to the City of Montclair for the Fremont Avenue – Arrow Highway Active Transportation Improvements Project to the City of Rancho Cucamonga's City Center Boulevard Design – Haven Avenue and Foothill Boulevard Project to help cover cost increases.

The City of Montclair was awarded $975,000 for the Fremont Avenue Project (**Attachment A** – Freemont Project Map) in the 2023 – 2026 round of CRP funding. However, the project has encountered a delay due to environmental clearance and will not be able to obligate funds within the CRP required timeframe. Thus, the City is forced to respectfully forfeit this award as they seek funding for this project elsewhere (**Attachment B** – Letter from City of Montclair).

In lieu of the Fremont Avenue project, SBCTA proposes to reallocate these funds to the City Center Boulevard Design - Haven Avenue and Foothill Boulevard Project (Haven and Foothill) in the City of Rancho Cucamonga (**Attachment C** – Haven and Foothill Project Maps). The City of Rancho Cucamonga was previously awarded $3 million in CRP funds to complete design of the Haven and Foothill project. Due to cost increases, additional funding is needed for this project in order to complete all field investigations at the 30% design level (**Attachment D** – Letter from City of Rancho Cucamonga). SCAG staff preliminarily indicated that this request would be granted (**Attachment E** – Email from SCAG staff).

2. Reallocation of $1,405,800 awarded to the City of San Bernardino for the Arrowhead Grove EV Charging Stations Installation Project to the City of Highland's Highland/Redlands Regional Connector Project to help cover cost increases. As a precaution, should there be a funding balance from the City of Redlands' share of the Highland/Redlands Regional Connector Project, SBCTA request those funds also be reallocated to the City of Highland for the same project.

The City of San Bernardino was awarded $1.4 million for the installation of EV charging stations and infrastructure at the Arrowhead Grove development (**Attachment F** – EV Project Map). However, an

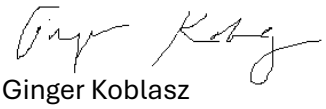
alternate funding source has been identified, therefore the need to add chargers to the development site has waned and City has rescinded their CRP award (**Attachment G** – Letter from City of San Bernardino).

SBCTA proposes to reallocate these funds to the City of Highland for the FY 2022 Highland/Redlands Regional Connector Project (**Attachment H** – Highland/Redlands Connector Projects Map) to address a cost increase related to signal modifications for high visibility pedestrian/bicycle crosswalk improvements at Cemex Access Crossing and Greenspot Road. This signal connects the northern terminus of the "Gap" to the City of Highland's bicycle lane. Additionally, unit prices have increased overall due to material and labor cost increases. SBCTA will be added as a co-lead agency to the Project in the Federal Transportation Improvement Program to facilitate allocation of these funds; however, it may be possible that Caltrans will require that this specific scope be split from the Highland project when it is time for authorization of the funds.

For background information, the entire Highland/Redlands Connector Project was originally funded by the Cycle 2 Active Transportation Program (ATP) with local and SBCTA Transportation Development Act Article 3 match. Unfortunately, the ATP funding had to be forfeited due to a 4:1 mitigation ruling. To keep this vital project 20+ years in the making moving forward, it was split up into three components, all of which are interconnected and necessary to facilitate cycling and walking across the Santa Ana River which separates students from their school and residents from their jobs. The cities of Highland and Redlands were able to proceed with portions of the original project within their jurisdictions thanks to FY 2022 CRP funding while SBCTA worked to secure a more attainable environmental mitigation ruling for the impacted "Gap" section. SBCTA's efforts have been successful, most of the funding has been secured, and closure of the "Gap" is moving forward.

Thank you for your consideration and assistance. Please let me know if you have any questions and/or if any additional information is needed.

Respectfully,

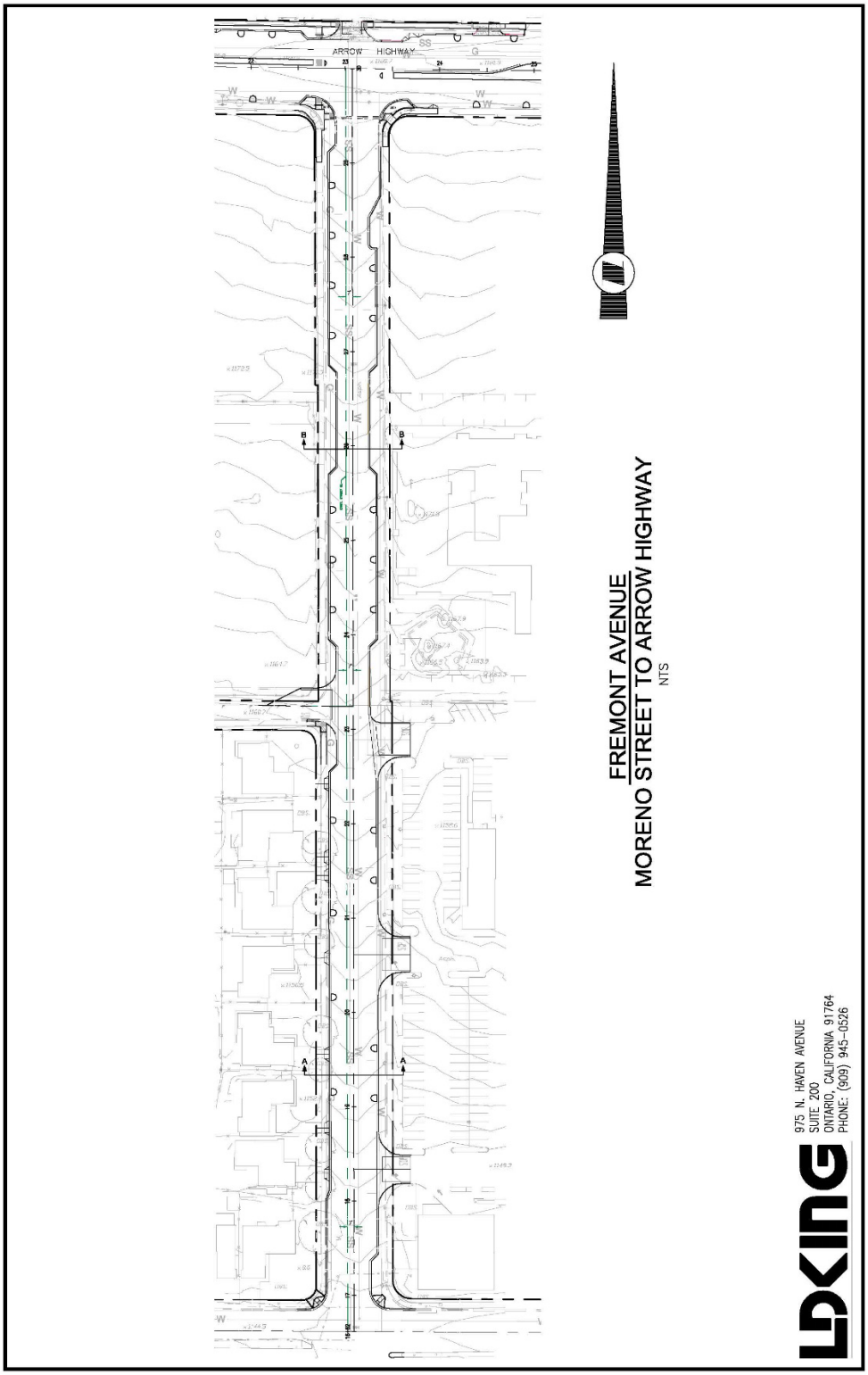


Ginger Koblasz
Data & Analytics Program Manager

Attachment: Attachment A: CRP Project List Revision Request (11649 : Carbon Reduction Program - Amendment No. 3 Priority Project List

Attachment A: Freemont Project Map

Fremont Avenue – Arrow Highway Active Transportation Improvements, City of Montclair



Attachment: Attachment A: CRP Project List Revision Request (11649 : Carbon Reduction Program - Amendment No. 3 Priority Project List

Attachment B: Letter from City of Montclair

MONTCLAIR

BUILD THE GOLD LINE TO MONTCLAIR

March 18, 2025

Josh Lee
Deputy Director of Planning and Regional Programs
San Bernardino County Transportation Authority
1170 West 3rd Street
San Bernardino, CA 92410

Subject: Relinquish of Funds for the Freemont Avenue/Arrow Highway Active Transportation Improvements Project

Dear Mr. Lee,

The City of Montclair was awarded $975,000 of Carbon Reduction Program (CRP) funds to fund the installation of active transportation infrastructure such as bike lanes, sidewalks, curb and gutter, ADA ramps, signing and striping, drainage, paving, efficient street lighting, and traffic signal modifications. Arrow Highway and Fremont Avenue are thoroughfares connecting a transit-oriented development and business center to the Montclair Transcenter Station (Future Gold ("L") Passenger Rail Line). The roadway geometry improvements to Fremont Avenue will provide, encourage, and promote safe bicycle and pedestrian walkability from Moreno Street and Montclair Place to the Transcenter.

However, the project has encountered a delay due to environmental clearance and will not be able to obligate the funds within the required timeframe. The City will seek an alternate funding source for this project while forfeiting the CRP awarded funds. We would greatly value your support in this project and look forward to future collaborations.

Should you have any questions regarding this letter, please feel free to contact Rosemary Hoerning or myself at (909) 625-9446 or (909) 625-9405 respectively.

Sincerely,

Edward C. Starr
City Manager

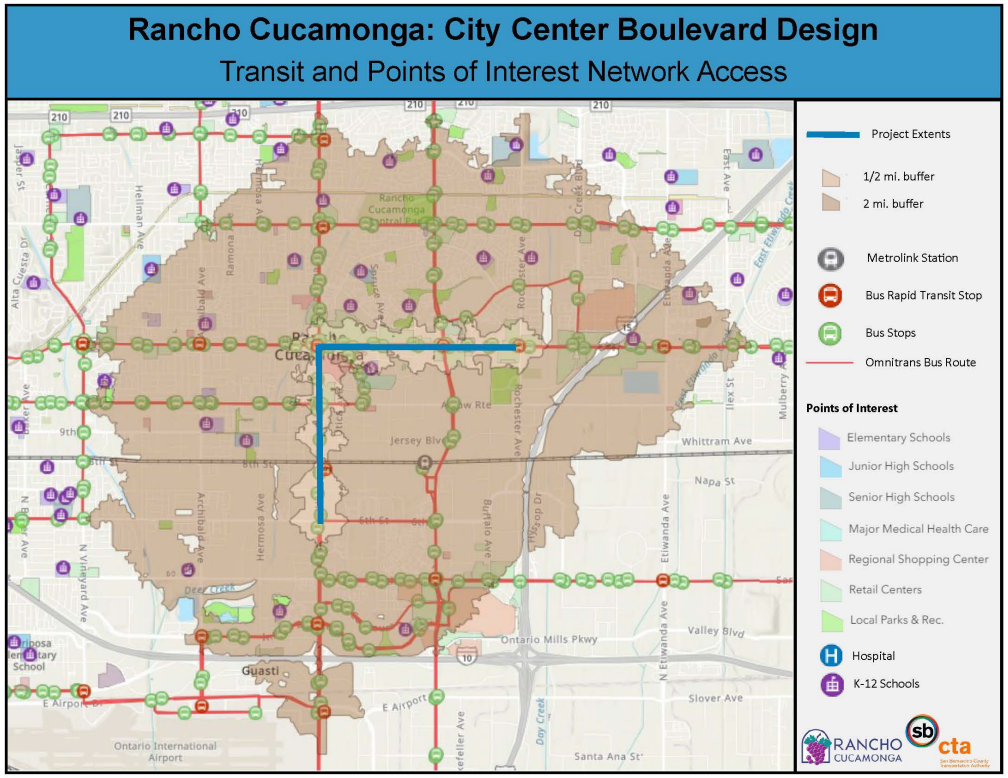
CITY OF MONTCLAIR
5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

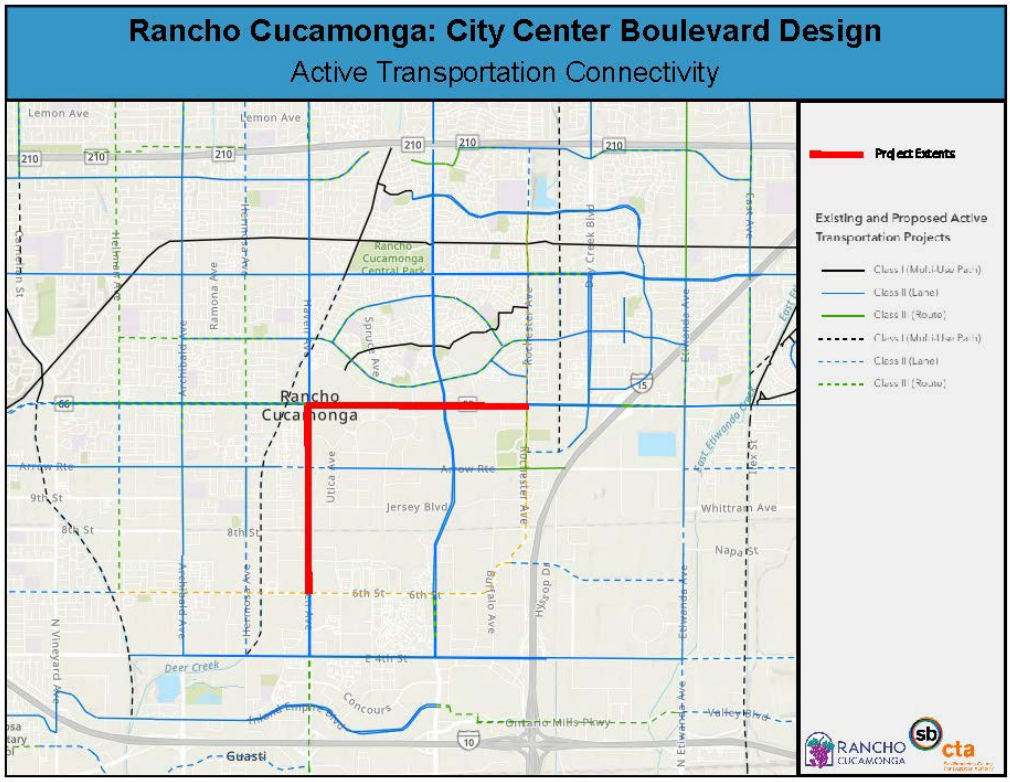
Mayor Javier John Dutrey • Mayor Pro Tem Corysa Martinez • Council Members: Bill Ruh, Benjamin Lopez, Xavier Mendez • City Manager Edward C. Starr

Attachment: Attachment A: CRP Project List Revision Request (11649 : Carbon Reduction Program - Amendment No. 3 Priority Project List

Attachment C: Haven and Foothill Project Maps

City Center Boulevard Design – Haven Avenue and Foothill Boulevard, City Rancho Cucamonga





Attachment: Attachment A: CRP Project List Revision Request (11649 : Carbon Reduction Program - Amendment No. 3 Priority Project List

Attachment D: Letter from City of Rancho Cucamonga

Attachment: Attachment A: CRP Project List Revision Request (11649 : Carbon Reduction Program - Amendment No. 3 Priority Project List

Mayor L. Dennis Michael | **Mayor Pro Tem** Lynne B. Kennedy
Council Members Ryan A. Hutchison, Kristine D. Scott, Ashley N. Stickler
City Manager John R. Gillison

CITY OF RANCHO CUCAMONGA

10500 Civic Center | Rancho Cucamonga, CA 91730 | 1-909-477-2700 | www.CityofRC.us

March 24, 2025

Josh Lee
Deputy Director of Planning and Regional Programs
San Bernardino County Transportation Authority
1170 West Third Street
San Bernardino, CA 92410

SUBJECT: REQUEST FOR ADDITIONAL FUNDING FOR THE HAVEN AVENUE AND FOOTHILL BOULEVARD CITY CENTER BOULEVARDS PROJECT

Dear Mr. Lee,

The City of Rancho Cucamonga (City) was previously awarded $3 Million of Carbon Reduction Program (CRP) funds to fund the design of the Haven Avenue and Foothill Boulevard City Center Boulevards Project (Project). The Project will allow the City to set the re-imagining of two major thoroughfares in motion and will be the next step in bringing construction of these corridors closer to reality. The Project's main goal is to create a sense of "place" in the City's future downtown infill and affordable housing areas along Haven Avenue and Foothill Boulevard. The design will include extensive complete street elements consisting of improved pedestrian and bicycle facilities, access to transit stops, and will include design options for an eventual City Center with dedicated transit lanes on Foothill Boulevard. These improvements will ensure mobility options are available for users of all ages and abilities.

We are actively working to obligate the initial funding amount received for this project and intend to award the design contract this fiscal year. However, the project has encountered cost increases due to the need to complete all field investigations at the 30% design level. Additional funds of $961,000 is needed to help bridge the gap.

We would greatly appreciate these additional funds to help us advance this important project for our City. Thank you in advance for your consideration.

Sincerely,
ENGINEERING SERVICES DEPARTMENT

Jason Welday
Director of Engineering Services/City Engineer

Attachment E: Email from SCAG Staff Preliminarily Approving Funding Swap for Montclair and Rancho Cucamonga

From: Kate Kigongo <kigongo@scag.ca.gov>
Sent: Wednesday, September 25, 2024 4:26 PM
To: Josh Lee <jlee@gosbcta.com>; Annie Nam <NAM@scag.ca.gov>
Subject: Re: REAP/ CRP project description

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.

Hi Josh -

Nice to see you on Tuesday at the Demographic Workshop. I'm following up on this email.

We are OK with you swapping out Rancho and adding Montclair construction in. I will need an updated Scope Approval Form so that we can proceed. If you decide to not swap in Montclair for Rancho, and want to continue to do design for other cities, I'll still need an updated Scope Approval Form.

SCAG cannot facilitate a swap with Metro - the two fund sources are too different and will not follow our process from the various calls for projects. Instead, you'll need to work with Heidi and Pablo in programming to determine how best to proceed with the extra CRP funds. If you are not able to reprogram them to existing projects, they may need to be released to the contingency list.

Please let me know if you have any questions,
Kate

Kate Kigongo

Manager, Partnerships for Innovative Deployment

Tel: (213) 236-1808

kigongo@scag.ca.gov

Attachment: Attachment A: CRP Project List Revision Request (11649 : Carbon Reduction Program - Amendment No. 3 Priority Project List

Attachment F: San Bernardino EV Project Map

Arrowhead Grove EV Charging Stations Installation, City of San Bernardino

Attachment: Attachment A: CRP Project List Revision Request (11649 : Carbon Reduction Program - Amendment No. 3 Priority Project List

Attachment G: Letter from City of San Bernardino

City of San Bernardino

March 17, 2025

Josh Lee, Deputy Director of Planning
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Subject: Rescission of Grant Application – Carbon Reduction Program (CRP) Arrowhead Grove Charging Station Project

Dear Mr. Lee,

Please consider this letter as formal notification that the City of San Bernardino is rescinding the grant application to the Carbon Reduction Program, submitted on behalf of the Housing Authority of San Bernardino County (HASBC) on November 21, 2023, for the project titled "Arrowhead Grove Charging Station Project".

The Housing Authority of San Bernardino County receiving an award from the Strategic Growth Council for the Affordable Housing and Sustainable Communities (AHSC) Grant. Through the AHSC Grant, HASBC has sufficient funds to carry out the deliverables for the installation of electric vehicle charging stations at Arrowhead Grove. The City has decided not to pursue this grant at this time as the grant was intended for the same project and location; installation of electric vehicle charging stations at Arrowhead Grove.

We appreciate your consideration of our initial application and the opportunity to review the grant guidelines.

Sincerely,

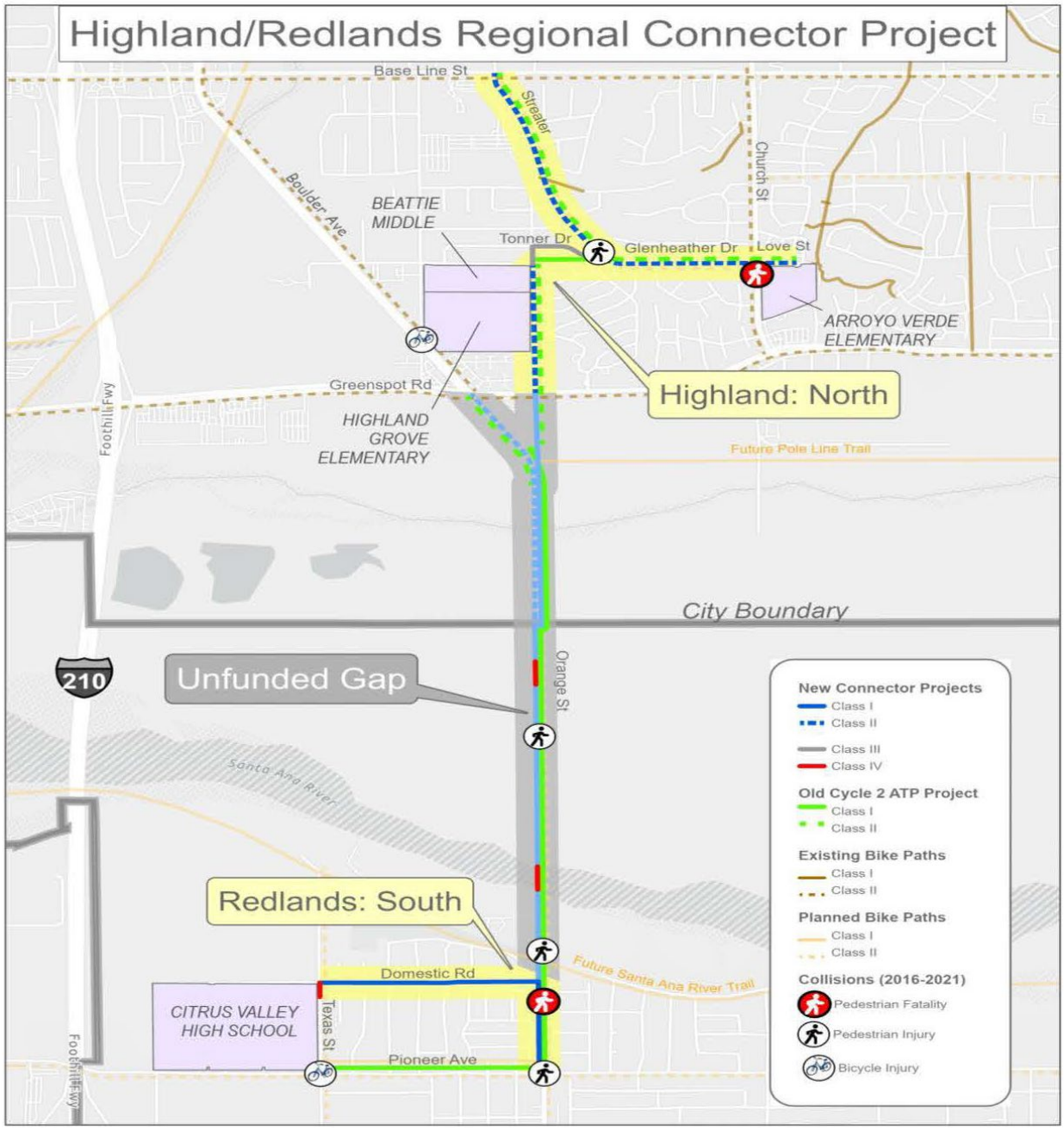
Bill Gallardo
Interim City Manager

290 North D St, San Bernardino, CA 92401 | P: 909-384-7272 | www.SBCity.org

Attachment: Attachment A: CRP Project List Revision Request (11649 : Carbon Reduction Program - Amendment No. 3 Priority Project List

Attachment H: Highland/Redlands Regional Connector Projects Map

Highland Regional Connector, City of Highland



Attachment: Attachment A: CRP Project List Revision Request (11649 : Carbon Reduction Program - Amendment No. 3 Priority Project List

Minute Action

AGENDA ITEM: 18

Date: June 4, 2025

Subject:
Awards for Smart Corridor Investments in the San Bernardino Valley

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

A. Approve an additional allocation of Measure I Valley Traffic Management System (TMS) funds in the amount of $483,526 to the San Bernardino Valley Smart Corridor program over and above the $5 million originally approved by the Board at the July 2021 Board meeting.

B. Allocate $660,400 of Valley Measure I TMS funds to the City of Colton for smart corridor improvements to Pepper Avenue and Valley Boulevard.

C. Allocate $1,000,000 of Valley Measure I TMS funds to the City of Highland for smart corridor improvements to Base Line and Greenspot Road.

D. Allocate $943,000 of Valley Measure I TMS funds to the City of Ontario for smart corridor improvements to Euclid Avenue.

E. Allocate $1,000,000 of Valley Measure I TMS funds to the City of Montclair for smart corridor improvements to Central Avenue.

F. Allocate $976,750 of Valley Measure I TMS funds to the City of Rialto for smart corridor improvements to Riverside Avenue.

G. Allocate $372,376 of Valley Measure I TMS funds to the City of San Bernardino for smart corridor improvements to Baseline Street.

H. Allocate $531,000 of Valley Measure I TMS funds to the City of Upland for smart corridor improvements to Foothill Boulevard.

I. Authorize the Executive Director, or his designee, to finalize and execute funding agreements for the projects awarded under this action, subject to approval as to form by SBCTA General Counsel.

Background:
The San Bernardino Council of Governments (SBCOG) completed the Smart County Master Plan (SCMP) in December 2024, with input from a full range of stakeholders, including local jurisdictions. One of the early action items in the SCMP is to move forward with a set of "smart corridors" to focus on controller technology and communication upgrades to improve traffic flow, with the additional consideration of incorporating technology to reduce bus delays on the Omnitrans network.

It is noted in the SCMP that the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) previously set aside $5,000,000 in Measure I Valley Traffic Management System (TMS) funds for investment in traffic signal coordination upgrades for five different corridors in the Valley, in addition to the Haven Avenue corridor already completed. Recommendation C of Agenda Item 8 in the July 2021 Board agenda stated:

C. Allocate $3,000,000 and $2,000,000 of Measure I Valley TMS program funds to be made available to East Valley and West Valley jurisdictions, respectively, through a competitive grant process to be developed by staff for implementation of a regional coordinated approach to San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) program improvements upon future Board of Directors approval.

When funds were committed to the SCMP, the Board directed staff to put the additional $5,000,000 in TMS allocation on hold until the SCMP was completed. The SCMP left open the final designation of smart corridors pending further outreach to treatments in those corridors.

In parallel with the SCMP, SBCTA recently completed the Long-Range Multimodal Transportation Plan (LRMTP). As part of the effort, two Board actions were taken that are connected to this Smart Corridor Request for Information (RFI) and recommended allocation of Valley TMS funding.

1. On December 4, 2024, the Board directed staff to conduct an evaluation of the Transit Signal Priority (TSP) application and other strategies to enhance local bus service, in conjunction with the development of smart corridors in the Valley, with an investment plan to be brought back to the Board by spring 2025.

   This effort is currently in process but is likely to be completed in winter 2025/2026. SBCTA has engaged with Omnitrans and the Orange County Transportation Authority to better understand the capabilities and potential application of TSP technology in San Bernardino County. This includes understanding the advancements in cloud-based TSP technology providers. The investments anticipated under this recommendation would promote opportunities for SBCTA, Omnitrans, and local jurisdictions to implement TSP in the future as many signals continue to use outdated technology that, at this time, would not be TSP-ready.

2. On March 5, 2025, the Board approved the LRMTP. The LRMTP reaffirmed the Priority Transit Corridors for future consideration of express bus and Bus Rapid Transit (BRT) improvements. The action also included the creation of the Top Tier of Priority Transit Corridors in the San Bernardino Valley. The Top Tier corridors (listed in alphabetical order, not priority) are:

   - Baseline/Highland Avenue, San Bernardino Transit Center to Greenspot Road
   - Foothill Boulevard, Victoria Gardens to San Bernardino Transit Center
   - San Bernardino Avenue, Ontario Mills to San Bernardino Transit Center

   The recommended allocations included consideration of the Priority Transit Corridors and Top Tier corridors when conducting the evaluation.

Consistent with directions from the SBCTA Board, staff prepared a Smart Corridor RFI that was circulated to member jurisdictions on January 15, 2025. The RFI process included the following schedule:

Task	Complete By
1. Distribute RFI to local jurisdictions	1/14/25
2. Question/answer session at Transportation Technical Advisory Committee (TTAC) meeting	2/3/25
3. Closing date for questions	2/17/25
4. SBCTA responses to questions	2/27/25
5. Receive corridor proposals from jurisdictions	3/17/25
6. Evaluate proposals	4/2/25
7. Seek approval at Metro Valley Study Session meeting	4/10/25
8. Board approval	5/7/25

Outreach efforts were made to the TTAC and City/County Manager's Technical Advisory Committee. Staff executed the RFI consistent with the schedule. Staff deviated from the schedule only to extend the window for submitting questions to SBCTA about the RFI, as well as providing responses to questions as they were received rather than waiting until February 27, 2025. In addition, for reasons identified in more detail below, the Metro Valley Study Session (MVSS) and Board approval portion of the schedule was delayed by a month.

To execute the geographical equity included in the July 2021 allocation of Valley TMS funds by the Board, project nominations were grouped into East and West Valley application pools. The East Valley was defined as Rialto and cities to the east. The West Valley was defined as Fontana and cities to the west. The County of San Bernardino was also eligible, and Bloomington will be considered as part of the East Valley.

The RFI generated strong interest from jurisdictions in both the West and East Valley. By March 17, 2025, the following proposals were received by SBCTA for a total request of $9,374,043:

East Valley Proposals Received – Total TMS Funding Requested - $3,900,043

- Colton – Pepper Avenue & Valley Boulevard
- Highland – Base Line & Greenspot Road
- Rialto – Riverside Avenue
- San Bernardino – Baseline Street
- San Bernardino – Highland Avenue
- San Bernardino – sbX
- Yucaipa – Oak Glen Road & Yucaipa Boulevard

West Valley Proposals Received – Total TMS Funding Requested - $5,474,000

- Chino – Philadelphia Avenue
- Ontario – Euclid Avenue
- Montclair (with Chino and County) – Central Avenue
- Montclair (with County) – Holt Boulevard & Mission Boulevard
- Rancho Cucamonga – Base Line Road, Archibald Avenue, Carnelian Avenue & Etiwanda Avenue
- Upland – Foothill Boulevard

Following receipt of the proposals, SBCTA convened a panel to review and evaluate the proposals on March 19, 2025. The proposals were evaluated on the criteria included in the RFI and included below:

Overall Quality and Clarity of Application	10
Project Purpose and Need	35
Project Delivery	25
Local Matching Funds	20
Location on SBVCTSS corridors and/or Omnitrans' priority transit corridors and TSP-readiness	10
Total Possible Score	**100**

The RFI established a $1,000,000 per project proposal maximum award and established a minimum match of 20%. After review of the proposals by the evaluation panel, the following are recommended for award by the SBCTA Board (listed in alphabetical order, not by priority).

Recommended Projects

	Tot. Cost	$ Request
EAST VALLEY		
Colton – Pepper Ave. and Valley Blvd.	$825,000	$660,400
Highland - Base Line and Greenspot Rd.	$1,339,484	$1,000,000
Rialto - Riverside Ave.	$1,201,750	$976,750
San Bernardino – Baseline St.	$465,470	$372,376
Subtotal for East Valley	$3,831,704	$3,009,526

WEST VALLEY		
Montclair - Central Ave.	$1,314,341	$1,000,000
Ontario - Euclid Ave.	$1,179,900	$943,000
Upland- Foothill Blvd.	$885,000	$531,000
Subtotal for West Valley	$3,379,241	$2,474,000

The original staff recommendation that was published in MVSS Agenda Item 6 for April 10, 2025, was reviewed at the April 2, 2025 TTAC meeting. Following the TTAC meeting, Upland staff informed SBCTA that their project was not included on the list of project applications received and evaluated. Upland staff asked SBCTA to confirm receipt of the proposal, and it was determined that the project proposal was not received by the RFI project manager because it had been intercepted by the SBCTA spam filter, but it had been received by the SBCTA email system prior to the deadline and was therefore deemed eligible. Once the proposal was identified in the spam filter, staff consulted with the Executive Director and it was determined that the RFI agenda item should be pulled from the MVSS April 10, 2025 agenda. The announcement was made at the beginning of the MVSS meeting.

The RFI review team then reassessed the proposals received for the West Valley jurisdictions. The merits of the three projects recommended for the award are all consistently superior applications. Rather than recommending a partial award for one or more of the projects, the staff recommendation is to award all three projects and increase the amount of Measure I Valley TMS

by $474,000 to include supplemental funding for the extra project costs. In addition, the April MVSS Agenda Item 6 included a recommendation for $9,526 of Measure I Valley TMS funds in excess of the prior Board allocation to be awarded in the East Valley. The original recommendation would have provided these funds from the remaining pool of West Valley funds. However, with the increase in funds recommended for the West Valley, this is no longer the case. The revised recommendation now includes this additional $9,526 to fully fund the four recommended East Valley projects.

The RFI did not receive proposals for the higher-level, more sophisticated smart corridors anticipated by the SCMP. However, a stated goal at the outset of this RFI was to provide funding to local jurisdictions for signal technology and communications upgrades needed to support other smart features, such as future TSP projects intended to improve the average speed for buses on the Omnitrans system.

The project investments provide enhancements to several north-south corridors as well as east-west corridors that are aligned with the Omnitrans System-wide Plan for priority transit corridors. While not directly providing immediate premium transit improvements, the investments lay the foundation for further TSP investments that will improve speed and reliability on the Omnitrans routes, making them more appealing options when commuters look to connect to the Metrolink and BRT systems.

SBCTA advocated for local jurisdictions to collaborate with each other on smart corridor improvements that would provide for multijurisdictional benefits. The applications received demonstrated consideration of cross-jurisdictional collaboration. It is also worth noting that the City of Montclair's application for Central Avenue provides direct project benefits for three jurisdictions, including the City of Chino and the County of San Bernardino.

Evaluation of the Haven Avenue Corridor

The focus of the funding awards described in this agenda item is to provide "investments in upgrades to traffic control equipment and signal coordination" with the objectives of both improving arterial corridor traffic operations and increasing TSP-readiness on the San Bernardino Valley Priority Transit Corridors. This objective is accomplished through the projects included in the staff recommendation.

As noted at the beginning of this agenda item, the initial $1 million investment by the Board in Valley arterial traffic signal system upgrades was the Haven Avenue Pilot Project in Ontario and Rancho Cucamonga. The Pilot Project included a number of more advanced smart corridor elements, including video detection, closed circuit television, fiber optics, and center-to-center communications, coordinated between the two cities. In addition, the corridor underwent a complete retiming of the 39 signals (14 in Ontario, 19 in Rancho Cucamonga, and 6 maintained by the California Department of Transportation (Caltrans) valued at $156,000.

The Haven Avenue Signal Optimization Final Report (January 2023) identified a benefit/cost ratio of 40:1 when just considering the signal optimization itself. When all project cost elements are considered ($1,700,308), the benefit/cost (B/C) ratio is 3.7:1, still a very robust return on the investment, and the infrastructure investments included in the corridor have a useful life longer than the three-year period used for the B/C analysis. Continued maintenance and investment within the corridor will continue to provide added public benefits.

The Haven Ave project produced travel time savings, fuel consumption, and vehicle emissions benefits within the corridor. Travel time in a pre/post-project analysis was shown to have decreased between 10-12% in the AM Peak and 8-11% in the PM Peak, providing an average reduction in vehicle delay of 30% across the average of AM and PM Peak Periods.

Not every major arterial corridor will share Haven's characteristics, and there were investments to the Haven corridor that exceeded the types of investments on some of the corridors included in the staff recommendation for the RFI. The Haven Pilot Project benefits cannot be assumed to occur similarly in all other corridors, but these types of traffic operations investments are recognized by the U.S. Department of Transportation and Caltrans as some of the most cost-effective investments that can be made. In addition, the useful life of a signal optimization plan may be up to three years, depending on various external factors, some of which may be outside of a jurisdiction's control. The investments in traffic control equipment and detection, as recommended in the RFI, will have a service life well beyond this. The ultimate success of smart corridor investment will depend on the policy goals of the implementing agency, the level of integration of the corridor into a broader system of improvements, and its commitment to maintenance and upgrades to the system.

Financial Impact:
Funding for the Awards of Smart Corridor Investments in the San Bernardino Valley is included in the proposed Budget for Fiscal Year 2025/2026 Project Delivery Task 860, Sub-Task 0701.

Reviewed By:
This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2025. SBCTA General Counsel has reviewed this item.

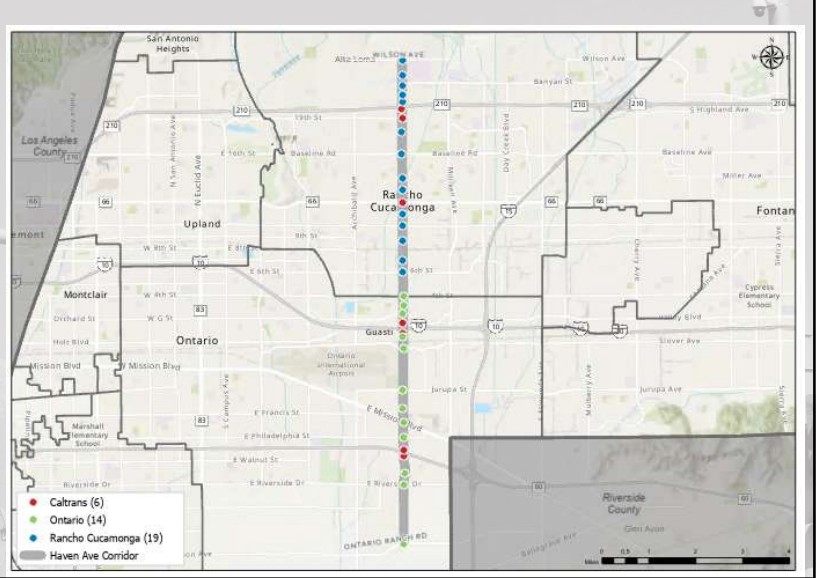
Responsible Staff:
Ryan Graham, Planning Manager

Extent of the Corridor

Wilson Ave to Ontario Ranch Rd.

No. of Signals:
- Rancho – 19
- Caltrans – 6
- Ontario – 14

Cost:
- $1.7M total
- $156K retiming portion



Attachment: HavenAve-Pilot MVSS Presentation PDF (11651 : Awards for Smart Corridor Investments in the San Bernardino Valley)

Haven Ave – Preliminary Efforts

- Existing Conditions
  - Provided an Overview of Available ITS Technologies and Applications
  - Provided Preliminary Recommendations for ITS Technologies and Applications in the Haven Avenue Corridor
  - Provided an Overview of Traffic Operations Centers (TOC) and Central Systems Related to the Haven Avenue Corridor
  - Provided an Overview of Opportunities and Potential Solutions
- Institutional Arrangements
  - Provided an Overview of Transportation Management Roles and Responsibilities in the Haven Avenue Corridor
- Coordinated with Representatives from Ontario and Rancho Cucamonga on Existing Conditions and Their Needs

Haven Ave - Improvements

Project Description	Project Description
Ontario – Haven Ave (Riverside to Creekside) – **remove old copper wire signal interconnect** and **install new fiber optic cable in existing conduit**. **Create path to connect new fiber to OntarioNet**.	**RC** – **Install new video detection systems** at Haven/Amber, Haven/Banyan, Haven/Lemon, and Haven/Alta Loma.
Ontario – Haven Ave (Francis to SR-60 EB ramps) – **install new fiber optic cable in new conduit**. **Create path to connect to Caltrans D-8** at EB SR-60 on-ramp. Procure firewalls for new connection.	**RC** – **Provide Signal Performance Measures (SPM) platform** along Haven Ave and Foothill Blvd.
Ontario – **install new video detection systems** at Haven/Concours, Haven/Guasti and Haven/Riverside.	
Ontario – **install new CCTV cameras** at Haven/Inland Empire and Haven/Philadelphia.	

Attachment: HavenAve-Pilot MVSS Presentation PDF (11651 : Awards for Smart Corridor Investments in the San Bernardino Valley)

Haven Ave - Bang for the Buck

- Fiber optic communications infrastructure
- Modern controllers, Advanced Transportation Controllers (ATC)
- The ability to monitor the health and status of the communications network, the controllers, and other devices on the network
- The ability to remotely monitor traffic signal operations through a central traffic signal control system, through a SPM platform, and through video surveillance
- Using data analytics to surveil intersections for safety analysis
- In the absence of fiber and/or a central system, the ability to maintain a consistent time clock on all controllers (to maintain coordination)
- Compatible systems across jurisdictions

Haven Ave - Analysis of System Benefits

Benefit/Costs Analysis:

- 40:1 including signal optimization costs only
- 3.7:1 including all project costs

Travel Time Reductions:

- 10-12% AM Peak
- 8-11% PM Peak

Average Delay Reduction:

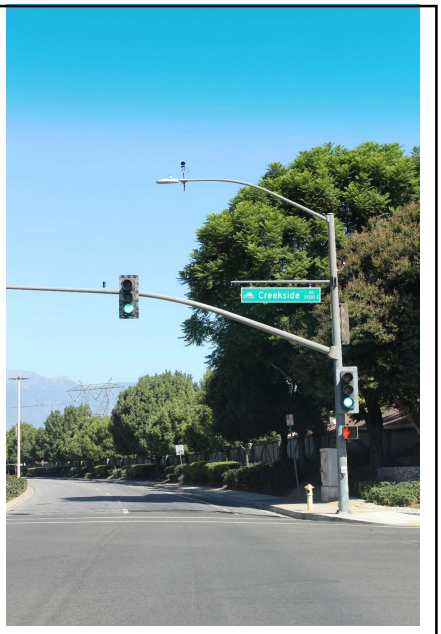
- 30% Average AM/PM Peak Periods

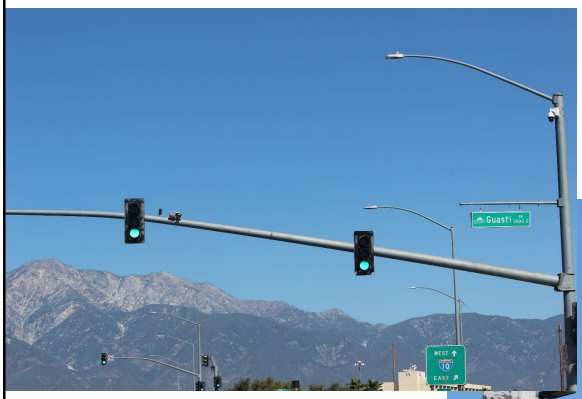
Attachment: HavenAve-Pilot MVSS Presentation PDF (11651 : Awards for Smart Corridor Investments in the San Bernardino Valley)

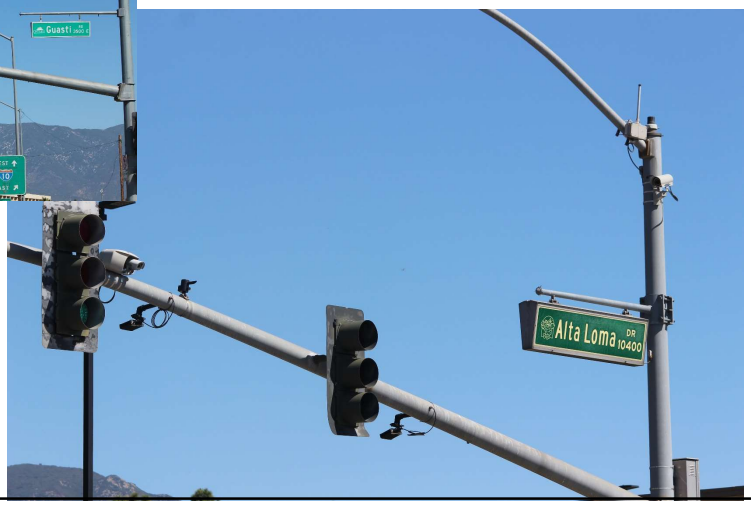
Smart Corridor - Concluding Remarks

- This Recommendation is a significant investment in local jurisdiction efforts to modernize the hardware/software of the signal system.
  - 146 Intersections improved
- These investments can be best seen as a stepping-stone for additional smart corridor investments in the future. Not the final investment.
- Future Questions to Answer
  - Where to target additional advanced smart corridor investment?
  - How “smart” is smart enough?
  - What is the strategy for system maintenance and upgrades?
  - Will the investment continue to be shared?

Attachment: HavenAve-Pilot MVSS Presentation PDF (11651 : Awards for Smart Corridor Investments in the San Bernardino Valley)







Attachment: HavenAve-Pilot MVSS Presentation PDF (11651 : Awards for Smart Corridor Investments in the San Bernardino Valley)

Minute Action

AGENDA ITEM: 19

Date: June 4, 2025

Subject:
2025 Transportation Development Act Article 3 Guidelines and Call for Projects

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

A. Authorize SBCTA staff to release a call for projects for Bicycle and Pedestrian Facilities, as included in Attachment A, with Transportation Development Act Article 3 funding, with $5,977,000 available for award to selected projects.

B. Authorize SBCTA staff to release a call for projects for Transit Stop Access Improvements, as included in Attachment B, with Transportation Development Act Article 3 funding, with $1,494,000 available for award to selected projects.

Background:
San Bernardino County Transportation Authority (SBCTA) oversees the disbursement of 2% of the Local Transportation Funds made available to counties and cities for facilities geared toward the exclusive use of bicyclists and pedestrians, known as the Transportation Development Act Article 3 Program. In August 1999, the SBCTA Board of Directors (Board) approved a policy stipulating that 80% would be available for bicycle and pedestrian projects. The remaining 20% of the Article 3 Program funds would be made available for transit stop access improvement projects for pedestrians and persons with disabilities. In 2015, the Board approved the use of up to 10% of the funds available for bicycle and pedestrian projects for maintenance of existing bicycle and pedestrian facilities. In 2017, the Board further approved a policy to set aside a minimum of 50% of the remaining bicycle and pedestrian facilities project funding for smaller projects under $250,000.

A. Authorize SBCTA staff to release a call for projects (CFP) for Bicycle and Pedestrian Facilities with Transportation Development Act Article 3 funding, with $5,977,000 available for award to selected projects.

No guideline changes are recommended for the Fiscal Year (FY) 2025/2026 CFP; however, some changes to the way projects should be selected are recommended. Suggested modifications are shown as redlines to the FY 2023/2024 CFP in Attachment A. These adjustments include:

1. Limiting awards to projects that score 70 points and above.
2. An adjustment to the matching funds score in a manner that provides more points for less match.

Local Match Points*	% Range	
	FY23	FY25
5	15-24	10-20
10	25-34	21-30
15	35-49	31-40
20	50-74	41-50
25	75+	51+

**58% was the largest match from the last two cycles*

3. Up to 5 points can be awarded for a highly ranked project on SBCTA's Active Transportation Priority List, found at www.gosbcta.com/atppriority. This list of projects is consistent with the priority active transportation projects included in the Long Range Multimodal Transportation Plan.

B. Authorize SBCTA staff to release a call for projects for Transit Stop Access Improvements with Transportation Development Act Article 3 funding, with $1,494,000 available for award to selected projects.

No guideline changes are recommended for the FY 2025/2026 CFP for Transit Stop Access Improvements. Attachment B contains the guidelines for the Transit Stop Access Improvements CFP.

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.

Reviewed By:
The draft Bicycle and Pedestrian Facility Improvements call-for-projects was reviewed by the SBCTA Transportation Technical Advisory Committee on April 7, 2025. This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025.

Responsible Staff:
Nancy Strickert, Transit Manager

ATTACHMENT A

TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BIENNIAL CALL FOR PROJECTS FOR

BICYCLE AND PEDESTRIAN FACILITIES

Issued: ~~May 4, 2023~~June 4, 2025
Submittal Deadline: ~~July 7, 2023~~August 6, 2025

Attachment: Attachment A: Bike/Ped CFP (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

Background:

In August 1999, the San Bernardino Transportation Authority (SBCTA) Board of Directors (Board) approved a policy that 80% of the Transportation Development Act (TDA) Article 3 funds would be made available for projects that implement or improve bicycle and pedestrian facilities. The remaining 20% of TDA Article 3 funds will be made available through a separate Call for Projects specifically for projects that improve access to transit stops for pedestrians and persons with disabilities. The total amount available in this call for projects is ~~$5,760,000~~5,977,000~~-~~ and is comprised of funds from unused allocation of prior TDA awards and two fiscal years of revenue.

Upon approval of a project list by the SBCTA Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for three fiscal years after the year of Board approval. Unspent allocated funds may revert to the subsequent Bicycle and Pedestrian Facilities Call for Projects after the three-year term has expired.

An automatic extension will be granted by SBCTA staff where TDA Article 3 funds have been awarded to provide match assistance for California Transportation Commission (CTC) Active Transportation Program awards, consistent with CTC-approved extensions.

Proposed bicycle and pedestrian facility projects must meet the following guideline requirements:

- Bicycle projects submitted for consideration must be included in the latest SBCTA San Bernardino County Active Transportation Plan. Project costs do not necessarily need to match. See https://www.gosbcta.com/activesanbernardino.
- Projects included in SBCTA's Points of Interest Pedestrian Plan (PIPP) and Safe Routes to School Plan (Phase II) will be viewed favorably during the application review process. See https://www.gosbcta.com/wp-content/uploads/2019/10/SBCTA-POI-PedestrianPlan.pdf and https://www.gosbcta.com/wp-content/uploads/2019/10/Regional-Safe-Routes-to-School-Vol.2.pdf.
- The minimum match for this grant program is 10%. No award of Article 3 Bicycle and Pedestrian funds will be for more than 90% of the total project cost. However, overmatching is encouraged and provides additional application points as outlined in the scoring criteria below. There is no maximum amount available per project request; however, in the event that a project cannot be fully funded, SBCTA may recommend partial funding for the award if the agency is able to fund the balance of the project scope as rated.
- Agencies awarded funds will not be reimbursed for any project cost overruns. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. For example, if an agency commits to a 25% match for a $10,000 project, the amount of Article 3 awarded would be $7,500. If the completed project cost were $8,000, the amount of Article 3 funds disbursed to the agency would be $6,000.
- The design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.

Attachment: Attachment A: Bike/Ped CFP (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

Eligible Expenditures:

1. Preliminary engineering leading to the construction of pedestrian or bicycle facilities.
2. Right-of-way acquisition is necessary for pedestrian or bicycle facilities.
3. Construction or reconstruction of Class I, II, and III bicycle facilities and/or cycle tracks and sidewalks.
4. Retrofitting existing bike and pedestrian facilities, including installation of signage to comply with the Americans with Disabilities Act (ADA).
5. Purchase and installation of bicycle facilities such as securing bicycle parking, lockers, racks, benches, drinking fountains, changing rooms, restrooms, and showers adjacent to major employment centers, park-and-ride lots, and transit terminals.
6. Purchase and installation of High-Intensity Activated Crosswalk (HAWK) beacons and touchless crosswalk activation equipment.
7. Maintenance of existing Class I facilities (no more than 10% of the available funds for the Bicycle and Pedestrian Facilities Call for Projects can be allocated to maintenance of existing facilities).
8. Route improvements such as signal controls for cyclists, bicycle loop detectors, rubberized trail crossings, and bicycle-friendly drainage grates.
9. All eligibility requirements under the Active Transportation Program (ATP), including eligible project categories, minimum request for funds, project type requirements, safe routes to school project requirements, and recreational trails requirements, except for the planning project requirements.
10. Necessary staff time is directly related to in-house completion of design, right-of-way acquisition, or construction, including inspection and/or construction management.
11. Installation of solar lighting for safety purposes. ~~(This was approved by the SBCTA Board on 6/2/21.)~~

Ineligible Expenditures:

1. Travel costs and per diems.
2. Staff administration and/or contract project management expenses.
3. The construction of sidewalks fronting undeveloped land on a project may not exceed 15% of the total project length.
4. Match paving for sidewalk projects is not an eligible project cost. Roadway improvements performed in conjunction with bicycle or pedestrian facility improvements are not an eligible expense.
5. Curbs, gutters, and driveway ramp paving. These are not for the benefit of pedestrians and can even be considered degradations to the pedestrian environment. ~~These projects are explicitly prohibited by the TDA Claims Manual (p. 28; exclusion approved by the SBCTA Board on 6/2/21).~~

Detailed project cost estimates must be provided that clearly demonstrate the portion of a comprehensive project that is directly attributable to bicycle or pedestrian facilities. If the funds requested for bicycle or pedestrian facilities cannot be clearly determined from project cost

Attachment: Attachment A: Bike/Ped CFP (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

estimates or funding is not deemed appropriate for bicycle or pedestrian facilities, the evaluation panel reserves the right to eliminate the submittal from consideration or adjust the cost according to what it deems appropriate for the bicycle or pedestrian facility. Railroad-grade crossing pedestrian projects are no longer considered eligible expenses under this program.

Application Information:

Jurisdictions shall submit one application per project using the TDA Article 3 portal found at https://gosbcta.com/tda3. Through the online form, applicants will be required to include the following:

- Application prioritization if submitting more than one application. Funding awards will not necessarily be based on prioritizations but rather based on the scores developed from the scoring criteria.
- Clear project description discussing the nature and type of project being proposed for funding. The description shall include important design considerations and identify the location of the project and the transportation purpose to be served.
- Data to support the potential use of the bicycle or sidewalk facility.
- Description of the connectivity of the project to the local and regional active transportation network.
- Outline the destinations served by this project. Destinations can be in a list form with potential numbers of bicycle and/or pedestrian users described.
- Discussion of safety or other concerns that the project is expected to address. Note: https://tims.berkeley.edu/ is a good resource for safety data.
- Project ranking as found on SBCTA's Active Transportation Piroity List (www.gosbcta.com/atppriority).
- Explanation of the multimodal or transit system connectivity provided by the project.
- Acknowledgement of the previous TDA award delivery schedule and the steps that will be taken to ensure the project is delivered on time.
- Map depicting the project location and limits along with principal streets, transit routes, nearby city and county boundaries, and prominent landmarks. Note: https://www.gosbcta.com/activesanbernardino has a "Build Your Own Map" feature that can be used to help create this.
- Photos of the project area clearly showing where/what is in need of improvement.
- Other supporting documentation, if available/applicable.
- Project cost estimate that addresses various components of project cost. If a bicycle or pedestrian facility proposed project is part of another larger project (i.e. street widening), the bicycle/pedestrian facility components must be clearly delineated from non-eligible roadway or other expenses.
- ~~*Subject to SBCTA Board approval on 5/3/23:*~~ Proof of project readiness. Examples include environmental clearance, right-of-way acquisition, community support documentation, and/or technical studies.

Project applications will be reviewed by an evaluation panel. The evaluation panel, using the criteria contained in this call-for-projects, will score the proposed project applications. The evaluation panel is anticipated to be comprised of at least two SBCTA staff and potentially a member from a bicycle/pedestrian stakeholder group such as the Inland Empire Biking Alliance, an adjacent county transportation commission, and Caltrans. Based on the evaluation panel's proposed project scores, the evaluation panel will make its recommendation to the SBCTA General Policy Committee, which will forward its recommendation to the full SBCTA Board of Directors.

Award Requirements:

~~*Subject to SBCTA Board approval on 5/3/23:*~~ In order to ensure TDA Article 3 funding is kept moving, award funds will be rescinded if no progress has been made within **ONE** year of award notification or if, where appropriate, a construction contract has not yet been awarded within **THREE** years of award notification. Applicants are welcome to reapply for future funding. Additionally, award recipients should submit the following:

1. An Authorizing Resolution must be submitted within **SIX** months of the project award notification or prior to requesting reimbursement of funds, whichever comes first. This is a one-time submission. A sample can be found on the TDA Article 3 website at www.gosbcta.com/tda3 in the Claims section. Approved by the SBCTA Board on 6/2/21 and applied to all awards beginning in 2021.

2. ~~*Subject to SBCTA Board approval on 5/3/23:*~~ Completion of an **ANNUAL** Proof of Progress Report (Annual Report) must be submitted on the **FIRST** anniversary of award notification AND by June 30 for all subsequent years thereafter. All pre-2023 active awards must also submit an Annual Report. The Annual Report must include:
    a) a description of the work completed during the year,
    b) an estimate of the total project percent completed, and
    c) an estimate of the amount spent to-date.

3. Extension requests must be submitted through the TDA Article 3 portal found at https://gosbcta.com/tda3 at least **THREE** months before the project sunset date. The request must include an appropriate justification for an extension and provide a revised project schedule with an expected completion date. ~~(This was approved by the SBCTA Board on 6/2/21.)~~

Attachment: Attachment A: Bike/Ped CFP (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

Project Completion and Payment(s):

Sponsor agencies receiving an allocation of $200,000 or less shall be reimbursed in arrears and upon proof of satisfactory project completion. Agencies receiving an allocation of $200,000 or more may request progressive reimbursements at a minimum of 20% of the total award per invoice provided the local match percentage is met and satisfactory completion of "Section II" of the Request for Reimbursement, which requires project status information. If the amount expended is not consistent with project progress, then the awardee will be required to provide a schedule that identifies how they intend to complete the project as scoped within the project budget and deadline. However, 20% of the awarded funds shall be held by SBCTA until proof of satisfactory project completion.

Each recipient shall prepare a project completion report, including pictures of the completed project(s), when requesting reimbursement. Recipient must retain all records necessary for the fiscal and compliance audit that will be conducted at the end of each fiscal year. Projects selected under this process must be completed within the three-full Fiscal Year period. Any funds allocated and not disbursed by the end of the three full Fiscal Year period shall be unallocated and returned to the Article 3 Bicycle and Pedestrian Facilities fund.

Project Evaluation Criteria:
PROJECTS MUST SCORE 70 OR HIGHER to be eligible for funding.

Evaluation Criteria	Possible Score
~~**Overall Quality of Application**~~ **Project Information** – ~~Overall quality of the application submitted for a project considering clarity of project description, project purpose and need and satisfactorily addressing evaluation criteria. Note application will automatically lose 5 points if Total Project Cost does not equal Local Match + LTF, Article 3 Funds Requested.~~Points will be deducted for incomplete project information and will be deemed ineligible for funding if the applicant is unable to show that the project is in SBCTA's San Bernardino Countywide Active Transportation Plan.	~~1~~5
Project Purpose and Need – Describe the purpose and need of the project including the extent of the potential use of the facility. Provide socioeconomic data, historic or current bicycle or pedestrian count volumes, ADT/trip generation information or other data to support the forecasted use and/or need for the project. ~~The relation of the proposed project to the regional and local active transportation network~~ Include the project's ranking as found on SBCTA's Active Transportation Priority List (see www.gosbcta.com/atppriority). The level of connectivity the proposed project offers to intermodal opportunities. Provide multi-modal and/or transit connectivity. The extent to which the proposed project will improve safety for the non-motorized public. Consideration will be given to number of accidents in a project area, severity of accidents in an area.	3~~2~~0
Project Schedule/Readiness – Explain where the project is in the project development process. Greater number of points will be awarded for projects that have progressed further. Where appropriate, provide documentation that the proposed project already has environmental clearance, permits from resource agencies, right-of-way access, and/or community support. Technical studies can also be used to demonstrate project readiness. Projects with high schedule risk, even though worthy, may be deferred for resubmittal in a future TDA Article 3 cycle.	15
Cost Effectiveness – Project cost compared to the benefits the project is expected to yield.	15
Prior Compliance with Annual Status Reports – The Board of Directors made annual progress reporting on active TDA Article 3 awards manditory in 2023. Angecies who have not yet had a project that fell under this requirmenet will receive full credit. Agencies who have failed to respond to update requests in a timely manner, or at all, will lose points in this category.	5
Timeliness of Prior Project Completion – Ability to demonstrate project completion in a timely manner. No penalty will be assigned for awards returned before their completion deadline.	5
Local Matching Funds – Proposed projects will receive the following points based upon the extent of local match provided: 5 points for ~~15-24~~10%-20%; 10 points for ~~25-34~~21%-30%; 15 points for ~~35-49~~31%-40%; 20 points for ~~50%-74~~41%-50%, and 25 points for ~~75~~51% or greater.	25
Total Possible Score	100

Attachment: Attachment A: Bike/Ped CFP (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

Call for Projects Schedule:

Issue Call for Projects	~~May 4, 2023~~June 4, 2025
Project Proposals Due	~~July 7, 2023~~August 6, 2025
Recommendation to General Policy Committee	~~September 13, 2023~~October 8, 2025
Recommendation to Board	~~October 6, 2023~~November 5, 2025

Submittal Instructions:

Applications must be submitted online through the TDA Article 3 portal at https://gosbcta.com/tda3. A form must be completed for each specific project identified for funding, with the prioritization defined for each project by jurisdiction/agency. Jurisdictions/agencies may submit multiple applications.

Once the form is submitted online, the appropriate SBCTA department will be notified. A confirmation email will be sent to each applicant to confirm that an application has been submitted. For questions regarding the submittal process or application, please email the SBCTA team at tda3@gosbcta.com.

Applications must be submitted **by 5:00 pm** on the proposal due date specified above.

Attachment: Attachment A: Bike/Ped CFP (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

Attachment B

TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BIENNIAL CALL FOR PROJECTS FOR

TRANSIT STOP ACCESS IMPROVEMENTS

Issue Call for Projects: June 4, 2025
Submittal Deadline: August 6, 2025

Attachment: Attachment B: Transit Stop Access (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

Background:

In August 1999 the SBCTA Board approved a policy that 20% of the Transportation Development Act (TDA) Article 3 funds would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% of TDA Article 3 funds will be made available through a separate Call for Projects specifically for bicycle and pedestrian facilities.

This program has been developed in recognition of the importance of providing safe and accessible paths of travel to existing and proposed bus stop locations. In some instances, the provision of accessible pathways to bus stops may reduce the demand for complementary paratransit service provided by the Americans with Disabilities Act (ADA). The total amount available in this Transit Stop Access Improvements call for projects is estimated to be **$1,494,000** and comprised of funds from unused allocation of prior TDA awards and two fiscal years of revenue.

Applicants may be cities, the county or transit operators/claimants. No single jurisdiction shall receive more than 10% of the funds available under this call for projects unless there are an insufficient number of project applications to fully utilize the amount available. Joint power agency transit operators who are the lead agency for implementing the proposed projects may receive awards above the 10% limit. Local jurisdictions wishing to submit applications for projects must send a letter of notification to the appropriate local transit provider, making them aware of their intent to improve transit stop facilities within their jurisdiction.

Upon approval of a project list by the SBCTA Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for three fiscal years after the year of Board approval. Unspent allocated funds may revert back to the subsequent Call for Projects after the three-year term has expired.

Extension requests must be submitted through the TDA Article 3 portal found at https://gosbcta.com/tda3 at least THREE months before the project sunset date, include appropriate justification for an extension, and provide a revised project schedule with an expected completion date.

Eligible Expenditures:

1. Web-based mapping, photography or other visual imagery to provide information on stop accessibility to users of a transit system.

2. Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops.

3. Construction of bus stop pads, including pads for bus shelters, and installation of bus shelters, benches, trash receptacles and solar lighting at existing bus stop locations.

Attachment: Attachment B: Transit Stop Access (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

4. Construction of bus stop pads, including pads for bus shelters, and installation of bus shelters, benches, trash receptacles, and solar lighting at new bus stop locations.

5. Construction of new sidewalks to serve existing bus stop locations.

6. Construction of new sidewalks to serve new bus stop locations.

7. Purchase of bus shelters, benches, trash receptacles, and solar lighting at new/existing bus stop locations.

Eligible project costs include expenses associated with right of way acquisition or easement; preliminary engineering and design; plans, specifications, and estimates; and construction. All projects must comply with the applicable Americans with Disabilities Act Accessibility Guidelines (ADAAG), Health and Safety Code, Sections 18901 to 18949.6 of the State Building Standards Law as issued by the California Building Standards Commission, and comply with local building and construction codes and requirements.

Additional Information:

If multiple improvement projects are included in an application, the application should include a prioritized listing of access improvement projects. All applications are to be submitted based on the submittal instructions.
The application must include the following:

- Projects shall be classified as one of the six types of projects identified under the eligibility section above.
- Project description should identify whether the existing right of way or a new easement is required for the proposed project.
- Documentation that the proposed project addresses a problem area identified by current users of the transit service or through a survey of bus stop accessibility.
- The number of bus routes and daily buses serving the stop.
- Current or forecast daily boardings and alightings.
- Key activity generators or attractors served at the proposed project location including project location in relations to the SBCTA's San Bernardino County Active Transportation Plan (https://www.gosbcta.com/activesanbernardino).
- Description of specific location of proposed project.
- Pictures of the improvement site(s) and/or location(s).
- Schedule for project completion by project.
- Project cost estimate.
- Acknowledgement of previous TDA awards and status of those projects.

Project applications will be reviewed by an evaluation panel. The evaluation panel, using the criteria contained in this call-for-projects, will score the proposed projects.

Attachment: Attachment B: Transit Stop Access (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

The evaluation panel is anticipated to be comprised of at least two SBCTA staff and potentially a member from the Public and Specialized Transportation Advisory and Coordination Council (PASTACC), and an adjacent county transportation commission. Based on the evaluation panel's proposed project scores, the evaluation panel will make its recommendation to the SBCTA Transit Committee who will forward its recommendation to the full SBCTA Board of Directors.

Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Overall Quality of Application – Overall quality of the application submitted for a project considering clarity of project and satisfactorily addressing evaluation criteria.	15
Project Need and Purpose - The Project addresses identified access issues at new or existing bus stops or fills a gap in accessibility to transit system users. Describe how stop and increased accessibility serves local activity generators/destinations, provides increased connectivity to the multi-modal transportation system, and potential safety/ADA benefits.	30
Cost Effectiveness –Consideration of project cost compared to daily boardings and alightings and/or complementary paratransit cost avoidance achieved by making the bus stop location accessible to individuals with disabilities.	20
Timeliness of Prior Project Completion – Consideration of likelihood to deliver within a timely manner	15
Matching funds – Proposed projects will receive the following points based upon the extent of match provided: 5 points for 10-19%; 10 points for 20-29%; 15 points for 30-49%; and 20 points for 50% or greater	20

[1.] Matching funds from the applicant may consist of Federal Transit Administration funds, Community Development Block Grant funds or other local funds, including LTF Article 8a.

Call for Projects Schedule:

Issue Call for Projects	June 4, 2025
Project Proposals Due	August 6, 2025
Recommendation to Transit Committee	October 9, 2025
Recommendation to Board	November 5, 2025

Submittal Instructions:

Applications must be submitted online through the TDA Article 3 portal at https://gosbcta.com/tda3. A form must be completed for each specific project identified for funding with the prioritization defined for each project by jurisdiction/agency. Jurisdictions/agencies may submit multiple applications.

Attachment: Attachment B: Transit Stop Access (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

Once the form is submitted online, the appropriate SBCTA department will be notified. A confirmation email will be sent to each applicant to confirm that an application has been submitted. For questions regarding the submittal process or application, please email the SBCTA team at tda3@gosbcta.com.

Applications must be submitted **by 5:00 pm** on the proposal due date specified above.

Award Requirements:

In order to ensure TDA Article 3 funding is kept moving, award funds will be rescinded if no progress has been made within **ONE** year of award notification or if, where appropriate, a construction contract has not yet been awarded within **THREE** years of award notification. Applicants are welcome to reapply for future funding. Additionally, award recipients but submit the following:

1. An Authorizing Resolution must be submitted within **SIX** months of the project award notification, or prior to requesting reimbursement of funds, whichever comes first. This is a one-time submission. A sample can be found on the TDA Article 3 website at www.gosbcta.com/tda3 in the Claims section. Approved by the SBCTA Board on 6/2/21 and applied to all awards beginning in 2021.

2. Completion of an **ANNUAL** Proof of Progress Report (Annual Report) must be submitted on the **FIRST** anniversary of award notification AND by June 30 for all subsequent years thereafter. All pre-2023 active awards must also submit an Annual Report. The Annual Report must include:
    a) a description of the work completed during the year,
    b) an estimate of the total project percent completed, and
    c) an estimate of the amount spent to-date.

3. Extension requests must be submitted through the TDA Article 3 portal found at https://gosbcta.com/tda3 at least **THREE** months before the project sunset date. The request must include appropriate justification for an extension and provide a revised project schedule with an expected completion date.

Attachment: Attachment B: Transit Stop Access (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

Project Completion and Payment:

Article 3 funds are not automatically distributed to agencies. Recipients of funding approved by the SBCTA Board shall be reimbursed for expenses incurred up to the amount approved based on claims submittals to SBCTA. Each recipient shall prepare and submit a project completion report, including pictures of the completed project(s) to accompany the request for reimbursement. The recipient must retain all records necessary for the compliance and fiscal audit that will be conducted at the end of each fiscal year. SBCTA will provide funding recipients with the Transportation Development Act Local Transportation Funds Article 3 – Pedestrian, Bicycle Facilities and Access to Transit Claim Form Instructions and appropriate forms for submittal to request reimbursement. Agencies awarded funds will not be reimbursed for any project cost overruns. If an agency is providing a local match on a project and the project is completed under budget, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. Example: If an agency commits to a 25% match for a $10,000 project, the amount of Article 3 awarded would be $7,500. If the completed project cost was $8,000, the amount of Article 3 funds disbursed to the agency would be $6,000. Progress payments will be available for all projects regardless of the award amount, but will be subject to SBCTA review of project development and local project cost shares.

Attachment: Attachment B: Transit Stop Access (11650 : 2025 TDA Article 3 Guidelines and Call for Projects)

Minute Action

AGENDA ITEM: 20

Date: June 4, 2025

Subject:
Agreement No. 25-1003246 Federal Transit Administration Sub-Recipient Agreement with Omnitrans for SBCTA Multimodal Programs

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

A. Approve Agreement No. 25-1003246 with Omnitrans to define roles and responsibilities as a sub-recipient to Omnitrans for Federal Transit Administration, Section 5339 funds in the amount of $342,716, that were generated from SBCTA's Vanpool Subsidy Program and detail SBCTA's administrative expense obligations to Omnitrans.

B. Authorize the Executive Director, or his designee, to approve amendments to Agreement No. 25-1003246, that cumulatively exceed $100,000, that are consistent with future funding allocations approved by the SBCTA Board of Directors.

Background:
The San Bernardino County Transportation Authority (SBCTA) Vanpool Subsidy Program, which provides up to $600 a month towards a vanpool lease for commuters through a vanpool leasing company, has generated $342,716 in Federal Transit Administration (FTA) Section 5339 revenue for SBCTA from federal fiscal years 2021-2024. Section 5339, also known as Grants for Buses and Bus Facilities Formula Program, provides funding to transit agencies through a statutory formula to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no-emission vehicles or facilities. The additional revenue is generated based on vehicle miles and passenger miles traveled being reported to the FTA, which by formula increases the amount of Section 5339 funds being designated for a specific area.

Omnitrans is the direct FTA grantee for the San Bernardino Valley. As a result, SBCTA and Omnitrans have developed a direct recipient/sub-recipient working relationship to deliver projects which utilize FTA funds. Omnitrans and SBCTA executed Memorandum of Understanding (MOU) No. 15-1001289 in October 2015, setting forth the roles and responsibilities of the recipient/sub-recipient relationship. The MOU stipulates that project-specific sub-recipient agreements shall be executed, consistent with the parameters of the MOU and the specifics of the individual project. Agreement No. 25-1003246 is a funding agreement which details the specific recipient/sub-recipient requirements for the use of FTA Section 5339 funds. Agreement No. 25-1003246 is consistent with the intent of MOU No.15-1001289.

Agreement No. 25-1003246 describes the respective responsibilities of SBCTA and Omnitrans relative to acquiring and using FTA Section 5339 funds. SBCTA intends to use the funds for eligible activities that support Park and Ride lots, including leases of said lots, that promote the use of alternative transportation. In addition, the FTA 5339 funding will fund Omnitrans' actual costs associated with administering the FTA grant, including sub-recipient monitoring.

The vanpool program has generated revenue since the program's inception; however, this will be the first time that funds will be accessed by SBCTA. Since this agreement does not have an expiration date and revenue will continue to be generated, Agreement No. 25-1003246 will need to be amended to reflect funding increases. Approval of Recommendation B provides authority to the Executive Director, or his designee, to approve and execute amendments to the agreement so that the total contract amount remains consistent with the revenue generated under Section 5339.

Since the approval of this agreement at the Transit Committee meeting on May 15, 2025, Omnitrans has requested minor language changes to the agreement. The changes include minor capitalization edits and removal of some language in section 1.2.2.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025 and is included in the proposed Budget for Fiscal Year 2025/2026 and funded through Federal Transit Administration's Section 5339 funds that are generated from SBCTA's Vanpool Subsidy Program in Program 30, Transit.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on May 15, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement. **Since Transit Committee approval, Omnitrans has requested minor language changes to the agreement which are outlined in the background section of this item.**

Responsible Staff:
Mairany Anaya, Multimodal Mobility Administrator

Contract Summary Sheet

General Contract Information

Contract No: 25-1003246 Amendment No.:

Contract Class: Receivable Department: Transit

Customer ID: OMNI FTA Customer Name: Omnitrans

Description: Subrecipient Agreement for FTA 5339 Funds with Omnitrans - Receivable

List Any Accounts Payable Related Contract Nos.: 25-1003292 (administrative payable)

Dollar Amount					
Original Contract	$	342,716.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**342,716.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**342,716.00**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11624

Contract Management (Internal Purposes Only)

Federal Funding Agreement N/A

Accounts Receivable

Total Contract Funding: $ 342,716.00 Funding Agreement No: 25-1003246

Beginning POP Date: 07/01/2025 Ending POP Date: 12/31/2039 Final Billing Date: 06/30/2040

Expiration Date: 12/31/2039 Fund Admin: Yes

Parent Contract 25-1003246 PM Description Section 5339 Funds from Vanpool Subsidy Program with Omnitrans

Z-Related Contracts Z25-1003246

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	2180	30	0314	0320	42107029	342,716.00
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:						-

Mairany Anaya
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes: Master MOU: 15-1001289, administrative payable contract no. 25-1003292

Attachment: CSS A/R Omnitrans (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with Omnitrans for Multimodal Programs)

Contract Summary Sheet

General Contract Information

Contract No: 25-1003292 Amendment No.:

Contract Class: Payable Department: Transit

Vendor No.: 01568 Vendor Name: Omnitrans

Description: Subrecipient Agreement for FTA 5339 Funds with Omnitrans - Payable

Dollar Amount					
Original Contract	$	34,271.60	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**34,271.60**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**34,271.60**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11624

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A N/A

Federal Administrative (internal tracking only) N/A

Accounts Payable

Estimated Start Date: 07/01/2025 Expiration Date: 12/31/2039 Revised Expiration Date: 12/31/2039

NHS: N/A QMP/QAP: N/A Prevailing Wage: No

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 34,271.60	Total Contingency: $ -
GL:	2180	30	0314	0320	52001	42107029		FTA 5339	34,271.60	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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GL:									-	-

Parent Contract 25-1003246 PM Description

Z-Related Contracts Z25-1003246

Mairany Anaya
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes: Master MOU: 15-1001289, Agreement No./Receivable Contract No.: 25-1003246

Attachment: CSS A/P Omnitrans (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with Omnitrans for Multimodal Programs)

SUB-RECIPIENT AGREEMENT NO. 25-1003246

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

OMNITRANS

FOR

FEDERAL TRANSIT ADMINISTRATION GRANTS FOR BUSES AND BUS FACILITIES FORMULA PROGRAM

This agreement ("Agreement") is by and between the San Bernardino County Transportation Authority ("SBCTA") and Omnitrans, collectively referred to herein as "Parties".

RECITALS

WHEREAS, this Agreement describes the respective responsibilities of SBCTA and Omnitrans relative to acquiring authorization to use Federal Transit Administration ("FTA") Grants for Bus and Bus Facilities Program (49 U.S.C. §5339; "Grant") generated from SBCTA's Vanpool Subsidy Program's vehicle revenue miles and passenger miles.

WHEREAS, Grant funds are eligible for capital projects that include projects to replace, rehabilitate, and purchase buses and related equipment, and projects to construct bus-related facilities, and passenger-facing facilities that provide amenities which include Park and Ride lots.

WHEREAS, SBCTA will use Grant funds to support and lease Park and Ride lots ("Program") that promote the use of alternate transportation.

WHEREAS, SBCTA is not eligible for authorization of Grant funds and will be a subrecipient to Omnitrans, who is eligible to receive Grant funds.

WHEREAS, Omnitrans, as the FTA Grantee, pursuant to the terms of this Agreement, will submit a Grant Application to the FTA for Fiscal Year 2026 with respect to obtaining funding for the Program. The Grant Application is, among other things, for the benefit of SBCTA as a Subgrantee.

WHEREAS, SBCTA will be considered the Subgrantee for purposes of the Grant agreement, and is responsible for complying with all provisions of the grants and of applicable federal, state, and local laws and regulations ("Applicable Law") necessary in order to qualify for the funding for, and to undertake the Program.

WHEREAS, Omnitrans will use the Grant funds received from the Grant Application for the Program in accordance with the terms hereof.

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Attachment: 25-1003246 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with Omnitrans for Multimodal Programs)

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and Omnitrans agree as follows:

1. **OBLIGATIONS OF OMNITRANS** Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:

1.1. As the FTA Grantee:

1.1.1. Omnitrans shall include SBCTA's request for Three Hundred Forty-Two Thousand, Seven Hundred Sixteen Dollars ($342,716) of funding in Omnitrans' Fiscal Year 2026 Grant Application to the FTA with respect to obtaining funding for the Program.

1.2. Omnitrans will sign the Grant documents resulting from the foregoing Grant Application submittal, upon the receipt of such assurances from SBCTA as Omnitrans may reasonably require.

1.2.1. Omnitrans will reimburse SBCTA for the Program up to the amount available from any Grant funds received for the Program ("Disbursement"), in conformity with the following procedure:

1.2.1.1. SBCTA shall submit a request for the Disbursement of Grant funds from Omnitrans ("Disbursement Request"). For each Disbursement Request, SBCTA shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed, the purpose of the Disbursement and such additional supporting documentation and background information as Omnitrans may reasonably require.

1.2.1.2. Each Disbursement Request shall be accompanied by a written certification by SBCTA's Chief Financial Officer that such Disbursement will not violate the terms of the grant or Applicable Law, and that SBCTA will use the Disbursement for the purpose indicated in the Disbursement Request.

1.2.1.3. Within five (5) business days of the receipt of a Disbursement Request and accompanying certification, Omnitrans shall notify SBCTA as to any additional supporting documentation and background information required.

1.2.1.4. If the Disbursement Request is submitted before the 15th day of each month, Omnitrans shall, no later than the fifth business day of the following month: (i) disburse (including through electronic transfer of funds, if SBCTA so requests and provides the necessary information prior to the date of payment) all or that portion of the requested funds which Omnitrans reasonably believes it can disburse without violating the terms of the grant or Applicable Law; and (ii) if applicable, notify SBCTA why it reasonably believes it is unable to disburse all of the requested funds without violating the terms of the Grant or Applicable Law.

DRAFT

Attachment: 25-1003246 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with Omnitrans for Multimodal Programs)

1.2.1.5. In the event Omnitrans has a good faith and reasonable belief that Disbursement would constitute a violation of the terms of the Grant or Applicable Law, it may withhold disbursement until it is reasonably determined that disbursement would not violate the terms of the Grant or Applicable Law. Upon receipt of a determination by the FTA or other applicable agency, or of a legal opinion from an attorney acceptable to both Parties, advising that disbursement will not violate the terms of the Grant or Applicable Law, Omnitrans will release the requested funds within five (5) business days.

1.2.2. Omnitrans shall timely prepare and submit to the FTA all required periodic reports and milestone updates~~., so long as all necessary information is timely received from SBCTA.~~

1.2.3. Omnitrans shall conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder complies with the terms of the Grant sought and all Applicable Law.

1.2.4. Omnitrans shall comply with all requirements of the FTA Master Agreement, including submission to the FTA on a quarterly basis of reports that document the status of the SBCTA's Program implementation progress, including task completion status and budget status, provided that SBCTA has timely submitted such information to Omnitrans as required under this Agreement. A copy of the most current FTA Master Agreement at the time of executing this Agreement is attached hereto and incorporated by reference as Exhibit "A".

2. OBLIGATIONS OF SBCTA Pursuant to, and to the extent provided in, this Agreement, SBCTA shall take the following actions:

2.1. SBCTA shall provide to Omnitrans all information reasonably needed for any FTA funding Grant Applications Omnitrans may submit to FTA or that is required for the subsequent administration of awarded grants for the benefit of the Program.

2.2. Work that will be reimbursed under the terms of this Agreement may not be invoiced by SBCTA to Omnitrans until the Grant Application is approved and funding is made available to Omnitrans by the FTA. Funding provided under this Agreement shall be utilized by SBCTA solely for the Program, and for no other purpose.

2.3. Certify to Omnitrans for each Disbursement Request that such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that SBCTA will use the disbursement as indicated in the Disbursement Request. If FTA or any Program audit determines that any Grant funds were not spent in accordance with applicable federal rules and regulations, SBCTA shall be solely

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Attachment: 25-1003246 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with Omnitrans for Multimodal Programs)

responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.

2.4. SBCTA shall comply with all FTA grant funding requirements, including, but not limited to, complying with all FTA requirements and other requirements for bidding and contract administration. In addition, SBCTA shall ensure that the Program activities are conducted in accordance with Applicable Law with all due diligence and in a skillful and competent manner.

2.5. SBCTA shall notify Omnitrans of any changes in the description of the Program and shall request Omnitrans' written approval for any changes that impact costs associated with the Program that would affect the administration of any FTA funding grant.

2.6. SBCTA shall comply with all requirements of the FTA Master Agreement and with any additional requirements applicable to the Grant for the Project. Such compliance shall include, but is not limited to, submitting to Omnitrans on a quarterly basis all reports that document the progress of the Program implementation, including task completion status, budget status, and adherence to project schedule. SBCTA shall be responsible for complying with all applicable FTA legal requirements and shall include the FTA required standard clauses in its contracts to be funded under this Agreement, as applicable, and will ensure that such requirements and standard clauses flow down to the lowest tier required under the FTA requirements.

2.7. All SBCTA contracts funded under this Agreement shall include a clause allowing SBCTA to terminate such contract for convenience, including for failure to receive sufficient federal funds to complete the work under such contract.

2.8. SBCTA will provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.

2.9. SBCTA shall timely provide all information needed for quarterly reporting and milestone updates to Omnitrans so Omnitrans can prepare and submit to the FTA all reports and updates; in no event shall such information be provided later than fifteen (15) days prior to the required date of submission to the FTA.

2.10. SBCTA shall maintain all books, papers, records, and accounting records, including but not limited to all direct and indirect costs allocated to the Program, cost proposals with backup data, and all other material relating to the Program. SBCTA shall, upon request, make all such materials available to Omnitrans, any representative of FTA or the federal government or their designees, at any reasonable time during the term of the Agreement and continuing for three (3) years from the date of SBCTA's final payment for project

DRAFT

Attachment: 25-1003246 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with Omnitrans for Multimodal Programs)

expenses. Any contract entered into as a result of this Agreement shall contain all of the provisions of this paragraph.

2.11. All SBCTA actions contemplated by this Agreement shall be undertaken in compliance with the terms of the grants which are being sought or entered into and with all Applicable Law.

2.12. Invoice Omnitrans on a quarterly basis for reimbursement on Program expenditures and costs.

2.13. SBCTA shall not subcontract any portion of the work required by this Agreement without prior written approval of Omnitrans.

3. WARRANTIES

3.1. SBCTA warrants to Omnitrans that:

3.1.1. To SBCTA's knowledge, the submittal of the completed Grant Application by Omnitrans on behalf of SBCTA will not constitute any violation of Applicable Law.

3.1.2. SBCTA shall conduct itself so that all aspects of the Program, and any aspect of SBCTA's participation in this Agreement and the actions contemplated of it by this Agreement, will be in compliance with the terms of the Grant and with Applicable Law.

3.1.3. SBCTA will use the disbursements for the purpose indicated in its Disbursement Request.

3.1.4. SBCTA shall comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto and, as applicable, the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184.

4. EXERCISE OF RIGHTS UNDER THIS AGREEMENT

The CEO/General Manager of Omnitrans, or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limit, accepting the certifications of SBCTA required under the terms of this Agreement. The Executive Director of SBCTA, or her/his designee, shall exercise the rights of SBCTA under this Agreement, however, any certifications of SBCTA required under the terms of this Agreement shall be provided only by the Executive Director, or her/his designee or such other representative of SBCTA as is specified by action of the SBCTA's governing body, except as otherwise specified in this Agreement.

5. PAYMENT OF ADMINISTRATIVE EXPENSES OF OMNITRANS

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Attachment: 25-1003246 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with Omnitrans for Multimodal Programs)

As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to SBCTA to account for all administration costs associated with managing this project. Omnitrans will charge a maximum of 10% of the total Program cost (approximately $34,272) as Administrative Expenses and will invoice SBCTA annually for administrative costs incurred, which will include supporting documentation for costs incurred. At SBCTA's sole discretion, SBCTA may pay Omnitrans Administrative Expenses with non-grant funds. If due to extraordinary circumstances it becomes evident to Omnitrans that it will exceed its estimated expenses, SBCTA will immediately be notified and both Parties shall meet and negotiate in good faith to arrive at an agreed adjustment to Omnitrans' compensation.

6. INSURANCE AND BONDING REQUIREMENTS

SBCTA shall require that any contractor providing services with respect to the Program obtain and maintain insurance of the type and in the amounts that Omnitrans would require of its contractors performing similar services on a Program similar to the improvements for the longer period of: i) the duration of this Agreement or ii) for the duration of such contractor's involvement in the Program. Omnitrans, and its directors, officers, employees and volunteers shall be included as additional insureds on such policies. Further, SBCTA will require that any contractors provide bid and performance bonds as are required by Applicable Law or the FTA Master Agreement.

7. INDEMNIFICATION BY OMNITRANS

Omnitrans shall indemnify, defend, and hold SBCTA, and its officers, directors, members, employees, agents and contractors harmless from any damage, loss, cost or expense (including reasonable attorney's fees) which arises by virtue of Omnitrans' breach of any term of this Agreement or from any negligent act, omission or willful misconduct of Omnitrans, its officers, directors, members, employees, agents or contractors arising out of or related to performance of this Agreement, including any and all damages, loss, claims, actions or liabilities and/or any fine by the FTA or other agency arising from such breach.

8. INDEMNIFICATION BY SBCTA

SBCTA shall indemnify, defend, and hold Omnitrans, and its officers, directors, members, employees, agents and contractors harmless from any damage, loss, cost or expense (including reasonable attorney's fees) which arises by virtue of SBCTA's breach of any term of this Agreement or from any negligent act, omission or willful misconduct of SBCTA, its officers, directors, members, employees, agents or contractors arising out of or related to performance of this Agreement , including any and all damages, loss, claims, actions or liabilities and/or any fine by the FTA or other agency arising from such breach.

9. TERM

This Agreement is effective upon execution by both Parties and shall terminate upon the rejection of any Grant Application for the Program by the FTA or, assuming the award of

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the grant sought, upon the completion of the disbursement of the funds obtained from the Grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the Grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations but in no event later than four (4) years from the date of the last Grant received by Omnitrans.

10. FORCE MAJEURE

10.1. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement.

10.2. Subject to Section 9.1, neither Party shall be considered to be in default in the performance of any of the agreements contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

10.3. If either Party because of an Uncontrollable Force is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected provided that: (i) the nonperforming Party, within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

10.4. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the Party's inability to perform.

11. AUTHORIZATION BY OMNITRANS

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Attachment: 25-1003246 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with Omnitrans for Multimodal Programs)

Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing Board and that the persons signing this Agreement on its behalf have the necessary authority to do so.

12. AUTHORIZATION BY SBCTA

SBCTA represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by SBCTA's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.

13. HEADINGS

All paragraph headings throughout this Agreement are for convenience of reference only.

14. ADDITIONAL DOCUMENTS

Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.

If the FTA Master Agreement is updated, and such updated FTA Master Agreement applies to the Grant, Omnitrans shall provide a copy of the updated FTA Master Agreement to SBCTA. Such updated FTA Master Agreement, once provided by Omnitrans to SBCTA, and without further amendment to this Agreement, shall replace the version of the FTA Master Agreement attached hereto as Exhibit "A".

15. LITIGATON EXPENSES

If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, each party will bear its own attorney fees.

16. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between the parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

17. ACCURACY OF REPRESENTATION

As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

18. ORIGINALS AND COPIES

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Attachment: 25-1003246 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with Omnitrans for Multimodal Programs)

This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original. The parties agree that this Agreement may be executed by electronic signature, including but not limited to, facsimile, PDF, or other electronic means, and such electronic signatures shall have the same force and effect as original signatures.

19. CONSTRUCTION OF AGREEMENT

19.1. **Equal Construction.** This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.

19.2. **Internal Consistency.** The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.

20. NOTICES

20.1. All notices and correspondence, including invoices, between the Parties shall be in writing and shall be deemed to have been given: when actually delivered, if personally delivered or transmitted by overnight courier service; when actually delivered when sent by electronic mail if sent during normal business hours, and on the next business day if sent outside normal business hours; or, if mailed, three (3) business days after being deposited in the United States mail, postage prepaid, return receipt requested, to the addresses noted below:

Omnitrans	SBCTA
Attn: Maurice Mansion	Attn: Mairany Anaya
1700 West Fifth Street	1170 West Third Street, Second Floor
San Bernardino, CA 92411	San Bernardino, CA 92410
Maurice.Mansion@omnitrans.org	manaya@gosbcta.com

20.2. Any Party may change its address for receipt of written notice by notifying the other Party in writing of a new address for delivering notice.

21. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

OMNITRANS	**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**
By: _____	By: _____
Erin Rogers CEO/General Manager	Ray Marquez President
Date: _____	Date: _____
By: _____	
Frank Navarro Omnitrans Board Chair	
Date: _____	
APPROVED AS TO FORM:	**APPROVED AS TO FORM:**
By: _____	By: _____
Steven DeBaun Omnitrans Counsel	Julianna K. Tillquist SBCTA General Counsel
Date: _____	Date: _____

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EXHIBIT A

FTA MASTER AGREEMENT

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UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by the Infrastructure Investment and Jobs Act of 2021 (IIJA), the Fixing America's Surface Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other federal laws that FTA administers.

FTA MA(31)
May 2, 2024

http://www.transit.dot.gov

TABLE OF CONTENTS

Table of Contents i
Preface 1
Statutory Authorities 1
Purpose of this Master Agreement 1
Generally Applicable Provisions 3
Section 1. Terms of this Master Agreement and Compliance 3
Section 2. Definitions. 4
Section 3. Implementation. 12
Section 4. Ethics, Political Activity, Disqualification, and Certain Criminal Activity. 19
Section 5. Federal Assistance 27
Section 6. Non-Federal Share. 28
Section 7. Payments to the Recipient. 30
Section 8. Records and Reports Related to the Award and the Underlying Agreement. 41
Section 9. Record Retention and Access to Sites of Performance. 47
Section 10. Completion, Audit, Settlement, and Closeout. 48
Section 11. Right of the Federal Government to Terminate. 50
Section 12. Civil Rights. 51
Section 13. Planning. 59
Section 14. Private Enterprise. 60
Section 15. Preference for United States Products and Services. 61
Section 16. Procurement. 62
Section 17. Patent Rights. 70
Section 18. Rights in Data and Copyrights. 71
Section 19. Use of Real Property, Equipment, and Supplies. 74
Section 20. Transit Asset Management. 79
Section 21. Insurance. 80
Section 22. Relocation and Real Property 80
Section 23. Construction. 81
Section 24. Employee Protections. 82
Section 25. Early Systems Work Agreement. 84
Section 26. Environmental Protections. 86
Section 27. State Management and Monitoring Systems 90
Section 28. Charter Service 90

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

Section 29. School Bus Operations. 91
Section 30. Geographic Information and Related Spatial Data. 91
Section 31. Federal "$1 Coin" Requirements. 91
Section 32. Public Transportation Safety. 91
Section 33. Motor Carrier Safety. 92
Section 34. Safe Operation of Motor Vehicles. 92
Section 35. Substance Abuse. 93
Section 36. Protection of Sensitive Security and Other Sensitive Information. 94
Section 37. Special Notification Requirements for States. 95
Section 38. Freedom of Information. 95
Section 39. Disputes, Breaches, Defaults, and Litigation. 96
Section 40. Amendments to the Underlying Agreement. 98
Section 41. FTA's Transit Award Management System (TrAMS). 98
Section 42. Information Obtained through Internet Links. 98
Section 43. Severability. 99
Special Provisions for Specific Programs 100
Section 44. Special Provisions for All Public Transportation Innovation, Technical Assistance or Workforce Development Programs. 100
Section 45. Special Provisions for the State Safety Oversight Grant Program. 102
Section 46. Special Provisions for the State Infrastructure Bank (SIB) Program. 102
Section 47. Special Provisions for the TIFIA and RRIF Programs. 103
Section 48. Special Provisions for the Joint FTA–FRA Program. 104
Appendix A Tribal Transit Program—Applicable Provisions 106

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

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UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

PREFACE

Statutory Authorities

This is the official Federal Transit Administration (FTA) Master Agreement that applies to each Underlying Agreement (Grant Agreement, Cooperative Agreement, Loan Agreement, Loan Guarantee Agreement, or Line of Credit Agreement) for a specific Award authorized by:

(a) Federal transit laws, 49 U.S.C. chapter 53, as amended, including the following:

(1) The Infrastructure Investment and Jobs Act of 2021 (IIJA), Public Law No. 117-58, November 15, 2021, and other authorizing legislation that may be enacted;

(2) The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015;

(3) The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112- 141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015; and

(4) The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008.

(b) Continuing Resolutions or Other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2021.

(c) Title 23, United States Code (Highways).

(d) Other federal legislation that FTA administers, as FTA so determines.

Purpose of this Master Agreement

This FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement with the Recipient, which Underlying Agreement may take the form of an:

(a) FTA Grant Agreement, including an FTA Grant Agreement for an award of federal assistance under the Tribal Transit Program;

(b) FTA Cooperative Agreement; or

(c) Transportation Infrastructure Finance Innovation Act (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) Loan, Loan Guarantee, Line of Credit, Master Credit Agreement for a Project overseen by FTA, or State Infrastructure Bank (SIB) Cooperative Agreement.

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, FTA and the Recipient agree as follows:

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GENERALLY APPLICABLE PROVISIONS

Section 1. Terms of this Master Agreement and Compliance.

(a) The Recipient must comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance, except as FTA determines otherwise in writing.

(b) To assure compliance with federal laws, regulations, and requirements, the Recipient must take measures to assure that other participants in its Underlying Agreements (e.g., Third Party Participants) comply with applicable federal laws, regulations, and requirements, and follow applicable federal guidance, except as FTA determines otherwise in writing.

(c) FTA may take enforcement action if the Recipient or a Third Party Participant violates an applicable federal law, regulation, or requirement, or does not follow applicable federal guidance.

(d) FTA and the Recipient agree that not every provision of this Master Agreement will apply to every Recipient or Underlying Agreement.

(1) FTA has divided this Master Agreement into the "Preface," "Generally Applicable Provisions," and "Special Provisions for Specific Programs."

(2) This Master Agreement has an Appendix A illustrating the specific provisions of this Master Agreement that apply to the Tribal Transit Programs.

(3) Criteria determining which federal laws, regulations, requirements, and guidance apply include the type of Award, the federal law authorizing federal assistance for the Award, the federal law, regulations, or requirements governing how the Award must be implemented, the federal guidance pertaining to the Award, and the Recipient's legal status as a "state," "state instrumentality," a "local government," a federally recognized Indian Tribe (Indian Tribe), a "private nonprofit entity," a "private for-profit entity," or an individual.

(e) As provided in federal laws, regulations, requirements, and guidance, FTA will enforce only those federal laws, regulations, requirements, and guidance that apply to the specific FTA Recipient, its Third Party Participants, or to any Project and related activities encompassed in the Award, the accompanying Underlying Agreement, and any Amendments thereto.

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(f) Each provision of this Master Agreement must be interpreted in context with all other provisions of this Master Agreement and the Underlying Agreement. If a single provision is read apart from the rest of this Master Agreement or the Underlying Agreement, that provision might not convey the extent of the Recipient's responsibility to comply with the requirements of this Master Agreement and the Underlying Agreement.

(g) This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or Amendment to this Master Agreement or the Underlying Agreement.

Section 2. Definitions.

(a) *List of Definitions*. In addition to the definitions provided in 49 U.S.C. § 5302, as amended, or in previous legislation if circumstances may require, the Recipient agrees that the following definitions apply:

(1) *Application* means the request for federal assistance submitted that is signed and dated by the Applicant or an official authorized to act on the behalf of the Applicant, and includes all explanatory, supporting, and supplementary documents filed with FTA by or on behalf of the Applicant, and has been reviewed by FTA staff and addresses FTA's comments and concerns. An application for federal assistance in the form of a Grant or Cooperative Agreement must be submitted in FTA's Transit Award Management System (TrAMS).

(2) *Approval*, unless FTA determines otherwise in writing, means a written statement of an authorized federal official transmitted electronically or in typewritten hard copy expressly permitting the Recipient to take or omit an action in connection with its Underlying Agreement, and signed by a federal official authorized to permit the Recipient to take or omit an action that may not be taken or omitted without the Federal Government's permission. Approval does not mean permission to take or omit a similar action other than the specific action for which approval was given and does not include an oral permission or interpretation, which has no legal force, authority, or effect. For purposes of this Master Agreement, the definition of "approval" also applies to "concurrence" and "waiver."

(3) *Associated Transit Improvement* means, with respect to a Project or an area to be served by a Project, an activity that is designed to enhance transit service or use and that is physically or functionally related to transit facilities.

(4) *Award* means the Scope of Work that FTA has approved when FTA agreed to provide federal assistance. The Award also includes the requirements of all documents, terms, and conditions incorporated by reference and made part of the Underlying Agreement, which may be a Grant or Cooperative Agreement.

(5) *Award Budget* [formerly, *Approved Project Budget*] means the budget for all the Projects encompassed by the FTA Award. In contrast, Project Budget means the budget allocated for a single Project contained within an Award that FTA or a pass-through entity approves during the federal award process or in subsequent amendments to the FTA Award. It may include the federal and non-federal share or only the federal share, as determined by FTA or the pass-through entity. For legal and other purposes, FTA reserves the right to consider information other than that displayed electronically or on paper in the "Award Budget" to determine the scope of the Award, eligible Project activities, and other terms used in connection with the Award.

(6) *Common Rules* means any one or more of the following:

(i) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. Office of Management and Budget (OMB) regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200;

(ii) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," former 49 CFR Part 18; and

(iii) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," former 49 CFR Part 19.

(7) *Concurrence* has the same meaning as the definition of Approval in this section of this Master Agreement.

(8) *Cooperative Agreement* means an instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6305, the Federal Government takes an active role and retains substantial control. An FTA Cooperative Agreement consists of three parts:

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(i) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project as set forth in the Application submitted to FTA in TrAMS or on paper if permitted;

(ii) The Terms and Conditions incorporated by reference and made part of the Cooperative Agreement consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, including:

(A) The most recent Federal Transit Administration Master Agreement, which applies to this Cooperative Agreement;

(B) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA; and

(C) Any Award notification containing special conditions or requirements if issued; and

(iii) The Execution of the Cooperative Agreement by the Recipient.

(9) *Designated Recipient* means an entity designated, in accordance with the planning process under 49 U.S.C. §§ 5303 and 5304, by the governor of a state, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under 49 U.S.C. § 5336 to urbanized areas of 200,000 or more in population; or a state or regional authority, if the authority is responsible under the laws of a state for a Capital Project and for financing and directly providing public transportation.

(10) *Disability* has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12102.

(11) *Federal Assistance* means a type of federal funding that the Recipient receives through the Underlying Agreement.

(12) *Federal Award Identification Number* has the same meaning as "Project No." in previous Grant Agreements and Cooperative Agreements with FTA.

(13) *Federal Government* means the United States of America and any of its executive departments or agencies.

(14) *Federal Guidance* includes any federal document or publication signed by an authorized federal official providing official instructions or advice about a federal program that is not defined as a "federal requirement" and applies to

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entities other than the Federal Government. Federal Guidance also may apply to the Federal Government, and may take the form of a:

(i) Federal directive;

(ii) Federal circular;

(iii) Federal order;

(iv) Federal published policy;

(v) Federal administrative practice;

(vi) Federal guideline;

(vii) Federal guidance document;

(viii) Letter signed by an authorized federal official; or

(ix) Similar document.

(15) *Federal Requirement* means:

(i) An applicable federal law, regulation, or executive order;

(ii) An applicable provision of the Underlying Agreement, including any Special Condition, Requirement, Provision, or Condition of Award;

(iii) This Master Agreement;

(iv) A later Master Agreement after FTA and the Recipient have entered into the Underlying Agreement; or

(v) Another applicable federal mandate.

(16) *Federal Transit Administration (FTA)* is an operating administration of the Department of Transportation (U.S. DOT). Any reference to the "Urban Mass Transportation Administration" (also referred to as "UMTA") refers to the "Federal Transit Administration" or "FTA" when appearing in any records of the United States.

(17) *Federal Transit Administrator* is the head of the Federal Transit Administration.

(18) *Federally Recognized Indian Tribe* means an Indian tribe that is federally recognized by the Bureau of Indian Affairs of the U.S. Department of the

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Interior in accordance with the provisions of the Federally Recognized Indian Tribe List Act of 1994, as amended, 25 U.S.C. § 5130.

(19) *Fiscal Year*, as used in this Master Agreement, means "federal fiscal year," which begins on October 1 of each calendar year and ends on September 30 of the next calendar year.

(20) *Governor* means the governor of a state, the mayor of the District of Columbia, or the chief executive officer of a territory of the United States and includes the designee thereof.

(21) *Grant Agreement* means a legal instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6304, the Federal Government does not take an active role and does not retain substantial control. An FTA Grant Agreement consists of three parts:

(i) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project as set forth in the Application submitted to FTA in TrAMS or on paper if permitted;

(ii) The Terms and Conditions incorporated by reference and made part of the Grant Agreement consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, including:

(A) The most recent "Federal Transit Administration Master Agreement, which applies to this Grant Agreement;

(B) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA; and

(C) Any Award notification containing special conditions or requirements if issued; and

(iii) The Execution of the Grant Agreement by the Recipient.

(22) *Indian Tribe* means the Recipient or Subrecipient that receives "Tribal Transit Program" assistance authorized by 49 U.S.C. § 5311(c)(1) to support its Underlying Agreement.

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(23) *Internal Controls* means a process, implemented by a Recipient or Subrecipient, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) effectiveness and efficiency of operations, (b) reliability of reporting for internal and external use, and (c) compliance with applicable laws, regulations, and requirements.

(24) *Local Government Authority* includes (a) a political subdivision of a state; (b) an authority of at least one state or political subdivision of a state; (c) an Indian tribe; and (d) a public corporation, board, or commission established under the laws of a state.

(25) *Low-Income Individual*, for purposes of 49 U.S.C. § 5311(j)(1)(A)(iii), means an individual whose family income is at or below 100 percent of the poverty line, as that term is defined in section 673(2) of the Community Services Block Grant Act, 42 U.S.C. § 9902(2), including any revision required under that section, for a family of the size involved.

(26) *Master Credit Agreement* means a conditional agreement to extend one or more loans to a Recipient under the Transportation Infrastructure Finance and Innovation Act (TIFIA) of 1998, as amended, 23 U.S.C. §§ 601 – 609, or the Railroad Rehabilitation and Improvement Financing (RRIF) program, 45 U.S.C. §§ 821 – 823, and also means the type of Underlying Agreement used for the TIFIA or RRIF loans.

(27) *Non-Federal Funds* or *Non-Federal Share* includes the following sources of funding or in-kind property or services used to match the federal assistance awarded for the Grant or Cooperative Agreement:

(i) Local funds;

(ii) Local in-kind property or services;

(iii) State funds;

(iv) State in-kind property or services;

(v) Other federal funds for which the federal statute authorizing a program specifically provides that federal funds made available for that program can be applied to the cost sharing requirements of other federal programs.

(28) *Non-Tribal Service Provider*, for purposes of 49 U.S.C. § 5311(j)(2), means a non-tribal provider of public transportation that connects residents of tribal

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lands with surrounding communities, improves access to employment or healthcare, or otherwise addresses the mobility needs of tribal members.

(29) *Project* means the public transportation improvement activities eligible for federal assistance in an application to FTA and/or in an FTA Award.

(30) *Public Transportation*, has the same meaning as "transit" or "mass transportation," and, consistent with the definition at 49 U.S.C. § 5302, means regular, continuing shared- ride surface transportation services that are open to the general public, or open to a segment of the general public defined by age, disability, or low income, but does not include:

(i) Intercity passenger rail transportation provided by Amtrak or a successor thereof as described in 49 U.S.C. chapter 243;

(ii) Intercity bus service;

(iii) Charter service;

(iv) School bus service;

(v) Sightseeing service;

(vi) Courtesy shuttle service for patrons of one or more specific establishments; or

(vii) Intra-terminal or intra-facility shuttle services.

(31) *Recipient* or *Direct Recipient* means a non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term "Recipient" does not include a Subrecipient.

(32) *Scope of Work* means the purpose of the Grant Agreement or Cooperative Agreement and the activities and approaches required to carry out a Project. The scope of work consists of various components, including the Award Budget, beneficiaries, locations, and other aspects identified in the approved application. FTA reserves the right to consider other information in determining the scope of the Project or the "scope of work of a Grant Agreement or Cooperative Agreement" when "scope" is used for other purposes. See the latest edition of the FTA Master Agreement.

(33) *Split Letter* (sometimes referred to as a suballocation letter or government subapportionment letter) means a letter in which a Designated Recipient of Urbanized Area Formula Grant Program funding authorized by 49 U.S.C.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

§ 5307, a Designated Recipient of Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities authorized by 49 U.S.C. § 5310, a Designated Recipient of the State of Good Repair Formula Grants, 49 U.S.C. § 5337, agrees to a reassignment or reallocation of that federal assistance to one or more direct Recipients.

(34) *Subagreement* or *Subgrant* means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient's or Subrecipient's Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third party contract, third party subcontract, or lease.

(35) *Subrecipient* or *Subgrantee* means any entity or person that receives federal assistance provided by an FTA Recipient instead of FTA directly, but does not include a Third Party Contractor, Third Party Subcontractor, or Lessee.

(36) *Third Party Agreement* includes agreements or arrangements supported in whole or in part with federal assistance awarded to a Recipient by FTA, including a subagreement with a subrecipient, a third party contract, a third party subcontract, a lease, or similar arrangement or agreement as FTA may recognize.

(37) *Third Party Contract* means a legal instrument by which a Recipient or Subrecipient purchases property or services needed to carry out the Grant Agreement or Cooperative Agreement. This does not include an instrument describing a transaction that meets the definition of a federal Award, Grant, Cooperative Agreement, Subaward, or Subagreement.

(38) *Third Party Participant* means each participant in the Recipient's Project, except for FTA and the Recipient, whose work under the Project is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for non-federal share. A Third Party Participant may be a Subrecipient, Third Party Contractor, Third Party Subcontractor, Lessee, or Similar Participant in the Recipient's Project (for example, a partner in a joint development venture).

(39) *Third Party Subcontract* means a subcontract entered into by the Third Party Contractor with a Third Party Subcontractor, or a Third Party Subcontractor with another Third Party Subcontractor at any tier, and is supported in whole or in part with the federal assistance originally derived from FTA, or non-federal share dedicated to the Recipient's Underlying Agreement.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(40) *Underlying Agreement* means a specific Grant Agreement, Cooperative Agreement, or, with respect to TIFIA or RRIF assistance, a specific Loan Agreement, Line of Credit Agreement, or Loan Guarantee Agreement that incorporates the terms of this Master Agreement, in each case including any amendments thereto, supported with federal assistance appropriated or made available under the authorized program.

(41) *Unique Entity Identifier* has two meanings:

(i) A Recipient's or a Subrecipient's unique entity identifier for purposes of the "System of Award Management" (SAM), which currently is the DUNS Number; but

(ii) For FTA purposes, FTA assigns a separate Recipient/Vendor ID as a "unique entity identifier," which is a four-digit number and is displayed on the Grant Agreement and the Cooperative Agreement following the heading "Recipient ID."

(42) *Waiver* has the same meaning as the definition of Approval in this section of this Master Agreement.

(b) *Application of Definitions*. The Recipient also agrees that the definitions in section 2(a) above apply throughout this Master Agreement.

Section 3. Implementation.

(a) *Effective Date*. The Effective Date of Recipient's Underlying Agreement is the date when the authorized FTA official signs the Underlying Agreement.

(b) *Description of Each Project*. The "Description of Each Project" in the "Executive Summary" of the "FTA Award" section of the Recipient's Underlying Agreement often provides only a brief description of each Project and related activities to be undertaken by the Recipient; therefore, the Recipient agrees to perform the work described in the terms of its Underlying Agreement, including all the documents and information incorporated by reference and made part of that Underlying Agreement.

(c) *Prompt Implementation*. After receiving notice that the FTA official signed the Underlying Agreement, the Recipient agrees to undertake promptly each Project and related activities described in the Underlying Agreement.

(d) *Completion Dates*. The Recipient agrees to complete each Project within the time periods specified in the Underlying Agreement and all activities must be completed by the Award's end date, unless FTA agrees in writing to extend the end date. Unless FTA determines otherwise in writing, interim milestone dates and other completion

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

dates applicable to the Award are good faith estimates and are not intended to be firm contractual requirements. However, FTA and the Recipient agree that milestone dates and other completion dates for Full Funding Grant Agreements, Small Starts Grant Agreements or other specific agreements in which FTA expressly states that the milestone dates or other completion dates for the Underlying Agreement are firm dates that may be enforced.

(e) *The Recipient's Capacity*. To carry out its Underlying Agreement, the Recipient agrees to maintain:

(1) Sufficient legal, financial, technical, and managerial capacity, and adequate functional capacity to:

(i) Plan, manage, and complete its responsibilities outlined in the Underlying Agreement;

(ii) Use the Project property;

(iii) Carry out the safety and security aspects of the Underlying Agreement;

(iv) Comply with the terms and conditions of the Underlying Agreement, the Recipient's annual Certifications and Assurances to FTA, and applicable federal laws, regulations, and requirements; and

(v) Follow applicable federal guidance, except as the Federal Government determines otherwise in writing.

(2) Strong internal controls to assure that it is managing its Award in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement including, but not limited to:

(i) Amendments or revisions to its Award Budget;

(ii) Salaries and wages of the Recipient's and Subrecipient's personnel;

(iii) Protection of personally identifiable information and other sensitive information; and

(iv) Other matters that must be in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement.

(f) *U.S. DOT Administrative Requirements*. The Recipient agrees to comply with the following U.S. DOT regulations (Common Rules) to the extent applicable:

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(1) *Requirements Applicable On or After December 26, 2014*. The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official on or after December 26, 2014 as follows:

(i) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, and which applies to an Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement with a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization; and

(ii) Except as FTA determines otherwise in writing, U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, and subparts A through E of U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, apply to a private for-profit entity; notably, the Cost Principles of Part 31 of the Federal Acquisition Regulation, which permits the payment of profits or fees for work under procurement contracts, generally will not apply to private for-profit entities.

(2) *Requirements Applicable Before December 26, 2014*. The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official before December 26, 2014 as follows:

(i) For a state, local government, or Indian tribal government, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," former 49 CFR Part 18;

(ii) For an institution of higher education or a nonprofit organization, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education; Hospitals, and Other Non-Profit Organizations," former 49 CFR Part 19; or

(iii) For a private for-profit organization, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," former 49 CFR Part 19.

(g) *Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance*. The Recipient agrees to comply with all applicable federal requirements and follow applicable federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient's Underlying Agreement or this Master Agreement. At the time the FTA official awards federal assistance to the Recipient in support of the Underlying Agreement, the federal requirements and guidance that apply then may be modified from time to time, and will apply to the Recipient or the accompanying Underlying Agreement, except as FTA determines otherwise in writing.

(h) *The Recipient's Responsibility to Comply with Federal Requirements*. Irrespective of involvement by any other entity in the Underlying Agreement:

(1) *General*. The Recipient agrees to comply with all federal requirements that apply to itself and the Underlying Agreement.

(2) *Primary Responsibility for Compliance*.

(i) The Recipient, as the Direct Recipient of federal assistance, agrees that it is ultimately responsible for full compliance with federal requirements related to itself, its Award, the accompanying Underlying Agreement, and any Amendments thereto, even though:

(A) A Third Party Participant provides property or services to support a Project or related activities implementing the Award, the accompanying Underlying Agreement, any Amendments thereto; or

(B) Another entity or person is involved with the Award, the accompanying Underlying Agreement, or any Amendments thereto.

(ii) FTA and the Recipient agree that if FTA makes an Award to a Recipient other than the Designated Recipient as defined under 49 U.S.C. § 5302, the Designated Recipient is not a party to the Award or the Underlying Agreement and is not responsible for compliance with federal requirements related to the Underlying Agreement. However, if FTA makes an Award to a Designated Recipient, then that Designated Recipient is responsible for compliance with federal requirements related to its Underlying Agreement. FTA and the Recipient further agree to the terms of the

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

Designated Recipient's Split Letter, Suballocation Letter, or Government Subapportionment Letter attached in TrAMS, including the amounts allocated by the Designated Recipient to each Direct Recipient, and the commitment to comply with the associated transit improvement requirement as stated in that letter.

(iii) Apart from other oversight and reviews FTA may conduct, the Recipient agrees that FTA is expressly authorized to conduct oversight of the Recipient's and its Subrecipients' compliance with federal requirements for safety and security, procurement (including Buy America requirements), management, and finance.

(i) *The Recipient's Responsibility to Extend Federal Requirements to Third Party Participants*. In certain circumstances, the Recipient's compliance with specific federal requirements depends on compliance by its Third Party Participant(s) with those federal requirements, and therefore:

(1) *General*. The Recipient agrees to ensure that its Third Party Participant(s) will comply with applicable federal requirements, and follow applicable federal guidance.

(2) *The Recipient as a "Pass-Through" Entity*. If the Recipient is providing a subaward to a Subrecipient to carry out all or part of its Award, the Recipient agrees to obtain the agreement of each Subrecipient to comply with U.S. DOT's administrative requirements, as set forth above.

(3) *Performance of the Recipient's Responsibilities*. If a Third Party Participant is expected to fulfill any responsibilities typically performed by the Recipient, the Recipient agrees to ensure that the Third Party Participant will carry out the Recipient's responsibilities in compliance with federal requirements, and provide enough information to each Third Party Participant so that it understands that it will be expected to follow federal guidance.

(4) *Risk*. As provided in 2 CFR Part 1201, which incorporates by reference 2 CFR Part 200, the Recipient agrees to evaluate the risk involved before awarding a subagreement to any entity.

(5) *Third Party Agreements*. To comply with federal requirements, the Recipient agrees to enter into a written Third Party Agreement with each Third Party Participant in its Underlying Agreement and must include all appropriate provisions stating the Third Party Participant's responsibilities to assure the Recipient's capability to comply with applicable federal requirements and

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

guidance and specifying the responsibilities that the Third Party Participant will fulfill on the Recipient's behalf.

(6) *Notice to Third Party Participants*. The Recipient agrees to include notice in each Third Party Agreement that:

(i) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

(ii) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

(j) *Changed Circumstances*. The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement.

(1) *Types of Changes*. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as:

(i) A change in federal requirements or guidance;

(ii) A change in state, territorial, local, or tribal requirements;

(iii) A change in the Recipient's circumstances, including:

(A) Its legal, financial, technical, or managerial capacity;

(B) Its continuing control of Project property; or

(C) Another similar situation; and

(iv) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Recipient's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.

(2) *Notice*. In the circumstances described above, the Recipient agrees to provide immediate written notice to the:

(i) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement;

(ii) FTA Headquarters Manager that administers the Underlying Agreement; or

(iii) FTA Chief Counsel.

(k) *Conflict Between Federal Requirements and State, Territorial, Local, or Tribal Requirements*. FTA and the Recipient understand that a federal requirement may conflict with a state, territorial, local, or tribal requirement, and agree that the Recipient must comply with each applicable federal requirement that pre-empts the conflicting state, territorial, local, or tribal requirement.

(1) *Compliance with State, Territorial, Local or Tribal Requirements*. Unless otherwise pre-empted by a federal requirement, FTA and the Recipient agree that:

(i) FTA expects the Recipient to comply with applicable state, territorial, local, and tribal requirements; and

(ii) FTA does not require the Recipient to take any action involving the Underlying Agreement that would violate a state, territorial, local, or tribal requirement that conflicts with a federal requirement.

(2) *When a Conflict Arises*. When a federal requirement conflicts with a state, territorial, local, or tribal requirement:

(i) The Recipient must notify FTA immediately in writing if compliance with the federal requirement would violate a state, territorial, local, or tribal requirement, or require the Recipient to violate a state, territorial, local, or tribal requirement.

(ii) The Recipient must make appropriate arrangements with FTA to proceed with its responsibilities as set forth in the Underlying Agreement, or terminate the Underlying Agreement expeditiously, if necessary.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(l) *No Federal Government Commitment or Liability to Third Parties*. Except as the Federal Government expressly consents in writing, the Recipient agrees that:

(1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and

(2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

Section 4. Ethics, Political Activity, Disqualification, and Certain Criminal Activity.

(a) *Standards of Conduct*. At a minimum, the Recipient agrees to, and assures that its Subrecipients will, establish and maintain written Standards of Conduct covering conflicts of interest that:

(1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract:

(i) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement;

(ii) The immediate family members or partners of those listed above in section 4(a)(1)(i) of this Master Agreement; and

(iii) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections 4(a)(1)(i) and (ii) of this Master Agreement;

(2) Prohibit those individuals listed above in section 4(a)(1) from:

(i) Engaging in any activities involving the Recipient's or any of its Subrecipients' present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest; and

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(ii) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and

(3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section 4(a)(1) and the Recipient's or Subrecipient's Third Party Participants.

(b) *Bonus or Commission*. The Recipient affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Underlying Agreement.

(c) *Lobbying Restrictions*. The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

(1) *Laws, Regulations, Requirements, and Guidance*. This includes:

(i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;

(ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and

(iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

(2) *Exception*. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

(d) *Political Activity*. The Recipient agrees to comply with:

(1) The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

employment activities are supported in whole or in part with federal assistance;

(2) U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151; and

(3) 49 U.S.C. § 5323(*l*)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:

(i) The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but

(ii) Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

(e) *False or Fraudulent Statements or Claims*.

(1) *Civil Fraud*. The Recipient acknowledges and agrees that:

(i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31.

(ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.

(iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

(2) *Criminal Fraud*. The Recipient acknowledges that 49 U.S.C. § 5323(*l*)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

(f) *Trafficking in Persons*.

(1) *Legal Authorities*. The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:

(i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and

(ii) The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

(2) *Definitions*. The Recipient agrees that for purposes of this section 4(f):

(i) *Employee* means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient's Underlying Agreement.

(ii) *Forced labor* means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).

(iv) *Severe forms of trafficking in persons* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(v) *Commercial sex act* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) *Coercion* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(3) *Provisions Applicable to All Recipients*. The Recipient agrees to, and assures that its Subrecipients will:

(i) *Provide Information*. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and

(ii) Subagreement Provision. Include the following provision in any subagreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement:

XXX agrees that it and its employees that participate in the Recipient's Award, may not:

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,
Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or
Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

(4) *Provisions Applicable to a Private Entity Recipient*. If the Recipient is a private entity, it agrees that:

(i) *Prohibitions*. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

(A) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect;

(B) Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or

(C) Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(ii) *Termination of Federal Assistance*. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:

(A) Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or

(B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:

a. Associated with the performance of the Recipient's Underlying Agreement; or

b. Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:

i. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; or

ii. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

(5) *Provisions Applicable to a Recipient That is Not a Private Entity*. A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:

(i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

the performance of the Recipient's Underlying Agreement or subagreements thereunder; or

(ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with the performance of the Recipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200.

(6) *Remedies Other Than Termination of Federal Assistance*. The Recipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

(g) *Federal Tax Liability and Recent Felony Convictions*.

(1) *Transactions Prohibited*.

(i) The Recipient agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant—

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) *Flow-Down*. The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

(h) *Debarment and Suspension*. The Recipient agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—

(i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200;

(ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and

(iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) It will ensure that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

(5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:

(i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or

(iii) FTA Chief Counsel.

Section 5. Federal Assistance.

(a) *Total Federal Assistance Awarded and Obligated*. The Recipient agrees that FTA's responsibility to provide federal assistance for its Underlying Agreement is up to the amount shown in the Underlying Agreement, as modified by any Amendments thereto, which is equal to the smallest of: (1) the maximum amount permitted by federal law or regulation, or (2) the "Total FTA Amount Awarded and Obligated," as stated in the Underlying Agreement. FTA's responsibility to provide federal assistance is limited to the amounts listed in the most recent Award Budget identified in the Underlying Agreement and may not exceed the federal share of the actual eligible expenses incurred for participation in the Award.

(b) *Basis of Federal Assistance*. The Recipient agrees that the "Total FTA Amount Awarded and Obligated" stated in the Underlying Agreement and modified by any Amendments thereto is calculated based on the Net Project Cost or on another basis as set forth below:

(1) "*Net Project Cost*." The Recipient agrees that if federal law or regulation requires an Underlying Agreement to be financed based on its "Net Project Cost," as defined in 49 U.S.C. § 5302:

(i) FTA will provide federal assistance for a percentage of the portion of the "Total Award Budget" that the Recipient cannot reasonably finance from its revenues, which is the "Net Project Cost;"

(ii) FTA will use the amount of the "Total Award Budget" stated on the Underlying Agreement to calculate the "Total FTA Amount Awarded and Obligated;" and

(iii) In TrAMS, the amount stated as the "Total Award Budget" on the Underlying Agreement is actually the "Net Project Cost," as defined in 49 U.S.C. § 5302.

(2) *Other Basis for FTA Participation*. The Recipient agrees that if federal law or FTA permits an Underlying Agreement to be financed on a basis other than its "Net Project Cost," as defined in 49 U.S.C. § 5302, or under previous authorizing legislation:

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(i) FTA will provide federal assistance for all or part of the cost of the Underlying Agreement that is eligible for federal assistance;

(ii) In some instances, FTA has discretion to determine the amount of federal assistance to provide for each specific Project or related activities; and

(iii) FTA will use the amount stated in the Underlying Agreement as the "Total Award Budget" to calculate the "Total FTA Amount Awarded and Obligated."

(c) *Award Budget*. The Recipient agrees to prepare an Award Budget that, after FTA has provided its approval, will be incorporated by reference and made part of the Underlying Agreement.

(1) *Restrictions*. The Recipient agrees that it will not incur costs eligible for FTA participation under the Award or withdraw federal assistance for eligible costs incurred unless those costs are consistent with the Award Budget.

(2) *Amendments to the Award Budget*. To the extent specified in applicable FTA program management guidance, the Recipient agrees that it must obtain prior FTA approval in writing before amending its Award Budget or transferring federal assistance for the Award if the transfer is not expressly authorized by federal law, regulation, or guidance. An Award of additional federal assistance will require an amended Award Budget.

(3) *Revisions to the Award Budget*. To the extent specified in applicable FTA program management guidance, the Recipient may revise the Award Budget without prior FTA written approval. The Recipient agrees that all other Award Budget revisions will require prior FTA approval in writing.

(4) *Unexpended Federal Assistance*. The Recipient agrees to inform FTA promptly if it believes it will have unexpended federal assistance after the period of performance for the Award ends.

Section 6. Non-Federal Share.

(a) *Amount*. The Recipient agrees to provide the amount of non-federal share specified in the Underlying Agreement. Except to the extent that FTA has provided its written consent permitting the Recipient to defer payment of the non-federal share required by the Underlying Agreement, the Recipient agrees to provide its proportionate amount of the non- federal share no later than the time it draws down the federal share to pay eligible costs.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(b) *Duty to Obtain*. The Recipient agrees to complete all proceedings necessary to provide the non-federal share and to notify FTA of any changed circumstances adversely affecting its ability to pay the non-federal share, including a description of the actions it has taken or will take to ensure adequate resources to provide the non-federal share, and a re-affirmation of its commitment to provide the non-federal share.

(c) *Permissible Sources*. The Recipient agrees that the following are permissible sources of the non-federal share for the Award:

(1) Undistributed cash surpluses;

(2) A replacement or depreciation cash fund or reserve; and

(3) New capital.

(d) *Restricted Sources*. Because sources of non-federal share differ among FTA's public transportation assistance programs, FTA will specify in an FTA circular or otherwise whether the following sources may be used as the non-federal share for a specific Award under that program:

(1) Program income generated by a Project or related activities supported by a prior Grant or Cooperative Agreement, which is a form of undistributed cash surplus;

(2) Advertising revenues;

(3) Concession revenues;

(4) Revenues from a service agreement from a state or local social service agency or a private social service organization;

(5) Third party in-kind contributions;

(6) Proceeds from the issuance of revenue bonds pursuant 49 U.S.C. § 5323(e);

(7) Transportation development credits (formerly toll revenue credits) pursuant to 23 U.S.C. § 120(i);

(8) Revenue from Value Capture pursuant to 49 U.S.C. § 5323(s);

(9) Federal assistance made available for the Federal Lands Highway Program authorized under 23 U.S.C. § 204; or

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(10) Federal assistance derived from other federal programs whose enabling laws permit their funds to be used as the non-federal share.

(e) *Prohibited Sources*. Except as permitted by federal laws, regulations, requirements, or guidance, or approved in writing by FTA, the Recipient agrees that it will not provide any non-federal share for the Underlying Agreement derived from:

(1) Farebox revenues from providing public transportation services using facilities and equipment acquired with federal assistance for the Award;

(2) Program income derived from the use of facilities or equipment acquired with federal assistance for the Award, except if expressly permitted by federal laws, regulations, requirements, or FTA guidance; or

(3) Other federal funds not authorized for use as non-federal share by federal law, regulation, requirements, or guidance.

(f) *Reductions or Refunds*.

(1) *Reductions*. The Recipient agrees that if it reduces the non-federal share of eligible costs required for the Award, then at the same time it must reduce the proportionate amount of federal assistance for the Award.

(2) *Refunds*. The Recipient agrees that if it accepts a refund of the non-federal share of eligible costs provided through the Underlying Agreement, then at the same time it must provide the Federal Government an amount of that refund proportionate to the federal contribution.

Section 7. Payments to the Recipient.

(a) *Conditions for Accessing Federal Assistance*. To seek or obtain federal assistance for the costs of implementing the Award, the Recipient agrees that:

(1) It must execute the Underlying Agreement and any Amendments thereto;

(2) It must receive and file a properly signed document seeking payment for the expense, such as a voucher or other appropriate record, and a properly detailed description of the relationship of the expense to the Award;

(3) It must identify all sources of federal assistance from which the payment is derived;

(4) It must provide FTA with all financial and progress reports required to date; and

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(5) If the Recipient must provide a non-federal share, unless FTA has stated otherwise in writing that the Recipient may defer the non-federal share:

(i) The Recipient will not request or obtain more federal assistance than justified by the eligible non-federal share it has provided;

(ii) The Recipient will not cause the proportion of federal assistance available for the Award at any time to exceed the percentage of federal assistance authorized and documented in the Underlying Agreement; and

(iii) When combined with federal payments, the Recipient will be able to demonstrate that the non-federal share will be adequate to cover all eligible costs incurred in support of the Award.

(b) *Eligible Costs*. Except as the Federal Government determines otherwise in writing, the Recipient agrees, and will obtain the agreement of each Subrecipient, to seek and obtain federal assistance only for the eligible costs of the Award that are:

(1) Consistent with the Description of Each Project, the Award Budget, this Master Agreement, and the Underlying Agreement and any Amendments thereto;

(2) Necessary to carry out the Award;

(3) Reasonable for the property or services acquired for use in the Project;

(4) The actual net costs, which consist of the price paid minus reductions of the costs incurred, such as any refunds, rebates, or other items of value, but excluding program income;

(5) Incurred for work performed after the Effective Date of the:

(i) Award;

(ii) Pre-award authority that FTA has provided; or

(iii) Letter of No Prejudice;

(6) Satisfactorily documented;

(7) Consistent with federally approved accounting principles and procedures, including requirements for indirect costs, consistent with the applicable U.S. DOT Common Rules; and

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(8) Consistent with applicable U.S. DOT Common Rules and other applicable federal law, regulations, requirements, and guidance.

(c) *Ineligible Costs*. The Recipient agrees that, except as the Federal Government determines otherwise in writing, FTA will exclude ineligible costs incurred in connection with the Award or otherwise, such as:

(1) A cost the Recipient has incurred before the Effective Date of the Award as documented in the Underlying Agreement or any Amendments thereto that is not accompanied by FTA's written approval, including, but not limited to, pre-award authority or a Letter of No Prejudice, and permitted by applicable federal law, regulation, guidance, or the Underlying Agreement or any Amendments thereto;

(2) A cost not included in the most recent Award Budget;

(3) A cost for property or services received in connection with any third party agreement lacking any FTA approval or concurrence in writing that is required;

(4) An ordinary governmental or operating cost not applicable to the Award, as prohibited by 49 U.S.C. § 5323(h)(1);

(5) A profit or fee for services provided by the Recipient or any of its Subrecipients in implementing the Award; or

(6) A cost that is ineligible for FTA participation as provided in applicable federal law, regulation, requirement, or guidance.

(d) *Bond Interest and Other Financing Costs – Limited Eligibility*. The Recipient agrees that bond interest and other financing costs are allowable costs to the extent permitted by applicable federal law, regulation, requirement, or guidance. FTA's share of interest and financing costs that implement the Award will be limited to an amount that does not exceed the most favorable financing terms reasonably available at the time of borrowing, except as the Federal Government determines otherwise in writing.

(e) *Payment Procedures Based on the Type of Federal Assistance Awarded*. The Recipient agrees that:

(1) All payments in connection with the Award will be made through electronic methods.

(2) Payment procedures for a Recipient differ based upon the type of federal assistance that is awarded.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(3) FTA determines which electronic system it will use to make payments to the Recipient as follows:

(i) For Grants and other types of federal assistance, FTA will use the Electronic Clearinghouse Operation Web System (ECHO-Web), Automated Clearing House (ACH) payment method, except as provided below in sections 7(e)(3)(ii) and (iii) of this Master Agreement;

(ii) For Cooperative Agreements, FTA will use the DELPHI eInvoicing System or DELPHI Mark View System if the Recipient is granted a waiver (see the following section 7(g) of this Master Agreement for more information about payments for cooperative agreements and section 7(g) of this Master Agreement for information about accessing and using the DELPHI eInvoicing System); and

(iii) For Grants requiring more detailed review of supporting documentation before receiving federal assistance and as determined by the FTA Manager for the Underlying Agreement, FTA will use the DELPHI eInvoicing System (see the following section 7(g) of this Master Agreement for more information about accessing and using the DELPHI eInvoicing System).

(f) *Payment Procedures Using ECHO*. The Recipient agrees that if payment is made through ECHO-Web using an ECHO Control Number, it will comply with the "FTA ECHO-Web User Manual," April 2016, and it will withdraw federal assistance only to pay the eligible costs of implementing the Award.

(1) *Major Withdrawals*. When a single withdrawal will exceed $50,000,000, the Recipient agrees to notify the appropriate FTA Regional or Program Office at least three (3) days before the withdrawal is anticipated.

(2) *Immediate Use*. The Recipient agrees that it will not withdraw federal assistance until needed for immediate payment of those expenses and will use that federal assistance to pay for expenses that implement the Award no later than three (3) days after receipt, except as an authorized official of the Federal Government permits otherwise in writing.

(3) *Limits*. The Recipient agrees that it will not withdraw more than the sum of federal assistance the Federal Government has awarded or the current available balance for its Award, the accompanying Underlying Agreement, and any Amendments thereto, whichever is less.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(4) *Control*. The Recipient agrees to provide for the control and accountability of all federal assistance for its Award, the accompanying Underlying Agreement, and any Amendments thereto.

(5) *Reporting*. Unless an authorized FTA official determines otherwise in writing, the Recipient agrees to report its cash payments and balances promptly.

(6) *Penalties*. If the Recipient fails to comply with this section of this Master Agreement, it agrees that it may incur or be subjected to penalties, including, but not limited to, the following:

(i) *Access to ECHO-Web*. The Federal Government may revoke or suspend the Recipient's ECHO Control Number and access to the ECHO-Web if the Federal Government determines that:

(A) Fraud, waste, mismanagement, or abuse exists in the Recipient's use and application of federal assistance;

(B) The Recipient has failed to use federal assistance it withdrew to pay costs incurred that implement the Underlying Agreement within three (3) days of withdrawing that federal assistance;

(C) The Recipient has failed to return withdrawn but unspent federal assistance to the Federal Government within a reasonable time;

(D) The Recipient has failed to establish procedures to minimize the time between advances of federal assistance and payments of costs incurred that implement the Underlying Agreement;

(E) The Recipient has been awarded Federal assistance through a Cooperative Agreement with FTA and will use the eInvoicing or DELPHI Mark View System as its payment method instead of the ECHO-Web System (see section 7(g)); or

(F) For Grants requiring a more detailed review of supporting documentation before receiving federal assistance, and as determined by the FTA Manager for the Award, the Recipient will use eInvoicing (see section 7(g)).

(ii) *Interest*. The Recipient agrees to pay interest to the Federal Government on any federal assistance withdrawn prematurely,

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

irrespective of whether the federal assistance has been deposited in an interest-bearing account.

(A) *A State or State Instrumentality*. If the Recipient is a state or state instrumentality, it agrees to pay interest calculated as provided in section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Department of Treasury (U.S. Treasury) regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers," 31 CFR Part 205.

(B) *Other than a State or State Instrumentality*. If the Recipient is not a state or state instrumentality, it agrees to pay prejudgment common law interest determined by the Federal Government, as authorized by joint U.S. Treasury and U.S. Department of Justice (joint U.S. Treasury and U.S. DOJ) regulations, "Standards for the Administrative Collection of Claims," 31 C.F.R. § 901.9(i). The Federal Government may determine the amount of interest due, based on the amount of interest the Recipient demonstrates it earned on its premature withdrawals of federal assistance, the amount of interest based on the "Treasury tax and loan account" rate prescribed under 31 U.S.C. § 3717 for debts owed to the United States, or an amount of interest as the Federal Government otherwise determines.

(7) *ECHO System*. If the Recipient is authorized to receive payments provided through ECHO-Web, FTA does not generally review the drawdown when made; however, FTA may review the drawdown at a later time, and subject that drawdown to an audit under a financial oversight review, a triennial review, or another audit.

(g) *Payment Procedures for a Cooperative Agreement*. A Recipient of federal assistance through a Cooperative Agreement must use the DELPHI eInvoicing System to obtain federal payments for costs incurred that implement the Underlying Agreement, unless a waiver is granted.

(1) *Standard Procedures*. To make and receive payments through the DELPHI eInvoicing System, the procedures below must be followed:

(i) *Access to the DELPHI eInvoicing System*. To access the DELPHI eInvoicing System, the Recipient:

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(A) Must have internet access to register and submit payment requests through the DELPHI eInvoicing System;

(B) Should contact its FTA Manager for the Underlying Agreement to obtain the required DELPHI User access form and approval;

(C) Must complete the required form that the FAA, Enterprise Service Center's (ESC) Help Desk uses to verify the Recipient's identity, and present it to a Notary Public for verification;

(D) Return that form, completed and notarized, to:
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125;
and

(E) Should contact its FTA Manager for the Underlying Agreement with any changes to its system profile information.

(ii) *Payment Requests*. The Recipient must submit each payment request electronically through the DELPHI eInvoicing System, unless a waiver is granted; use of the DELPHI eInvoicing System requires the FTA Manager for the Underlying Agreement to review all supporting documentation before authorizing payment.

(iii) *Additional Information*. The U.S. DOT DELPHI elnvoicing System website at http://www.dot.gov/cfo/delphi-einvoicing-system.html displays additional information, including the access form and training materials a Recipient may need.

(iv) *Federal Responsibilities*. When FTA so requests, the Federal Aviation Administration (FAA) will make payments to FTA Recipients electronically. On behalf of FTA, FAA/ESC must process payment requests to a Recipient of federal assistance documented in its Cooperative Agreement with FTA, and will deposit that federal assistance with the Recipient's financial institution (Note: FTA no longer issues paper checks).

(2) *Waiver Requests*. On a case-by-case basis, U.S. DOT Financial Management officials may waive the requirement for a Recipient to register and use the DELPHI eInvoicing System.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(i) *The Recipient's Responsibilities*. If the Recipient seeks a waiver from the requirement to use the DELPHI eInvoicing System:

(A) It must notify U.S. DOT and FTA by downloading the waiver request form, which can be obtained on the U.S. DOT eInvoicing website at http://www.dot.gov/cfo/delphi-einvoicing-system.html, and notifying its FTA Manager for the Underlying Agreement that it has requested a waiver from using the DELPHI eInvoicing System;

(B) It must send its waiver request to the Director of the Office of Financial Management, U.S. Department of Transportation, Office of the Secretary (OST), Office of Financial Management, B-30, 1200 New Jersey Avenue SE, Washington DC 20590-0001 DOTElectroniclnvoicing@dot.gov; and

(C) If it obtains a waiver from the use of the DELPHI eInvoicing System, then payment will be made using the DELPHI Mark View System, and the Recipient should submit all invoices and any supporting documentation directly to:

a. FTAinvoices@faa.gov (Note: no more than 10 MB of data can be transmitted at one time. For invoices greater than 10MB, split into multiple emails and notate in the subject Email 1 of 4, 2 of 4, etc.); or

b. DOT/FAA (FTA Account)
6500 South MacArthur Blvd.
AMZ-150, HQ Room 272
PO Box 26904
Oklahoma City, OK 73125-69041

(ii) *Federal Responsibilities*. FTA and U.S. DOT have the following responsibilities:

(A) The Director, OST, Office of Financial Management, will confirm or deny the waiver request within approximately 30 days.

(B) If the request is granted, then payments will be made after receipt of the required FTA reporting forms, provided the Recipient has complied with the U.S. DOT Common Rules and this Master Agreement.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(iii) *DELPHI eInvoicing System or DELPHI Mark View System*. If the Recipient receives payments provided through the DELPHI eInvoicing System or DELPHI Mark View System, the Recipient must submit a request for payment with adequate supporting documentation for FTA to determine that:

(A) It has complied and is complying with the Underlying Agreement;

(B) It has made and is making adequate progress toward completion of the Award; and

(C) It has satisfied FTA that the federal assistance requested is needed for the eligible purposes of the Award in that requisition period.

(iv) *Reimbursement*. After it has demonstrated satisfactory compliance with this section, FTA may reimburse the federal share of the Recipient's apparent allowable costs incurred or to be incurred in the requisition period if those apparent allowable costs are consistent with the Award Budget, and those apparent allowable costs do not exceed the maximum amount of federal assistance that may be paid through the federal fiscal year of that requisition.

(h) *Safeguarding Federal Assistance*. The Recipient agrees to deposit all federal assistance it receives in a financial institution and in an insured account whenever possible, and understands that FTA encourages it to use financial institutions owned at least fifty (50) percent by minority group members.

(i) *The Recipient's Duty to Pay Eligible Costs*. When accompanied by appropriate documentation, the Recipient agrees to pay the eligible costs incurred that implement the Award when due, using the available federal assistance provided for the Award and the non- federal share.

(j) *Effect of Federal Payments*. The Recipient agrees that any federal payment made for a cost incurred that is supported by its Underlying Agreement does not constitute the Federal Government's final decision about the eligibility of the cost for payment with federal assistance provided through the Underlying Agreement, or a waiver of any violation of any federal law, regulation, requirement, guidance, the Underlying Agreement or this Master Agreement.

(k) *Revocation of Federal Assistance*. The Federal Government may revoke the unexpended portion of federal assistance for the Award after the Award has been made and executed.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(l) *Final Cost Determination*. The Recipient acknowledges that the Federal Government will not make a final determination about the eligibility of any cost until the audit of the Award and Underlying Agreement has been completed.

(m) *Closeout*. The Recipient agrees that closeout of the Award will not alter:

(1) The Recipient's obligation to return any amounts it owes the Federal Government for later refunds, corrections, or other similar actions; and

(2) The Federal Government's right to disallow costs and recover federal assistance based on a later audit or other review.

(n) *Notification*. If the Federal Government determines that the Recipient is not entitled to any portion of federal assistance paid, the Federal Government will notify the Recipient in writing.

(o) *Recovery of Improper Payments*. Unless prohibited by federal law or regulation, the Federal Government may recover any federal assistance necessary to satisfy any outstanding monetary claims it may have against the Recipient.

(p) *Program Income*. The Recipient agrees that it may use its program income derived from a Project receiving federal assistance through the Underlying Agreement as FTA permits. In determining the total amount of program income a Recipient has earned from its Project, those costs incident to earning program income that have not been charged to the Award may be deducted from the Recipient's gross income.

(1) *During the Period of Performance*. The Recipient may use program income earned during the period of performance of the Underlying Agreement as follows:

(i) The Recipient may retain the income for other capital or operating public transportation expenses. If the Recipient chooses not to use program income for current or future FTA Grants or Cooperative Agreements or for other purposes ineligible for federal participation, then the amount of program income used for purposes ineligible for federal participation will be deducted from the total allowable costs to determine the net allowable costs.

(ii) For each Public Transportation Innovation, Technical Assistance, Workforce Development Project or Enhanced Mobility of Seniors and Individuals with Disabilities project, or related activities, the Recipient may add program income to the Award.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(iii) Depending on federal statutory or regulatory restrictions, the Recipient may use the program income for the non-federal share for a future public transportation Project that will receive federal assistance provided by FTA.

(2) *After the Award Period*. Except as FTA determines otherwise in writing, the Recipient has no obligation to the Federal Government regarding the disposition of program income earned after the end of the period of performance of the Award (i.e., after the ending date of the final Federal Financial Report).

(q) *Profits*. The Recipient and Subrecipient may earn or keep the profits it may derive as a result of an Award, but the Recipient agrees that any such profits must be used in a manner consistent with the provisions of this Master Agreement or applicable federal guidance.

(r) *Excess Payments, Disallowed Costs, Refunds, Claims, Debts, Interest, Penalties, Administrative Charges, and Other Amounts Owed to the Federal Government*.

(1) *The Recipient's Responsibility to Pay*. The Recipient agrees that after receiving notice of specific amounts due, it will pay the amount it owes the Federal Government for:

(i) Excess federal payments for disallowed costs;

(ii) Refunds due and amounts recovered from third parties or other sources;

(iii) Federal claims or debts;

(iv) Interest assessed;

(v) Penalties;

(vi) Administrative charges; or

(vii) Other amounts it owes the Federal Government.

(2) *Amount of Interest Due*. The amount of interest to be assessed depends on the procedures used to pursue payment:

(i) *The Debt Collection Act*. When the Federal Government uses the procedures of the Debt Collection Act of 1982, as amended, 31 U.S.C. § 3701, et seq., to collect claims or debts owed by the Recipient for any reason authorized under that Act (including excess

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

payments and disallowed costs), the Recipient agrees that the amount of interest it will owe will be determined by the Joint U.S. Treasury and U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," 31 CFR Part 900, specifically 31 C.F.R. § 901.9(a) – (g), or common law interest authorized by 31 C.F.R. § 901.9(i), as the Federal Government determines.

(ii) *Other Collection Processes*. When the Federal Government uses methods or procedures other than those described in 31 U.S.C. § 3701, et seq., to recover money(ies) the Recipient owes the Federal Government, the Recipient agrees that common law interest will be due as authorized by Joint U.S. Treasury and U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," 31 C.F.R. § 901.9(i), but interest for premature withdrawals of federal assistance by states or state instrumentalities will be calculated as required under Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers," 31 CFR Part 205.

(s) *De-obligation of Federal Assistance*. The Recipient agrees that the Federal Government may de-obligate federal assistance the Recipient has not spent both before and after closeout of the Award.

Section 8. Records and Reports Related to the Award and the Underlying Agreement.

(a) *Records*. The Recipient agrees to maintain satisfactory records of each Project and activities related in whole or in part to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the extent FTA requires, including, but not limited to:

(1) *Financial Records*. Accurate financial records in its account for its Award, the accompanying Underlying Agreement, and any Amendments thereto, including, but not limited to, records of:

(i) *Assets Received that Implement the Award*. The amount of all assets it receives to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to all federal assistance or the value of any property the Federal Government provides that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, and all other funds and the value of any property or services it has received from sources other than the Federal Government provided for, accruing to,

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

or otherwise received on account of its Award, the accompanying Underlying Agreement, and any Amendments thereto.

(ii) *Costs Incurred that Implement the Award*. Information about the costs incurred to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, including all costs incurred for the eligible property or services, detailed descriptions of the type of property or services acquired, including, but not limited, to properly executed payrolls, time records, invoices, contracts, vouchers, and other appropriate records, and detailed justifications for those costs.

(iii) *Program Income*. All program income derived from the use of Project property, except income FTA determines to be exempt from federal program income record requirements.

(2) *Other Records Needed for Reports Related to the Award*. Sufficient records as needed to prepare adequate reports related to the Award that it must submit to the Federal Government.

(3) *Formats*. Formats for records must be satisfactory to FTA and include, but are not limited to, electronic records, including any emails related to the Award, records on paper, and records created in other formats.

(4) *Availability of Records Related to the Award*. Accessibility for review and separation from other records not related to the Award to the extent feasible must be maintained.

(b) *Reports*. The Recipient agrees to provide to FTA, and others if FTA so directs, all reports related in whole or in part required by applicable federal laws, regulations, requirements, the Underlying Agreement, or at FTA's express direction in the number and format as FTA specifies.

(c) *Data on Assaults on Transit Workers and Bus Impact Fatalities*. The Recipient agrees to report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions—

(1) Any data on assaults on transit workers of the Recipient; and

(2) Any data on fatalities that result from an impact with a bus.

(d) *National Transit Database*. For each fiscal year the Recipient receives or provides to any public transportation operator federal assistance appropriated or made available

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

for 49 U.S.C. § 5307 (including the Passenger Ferry Grant Program) or any provision of 49 U.S.C. § 5311 (including the Tribal Transit Program):

(1) *Reporting Requirements*. The Recipient agrees to, and assures that it will require any person that receives benefits directly from its Award (including the public transportation operators participating in its Award), the accompanying Underlying Agreement, and any Amendments thereto:

(i) To facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD);

(ii) To conform to the NTD reporting system and the Uniform System of Accounts and Records;

(iii) To comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630;

(iv) To report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions—

(A) Any information relating to a transit asset inventory or condition assessment conducted by the Recipient; and

(B) Such other information as FTA may require; and

(v) To comply with any other applicable reporting regulations, and requirements, and

(vi) To follow FTA guidance.

(2) *Voluntary Compliance*. FTA encourages any Recipient that is not required to provide information for the NTD, to provide that information voluntarily.

(e) *U.S. OMB Special Reporting Requirements*.

(1) *Authority*. U.S. OMB has issued regulatory guidance in 2 C.F.R. § 25.220 instructing federal agencies to include special "award terms" as authorized under federal laws, including:

(i) The Federal Funding Accountability and Transparency Act of 2006 (FFATA), Public Law No. 109-282, September 26, 2006;

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(ii) Section 6202 of the Department of Defense Appropriations Act for Fiscal Year 2008, Public Law No. 110-252, June 30, 2008, which amended the FFATA; and

(iii) Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, Public Law No. 110-417, October 14, 2008, which further amended the FFATA.

(2) *Universal Identifier and System for Award Management (SAM)*. The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, "Universal Identifier and System for Award Management (SAM)," 2 CFR Part 25, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB:

(i) *Requirements for the System for Award Management (SAM)*. Unless exempted from SAM as provided in 2 C.F.R. § 25.110, the Recipient agrees to:

(A) Maintain the currency of its information in SAM until the later of the date it submits its final financial report required under this Master Agreement, or the date it receives its final federal payment for the Underlying Agreement; and

(B) Review and update its information in SAM at least annually after the initial registration, and more frequently if required by changes in its information, another provision of an applicable federal or federally assisted agreement, or an applicable federal law or regulation, or U.S. OMB regulatory guidance.

(ii) *Requirement for a Unique Entity Identifier [Currently, the Data Universal Numbering System (DUNS) Number for SAM]*. If the Award includes federal assistance intended to support subawards, the Recipient agrees to notify each potential Subrecipient and other entity participating in the Award that:

(A) The potential Subrecipient or entity must provide its unique entity identifier for SAM [currently, its DUNS number] to the Recipient;

(B) The Recipient may not make any subaward to any potential Subrecipient or entity unless that Subrecipient or entity has provided its unique entity identifier for SAM [currently, its DUNS number] to the Recipient; and

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(C) No Subrecipient or entity, as described below in section 8(d)(4) of this Master Agreement, may receive a subaward provided through the Underlying Agreement, unless that entity has provided its unique entity identifier for SAM [currently, its DUNS number] to the Recipient.

(3) *Reporting Subawards and Executive Compensation*. The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, "Reporting Subaward and Executive Compensation Information," 2 CFR Part 170, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB.

(4) *Reporting of First-Tier Subawards*. The Recipient agrees that when it takes an action that obligates $25,000 or more in federal assistance for a subaward, it must report each such action as provided below, but it need not report an obligation of $25,000 or more in federal assistance, if the Recipient is exempt from U.S. OMB's Special Reporting Requirements as provided below.

(i) *Where and when to report*. The Recipient agrees to report each obligating action described below to http://www.fsrs.gov, and the Recipient agrees to report subaward information no later than the end of the month after the month in which the obligation was made, *(for example, if the obligation was made on October 1, 2015, the obligation must be reported by no later than November 1, 2015)*.

(ii) *What to report*. The Recipient agrees to report the requisite information about each obligating action required by the submission instructions posted at http://www.usaspending.gov.

(iii) *Reporting Total Compensation of the Recipient's Executives*. The Recipient agrees to report the total compensation for each of its five highest compensated executives for the preceding completed fiscal year if:

(A) The total federal assistance authorized to date for the Underlying Agreement is $25,000 or more; and

(B) In its preceding fiscal year, the Recipient:

a. Received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts);

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

b. Received $25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts); and

c. The public does not have access to information about the compensation of the Recipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

(C) The Recipient agrees to report executive total compensation described above as part of Recipient's registration profile at http://www.sam.gov, and by the end of the month after the month in which the Underlying Agreement is executed and annually thereafter.

(D) Reporting of Total Compensation of the Subrecipient's Executives. Unless exempt as provided below, the Recipient agrees to report the names and total compensation of each of its first-tier Subrecipient's five highest compensated executives for the Subrecipient's preceding completed fiscal year if:

a. It received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts); and

b. It received $25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts);

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

c. The public does not have access to information about the compensation of the Subrecipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

(E) The Recipient agrees to report the Subrecipient's executives' total compensation described above to FTA and elsewhere as may be determined by the Federal Government, and by the end of the month following the month during which the Recipient makes the subaward (for example, if a subaward is obligated on any date during the month of October of a given year, i.e., between October 1 and 31, the Recipient must report any required compensation information about the Subrecipient by November 30 of that year).

(F) Any Recipient that had gross income under $300,000 from all sources in the previous tax year is exempt from those federal requirements to report subawards, and the total compensation of the five highest compensated executives of any Subrecipient.

(5) *Recipient Integrity and Performance Matters*. U.S. OMB regulatory guidance, "Recipient Integrity and Performance Matters," 2 CFR Part 200, appendix XII, contains mandatory provisions that may affect the Recipient's reporting requirements.

(f) *Closeout*. The Recipient agrees that closeout of its Award does not alter the record-keeping and reporting requirements of this section of this Master Agreement.

Section 9. Record Retention and Access to Sites of Performance.

(a) *Types of Records*. The Recipient agrees to retain, and will require its Third Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(b) *Retention Period*. The Recipient agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Underlying Agreement, and any Amendments thereto must be retained from the day the Underlying Agreement was signed by the authorized FTA official through the course of the Award, the accompanying Underlying Agreement, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.

(c) *Access to Recipient and Third Party Participant Records*. The Recipient agrees, and assures that each Subrecipient, if any, will agree to:

(1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information, including such records and information the Recipient or its Third Party Participants may regard as confidential or proprietary, related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients;

(2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations; and

(3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

(d) *Access to the Sites of Performance*. The Recipient agrees to permit, and to require its Third Party Participants to permit, FTA to have access to the sites of performance of its Award, the accompanying Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.

(e) *Closeout*. Closeout of the Award does not alter the record retention or access requirements of this section of this Master Agreement.

Section 10. Completion, Audit, Settlement, and Closeout.

(a) *Completion*. Within one hundred twenty (120) calendar days after completion or termination of the Award, the Recipient agrees to submit; and within ninety (90) calendar days after completion or termination of the Award (or an earlier date as

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

agreed upon by the pass-through entity and subrecipient), the subrecipient agrees to submit to the pass-through entity:

(1) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425);

(2) A certification of expenses incurred that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto; and

(3) The necessary audit reports of its Award, the accompanying Underlying Agreement, and any Amendments thereto.

(b) *Audit of the Recipient*. Except as the Federal Government determines otherwise in writing, the Recipient agrees that:

(1) *Audits Required*. It must obtain the following audits:

(i) *Annual "Single Audit."* A financial and compliance audit consistent with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501, et seq., and applicable U.S. DOT "Single Audit" requirements of 2 CFR Part 1201, which incorporate by reference 2 CFR Part 200, for each Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement; and

(ii) *Other Audits*. Other audits the Federal Government may require.

(2) *Auditing Standards*. It must comply with the "Audit Requirements" of 2 CFR Part 200, subpart F, and conform to U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards" in the conduct of audits of its Award, the accompanying Underlying Agreement, and any Amendments thereto.

(3) *Costs of Audits*. The audit costs for the administration and management of the Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement are allowable to the extent authorized by the cost principles of 49 CFR Part 1201, which incorporate by reference 2 CFR Part 200.

(c) *Amounts Owed to the Federal Government*. The Recipient agrees to return to the Federal Government any excess federal payments it receives for disallowed costs, and the Federal Government's proportionate part of any amounts it recovers from third parties or other sources, including refunds due and amounts recovered from third parties or other sources, interest assessed, penalties, and administrative charges.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(d) *Closeout*. The Recipient agrees that closeout of the Award occurs when FTA notifies the Recipient that the Award is closed, and approves the final federal payment, or acknowledges receipt of the proper refund. Closeout of the Award does not alter the Recipient's audit responsibilities and does not invalidate any continuing requirements of applicable federal law, regulations, or requirements, this Master Agreement or the Underlying Agreement.

Section 11. Right of the Federal Government to Terminate.

(a) *Justification*. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:

(1) The Recipient has failed to make reasonable progress implementing the Award;

(2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or

(3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.

(b) *Financial Implications*. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.

(c) *Expiration of the Period of Performance*. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(d) *Uniform Administrative Requirements.* These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

Section 12. Civil Rights.

(a) *Civil Rights Requirements*. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

(b) *Nondiscrimination in Federal Public Transportation Programs*. The Recipient agrees to, and assures that it and each Third Party Participant will:

(1) Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age.

(2) Prohibit the:

(i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;

(ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or

(iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(3) Follow:

(i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but

(ii) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(c) *Nondiscrimination – Title VI of the Civil Rights Act*. The Recipient agrees to, and assures that each Third Party Participant will:

(1) Prohibit discrimination based on race, color, or national origin,

(2) Comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and

(iii) Federal transit law, specifically 49 U.S.C. § 5332; and

(3) Follow:

(i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and

(iii) All other applicable federal guidance that may be issued.

(d) *Equal Employment Opportunity*.

(1) *Federal Requirements and Guidance*. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

(i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

(ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;

(iii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;

(v) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and

(vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

(2) *Specifics*. The Recipient agrees to, and assures that each Third Party Participant will:

(i) *Affirmative Action*. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:

(A) Recruitment advertising, recruitment, and employment;

(B) Rates of pay and other forms of compensation;

(C) Selection for training, including apprenticeship, and upgrading; and

(D) Transfers, demotions, layoffs, and terminations; but

(ii) *Indian Tribe*. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;" and

(3) *Equal Employment Opportunity Requirements for Construction Activities*. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

(i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and

(ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(e) *Disadvantaged Business Enterprise*. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

(1) *Statutory and Regulatory Requirements*. The Recipient agrees to comply with:

(i) Section 11101(e) of IIJA;

(ii) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and

(iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.

(2) *DBE Program Requirements*. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding $250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 CFR Part 26.

(3) *Special Requirements for a Transit Vehicle Manufacturer (TVM)*. The Recipient agrees that:

(i) *TVM Certification*. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26; and

(ii) *Reporting TVM Awards*. Within 30 days of any third party contract award for a transit vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract using the Transit Vehicle Award Reporting Form on FTA's website. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

(4) *Assurance*. As required by 49 C.F.R. § 26.13(a):

(i) *Recipient Assurance*. The Recipient agrees and assures that:

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(A) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26;

(B) It must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;

(C) Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and

(D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.

(ii) *Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance*. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

(A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;

(B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;

(C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

breach of this subagreement, third party contract, or third party subcontract, as applicable; and

(D) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

(5) *Remedies*. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801, et seq.

(f) *Nondiscrimination on the Basis of Sex*. The Recipient agrees to comply with federal prohibitions against discrimination based on sex, including:

(1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq.;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25; and

(3) Federal transit law, specifically 49 U.S.C. § 5332.

(g) *Nondiscrimination on the Basis of Age*. The Recipient agrees to comply with federal prohibitions against discrimination based on age, including:

(1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age;

(2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625;

(3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance;

(4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90; and

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(5) Federal transit law, specifically 49 U.S.C. § 5332.

(h) *Nondiscrimination on the Basis of Disability*. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

(1) Federal laws, including:

(i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

(ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities:

(A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but

(B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"

(iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;

(iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

(v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations and guidance, including:

(i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

(ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

(iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;

(v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

(vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

(vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

(viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;

(ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;

(x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;

(xi) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and

(xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

(i) *Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections*. The Recipient agrees to comply with the confidentiality and civil rights protections of:

(1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq.;

(2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq.; and

(3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

(j) *Access to Services for Persons with Limited English Proficiency*. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, (65 Fed. Reg. 50121); and

(2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

(k) *Other Nondiscrimination Laws, Regulations, Requirements, and Guidance*. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.

(l) *Remedies*. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.

(m) *Promoting Free Speech and Religious Liberty*. The recipient shall ensure that Federal funding is expended in full accordance with the U.S. 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.

Section 13. Planning.

(a) *Standard Planning Provisions*. The Recipient agrees to the following:

(1) *Planning Requirements and Guidance*. To assure that its Underlying Agreement is consistent with the Planning requirements that apply, the Recipient agrees to:

(i) Comply with the Metropolitan planning requirements of 49 U.S.C. § 5303, and joint FHWA and FTA regulations, "Planning and Assistance Standards" (for Metropolitan Transportation Planning and Programming), 23 CFR Part 450 and 49 CFR Part 613, to the extent those regulations are consistent with the metropolitan planning requirements of 49 U.S.C. § 5303;

(ii) Comply with the statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304, and joint FHWA and FTA regulations, "Planning and Assistance Standards" (for statewide transportation planning and programming), 23 CFR Part 450 and 49 CFR Part 613, to the extent those regulations are consistent with the state planning requirements of 49 U.S.C. § 5304; and

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(iii) Follow any guidance FTA issues to implement requirements of 49 U.S.C. §§ 5303 and 5304.

(2) *Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation*. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:

(i) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient's federally assisted transportation services; and

(ii) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

(b) *Tribal Transit Program Planning Provisions*. The Indian Tribe agrees that:

(1) *Planning Requirements*. The federal assistance it receives for its Tribal Transit Program will be consistent with its documents, including any formal plan provided to FTA in support of the development and basis of its Award of federal assistance under the Tribal Transit Program, and are or will be coordinated with transportation service funded by other federal sources to the maximum extent feasible.

(2) *Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation*. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:

(i) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient's federally assisted transportation services; and

(ii) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

Section 14. Private Enterprise.

(a) *Protections*. The Recipient agrees to protect the interests of private enterprise affected by federal public transportation programs by:

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(1) Encouraging private enterprise to participate in the planning of public transportation and programs that provide public transportation, to the extent permitted under 49 U.S.C. § 5306; and

(2) Providing just compensation for the Project property it acquires, including the franchises of private providers of public transportation, as required under 49 U.S.C. § 5323(a)(1)(C).

(b) *Infrastructure Investment*. The Recipient agrees to follow the infrastructure investment recommendations of:

(1) Executive Order No. 12803, "Infrastructure Privatization," April 30, 1992, 31 U.S.C. § 501 note (57 Fed. Reg. 19,036); and

(2) Executive Order No. 12893, "Principles for Federal Infrastructure Investments," January 26, 1994, 31 U.S.C. § 501 note (59 Fed. Reg. 4233).

(c) *Joint Development*. If joint development is involved, the Recipient agrees to follow the latest edition of FTA Circular 7050.1, "Federal Transit Administration Guidance on Joint Development."

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

(a) *Buy America*. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j);

(b) *Build America, Buy America Act*. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

(c) *Cargo Preference–Use of United States-Flag Vessels*. At least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(d) *Fly America*. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

(e) *Uniform Administrative Requirements*. Compliance with FTA's "Buy America Requirements," 49 CFR Part 661, and "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184, as described in this Master Agreement shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements."

(f) *Limitation on Certain Rolling Stock Procurements*. The Recipient will comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

Section 16. Procurement.

(a) *Federal Laws, Regulations, Requirements, and Guidance*. The Recipient agrees:

(1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;

(2) To comply with the applicable U.S. DOT Common Rules; and

(3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(b) *Full and Open Competition*. The Recipient agrees to conduct all its third party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.

(c) *Exclusionary or Discriminatory Specifications*. The Recipient agrees that it will not use any federal assistance under 49 U.S.C. chapter 53 for any procurement based on

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

exclusionary or discriminatory specifications, as provided in 49 U.S.C. § 5325(h), unless authorized by other applicable federal laws, regulations, or requirements.

(d) *Required Clauses in Third Party Contracts*. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third party contracts made by the Recipient under the Federal award must contain provisions covering the following, as applicable:

(1) *Simplified Acquisition Threshold*. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).)

(2) *Termination*. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

(3) *Equal Employment Opportunity*. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339), as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(4) *Federally Assisted Construction Contracts*. Pursuant to 41 CFR § 60-1.4(b)(1): The applicant [Recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
> During the performance of this contract, the contractor agrees as follows:
> (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
> (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
> (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
> (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
> (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
> (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
> (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
> (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

> or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
> *Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
> The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
> The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
> The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(5) (2) [Reserved]*Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148).* When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction,

completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

(6) *Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708)*. Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(7) *Rights to Inventions Made Under a Contract or Agreement*. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(8) *Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended*. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(9) *Debarment and Suspension (Executive Orders 12549 and 12689)*. A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

(10) *Restrictions on Lobbying (31 U.S.C. § 1352)*. Contractors that apply or bid for an award exceeding $100,000 must file the certification required by 49 CFR Part 20. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(11) *Solid Wastes*. A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(e) *Geographic Restrictions*. The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law (for example, Section 25019 of the Infrastructure Investment and Jobs Act of 2021, Pub. L. 117-58), regulation, requirement, or guidance.

(f) *In-State Bus Dealer Restrictions*. The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).

(g) *Organizational Conflict of Interest*. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.

(h) *Project Labor Agreements*. As a condition of a third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009 (74 Fed. Reg. 6985).

(i) *Force Account*. The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

(j) *FTA Technical Review*. The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.

(k) *Relationship of the Award to Third Party Contract Approval*. The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non- competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.

(l) *National Intelligent Transportation Systems Architecture and Standards*. The Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

(m) *Rolling Stock*. The Recipient agrees that any procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(n) *Bonding*. The Recipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:

(1) *Construction*. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.

(2) *Activities Not Involving Construction*. For each Project or related activities implementing the Underlying Agreement not involving construction, the Recipient will not impose excessive bonding and will follow FTA guidance.

(o) *Architectural Engineering and Related Services*. When procuring architectural engineering or related services supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53 or provided in any other law requiring the Award to be administered under 49 U.S.C. chapter 53, the Recipient agrees to comply and assures that each of its Subrecipients will comply with 49 U.S.C. § 5325(b).

(p) *Design-Build Projects*. As provided in 49 U.S.C. § 5325(d), the Recipient may use a design- build procurement to carry out its Design-Build Project, provided that it complies with applicable federal laws, regulations, and requirements, and follows federal guidance.

(q) *Award to Other than the Lowest Bidder*. As permitted under 49 U.S.C. § 5325(c), the Recipient may award a third party contract to other than the lowest bidder, if that award furthers an objective (for example, improved long-term operating efficiency and lower long- term costs) consistent with the purposes of 49 U.S.C. chapter 53 and any implementing federal regulations, requirements, or guidance that FTA may issue.

(r) *Award to Responsible Third Party Contractors*. The Recipient agrees to award third party contracts only to contractors able to carry out the procurement successfully, as provided in 49 U.S.C. § 5325(j), and before awarding a third party contract, it will consider the proposed contractor's integrity, compliance with public policy, past performance, and financial and technical resources.

(s) *Access to Third Party Contract Records*. The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide:

(1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and

(2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.

(t) *Electronic and Information Technology*. The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

(u) *Veterans Preference*. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

(v) *Acquisition by Lease*. The Recipient agrees that if it intends to acquire Project property through a lease it will comply, as applicable, with 49 U.S.C. chapter 53 and section 3019 of the FAST Act.

(w) *Bid Protests*. The Recipient agrees to provide FTA, as part of the annual or quarterly Milestone Progress Report, with a list of all bid protests and appeals for solicitations or contracts in excess of $500,000. The Recipient also should be mindful of the requirement in Section 39, Disputes, that the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located, of significant current or prospective legal matters that may affect the Federal Government.

Section 17. Patent Rights.

(a) *General*. The Recipient agrees that:

(1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery;

(2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement; or

(3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Recipient will notify FTA immediately and provide a detailed report satisfactory to FTA.

(b) *Federal Rights*. The Recipient agrees that:

(1) Its rights and responsibilities and each Third Party Participant's rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and

(2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(c) *License Fees and Royalties*. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

Section 18. Rights in Data and Copyrights.

(a) *Definition of "Subject Data."* As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Underlying Agreement. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.

(b) *General Federal Restrictions*. The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:

(1) *Prohibitions*. The Recipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.

(2) *Exceptions*. The prohibitions do not apply to publications or reproductions for the Recipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.

(c) *Federal Rights in Data and Copyrights*. The Recipient agrees that:

(1) *General*. It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and

(2) *U.S. DOT Public Access Plan – Copyright License*. The Recipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Recipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.

(d) *Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs*. In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Recipient and its Third Party Participants. Therefore, the Recipient agrees that:

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(1) *Publicly Available Report*. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.

(2) *Other Reports*. It must provide other reports related to the Award that FTA may request.

(3) *Availability of Subject Data*. FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.

(4) *Identification of Information*. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.

(5) *Incomplete*. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes subject data and must be delivered as the Federal Government may direct.

(6) *Exception*. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient's use, and acquired with FTA capital program assistance.

(e) *License Fees and Royalties*. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with federal applicable requirements.

(f) *Hold Harmless*. Upon request by the Federal Government, the Recipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless the Federal Government against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.

(g) *Restrictions on Access to Patent Rights*. Nothing in this section of this Master Agreement pertaining to rights in data either implies a license to the Federal

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

(h) *Data Developed Without Federal Assistance or Support*. The Recipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Recipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."

(i) *Requirements to Release Data*. The Recipient understands and agrees that the Federal Government may be required to release data and information that the Recipient submits to the Federal Government as required under:

(1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552;

(2) The U.S. DOT Common Rules;

(3) The U.S. DOT Public Access Plan, which provides that the Recipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at http://ntl.bts.gov/publicaccess/howtocomply.html; or

(4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

Section 19. Use of Real Property, Equipment, and Supplies.

(a) *Federal Interest*. The Recipient agrees that the Federal Government retains a federal interest in all real property, equipment, and supplies acquired or improved for use in connection with a Project (Project property) until, and to the extent that, the Federal Government removes its federal interest.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(b) *FTA Requirements and Guidance for Use of Project Property*. The Recipient agrees that:

(1) *Satisfactory Continuing Control*. It will maintain continuing control of the use of its Project property as satisfactory to FTA, which is defined as the legal assurance that Project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

(2) *Appropriate Use*. It will use its Project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its Project property, which may extend beyond the duration of the Award, and consistent with other requirements FTA may impose.

(3) *Delay or Failure to Use Project Property*. The Federal Government may require it to return the entire amount of federal assistance spent on its Project property if, during the useful life of its Project property, it has unreasonably delayed using its Project property, or failed to use its Project property.

(4) *Notification*. It will notify FTA immediately when it uses any of its Project property in a manner substantially different from the representations in its Application or other documents submitted in support of the Award, or the requirements of the accompanying Underlying Agreement, or it withdraws any of its Project property from appropriate use.

(5) *FTA Guidance*. It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.

(c) *General Federal Requirements*. The Recipient agrees to comply with the applicable U.S. DOT property management provisions as provided in the U.S. DOT Common Rules and this Master Agreement. The Recipient also agrees to follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in this Master Agreement and FTA guidance.

(d) *Maintenance*. As provided in federal laws, regulations, requirements, and guidance, the Recipient agrees to maintain its Project property in good operating order, and comply with FTA regulations, "Transit Asset Management" and "National Transit Database," 49 CFR Parts 625 and 630.

(e) *Property Records*. The Recipient agrees to keep satisfactory records of its use of its Project property, and, upon request, it will provide FTA the necessary information required to assure compliance with this Master Agreement.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(f) *Incidental Use*.

(1) The Recipient agrees that any incidental use of Project property will not exceed what is permitted under applicable federal requirements and federal guidance.

(2) As provided in 49 U.S.C. § 5323(p), it may permit nontransit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if:

(i) The incidental use does not interfere with public transportation operations or violate the provisions of the Underlying Agreement and any Amendments thereto;

(ii) It fully recaptures all the costs related to the incidental use from any nontransit public entity or private entity that uses the alternative fueling facilities or equipment;

(iii) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and

(iv) Private entities pay all applicable excise taxes on fuel.

(g) *Reasonable Access for Private Intercity or Charter Transportation Operators*. The Recipient agrees to comply with 49 U.S.C. § 5323(r), and may not deny reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes. In determining reasonable access, capacity requirements of the Recipient and the extent to which access would be detrimental to existing public transportation services must be considered.

(h) *Encumbrance of Project Property*. Absent the express consent of the Federal Government in writing, the Recipient agrees to preserve the federal interest in its Project property, and to maintain satisfactory continuing control of its Project property as follows:

(1) *Written Transactions*. The Recipient agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property including, but not limited to, lease, transfer of title, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

commitment that may apply to the Project property. Upon request, the Recipient will provide a copy of any document described above to FTA.

(2) *Oral Transactions*. The Recipient agrees it will not obligate itself in any way through an oral statement to any third party with respect to its Project property that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.

(3) *Other Actions*. The Recipient agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.

(i) *Useful Life of Project Property*. The Recipient agrees that:

(1) *Determining the Useful Life*. FTA may establish the useful life of Project property;

(2) *Required Use*. It will use its Project property continuously and appropriately throughout the useful life of that property;

(3) *Expired Useful Life*. When the useful life of its Project property has expired, it will comply with FTA's disposition requirements; and

(4) *Premature Withdrawal*. The Federal Government retains a federal interest in the fair market value of Project property or remaining useful life in Project property calculated based on straight line depreciation (including Project equipment acquired by a state). Therefore, if the Recipient withdraws that property from public transportation use prematurely, it will notify FTA immediately when any of its Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

(i) *Amount of Federal Interest*. The federal interest in the Recipient's or any of its Subrecipients' Project property will be determined based on the ratio of the federal assistance provided for that property to the actual cost of that property.

(ii) *Financial Commitments to the Federal Government*. Except as otherwise approved in writing by the Federal Government, the Recipient agrees that if its Project property is prematurely withdrawn from appropriate use:

(A) It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government; or

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(B) With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.

(j) *Calculating the Value of Prematurely Withdrawn Project Property*. The Recipient agrees that the fair market value of Project property prematurely withdrawn from use in support of the Award (including the fair market value of project equipment acquired or improved by a state) will be calculated as follows:

(1) *Equipment and Supplies*. The fair market value of project equipment or supplies will be calculated by straight-line depreciation, based on the useful life of that equipment or supplies as established or approved by FTA. The fair market value of the Project equipment and supplies withdrawn from proper use will be based on the value of that property immediately before it was withdrawn from appropriate use irrespective of whether the Project property was withdrawn from use due to fire, casualty, or natural disaster, and irrespective of the extent of insurance coverage.

(2) *Real Property*. The Recipient agrees that the fair market value of Project real property shall be determined by:

(i) Competent appraisal based on an appropriate date as approved by FTA, consistent with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 CFR Part 24;

(ii) Straight line depreciation of improvements to the Project real property coupled with the value of the land determined by FTA based on appraisal; or

(iii) Other applicable federal laws, regulations, and requirements.

(3) *Exceptional Circumstances*. The Recipient agrees that the Federal Government may require another method of valuation to be used to determine the fair market value of Project real property withdrawn from service. In unusual circumstances, the Recipient may request permission to use another reasonable valuation method including, but not limited to accelerated depreciation, comparable sales, or established market values.

(k) *Insurance Proceeds*. The Recipient agrees to use any insurance proceeds it receives for Project property that has been damaged or destroyed (including insurance proceeds for Project equipment acquired or improved by a state) as follows:

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(1) *Replacement*. It may apply those insurance proceeds to the cost of replacing that damaged or destroyed property;

(2) *Another Purpose*. It may use those insurance proceeds for another authorized purpose, provided that it has obtained FTA's consent in writing; or

(3) *Return to the Federal Government*. It may return to the Federal Government an amount equal to the amount of the remaining federal interest in that property that has been damaged or destroyed.

(l) *Misused or Damaged Project Property*. If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property that has been damaged to its original condition, or refund the value of the federal interest in its Project property (including the remaining federal interest in Project equipment acquired by a state), as the Federal Government may require.

(m) *Disposition of Project Property*. The Recipient agrees that disposition of its Project property may be made as provided in FTA's enabling legislation, 49 U.S.C. § 5334(h), U.S. DOT Common Rules, and the most recent edition of FTA Circular 5010.1, to the extent consistent with applicable federal laws, regulations, requirements, and guidance. The Recipient understands and agrees that under certain circumstances, the Recipient must obtain disposition instructions from FTA before disposing of Project property, including real property, equipment including rolling stock, and supplies. Disposition performed under any authority is subject to 49 U.S.C. § 5334(h)(4)(B) ("Reimbursement").

(n) *Responsibilities After Closeout*. The Recipient agrees that closeout of the Award will not change the Recipient's property management responsibilities for its Project property as provided in federal laws, regulations, requirements, and guidance effective now or at a later date, and this section of this Master Agreement.

Section 20. Transit Asset Management.

(a) *Transit Asset Management Plan*. The Recipient agrees to develop a Transit Asset Management Plan that complies with federal transit laws, specifically 49 U.S.C. § 5326, FTA regulations, "Transit Asset Management," 49 CFR Part 625, and "National Transit Database," 49 CFR Part 630, and other applicable federal laws, regulations, and requirements.

(b) *When Compliance is Required*. The Recipient agrees to, and assures that each Third Party Participant will, comply with FTA regulations, "Transit Asset Management; National Transit Database," 49 CFR Parts 625 and 630, and follow applicable federal guidance.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

Section 21. Insurance.

(a) *Flood Insurance*. The Recipient agrees and assures that its Third Party Participants will agree to comply with flood insurance laws and guidance as follows:

(1) It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.

(2) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.

(3) It will follow FTA guidance, except to the extent FTA determines otherwise in writing.

(b) *Other Insurance Requirements*. It will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

Section 22. Relocation and Real Property.

(a) *Relocation Protections*. Irrespective of whether federal assistance is used to pay relocation costs required under federal laws, regulations, or requirements, the Recipient agrees to:

(1) Provide fair and equitable treatment to displaced individuals and businesses that must be relocated as a result of any Project for which the FTA has provided federal assistance; and

(2) Comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601, et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR Part 24.

(b) *Nondiscrimination in Housing*. The Recipient agrees that when it must provide housing for individuals as a result of relocation, it will comply with Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act), 42 U.S.C. § 3601, et seq., and facilitate and follow Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing,"

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

January 17, 1994, 42 U.S.C. § 3608 note, (59 Fed. Reg. 2939), except as the Federal Government determines otherwise in writing.

(c) *Prohibition Against the Use of Lead-Based Paint*. The Recipient agrees that if it constructs or rehabilitates residential structures on behalf of individuals displaced by its any Project, it will not use lead-based paint, and it will comply with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning Prevention in Certain Residential Structures," 24 CFR Part 35.

(d) *Real Property Acquisition Protections*. Irrespective of whether federal assistance is used to pay real property acquisition costs required to implement the Award, the Recipient agrees to provide fair and equitable treatment to owners of real property or interests in real property that must be acquired as a result of any Project, and comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601, et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 CFR Part 24.

(e) *Covenant Against Discrimination*. The Recipient agrees to include a covenant in the title of the real property acquired for use in any Project that assures nondiscrimination during the useful life of that real property.

(f) *Recording the Title to Real Property*. The Recipient agrees to record the federal interest in the title to real property used in connection with any Project if FTA so requires.

(g) *FTA Approval of Changes in Real Property Ownership*. Unless it receives permission or instructions from FTA, the Recipient agrees that it will not dispose of, modify the use of, or change the title to real property used in any Project, or any other interests in the site and facilities used in any Project.

Section 23. Construction.

(a) *Construction Plans and Specifications*. The Recipient agrees to comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.

(b) *Seismic Safety*. The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, "Seismic Safety," 49 CFR Part 41, specifically, 49 C.F.R. § 41.117.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(c) *Supervision of Construction*. The Recipient agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.

(d) *Construction Reports*. For any Project or related activities involving construction, the Recipient agrees to provide progress reports and other relevant information or data, as required by FTA or the state in which construction takes place.

(e) *Major Capital Investment Projects*. If the Recipient's Project involves a Major Federal Project, it agrees to comply with all applicable federal regulations, including FTA regulations, "Major Capital Investment Projects,"49 CFR Part 611, and "Project Management Oversight," 49 CFR Part 633, to the extent that they are consistent with applicable federal legislation, regulations, and requirements, and follow all applicable federal guidance.

Section 24. Employee Protections.

(a) *Awards Involving Construction*. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:

(1) Prevailing Wage Requirements of:

(i) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");

(ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and

(iii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(2) Wage and Hour Requirements of:

(i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and

(ii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(3) "Anti-Kickback" Prohibitions of:

(i) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;

(ii) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and

(iii) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3.

(4) Construction Site Safety of:

(i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and

(ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

(b) *Awards Not Involving Construction*. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(c) *Awards Involving Commerce*. The Recipient agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(d) *Public Transportation Employee Protective Arrangements*. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

(1) *U.S. DOL Certification*. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.

(2) *Special Warranty*. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.

(3) *Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310*. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 25. Early Systems Work Agreement.

(a) *Statutory Requirements*. If FTA enters into an Early System Work Agreement (ESWA) with the Recipient to advance the implementation of the Recipient's Capital

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

Project, the Recipient agrees that the provisions of 49 U.S.C. § 5309(k)(3) will apply to that ESWA, the Recipient, and FTA.

(b) *ESWA Provisions*. Except to the extent that the Federal Government determines otherwise in writing, the Recipient understands and agrees that the following provisions apply to its ESWA, unless the ESWA contains specific requirements to the contrary:

(1) *Recipient Representations*. In view of the standards and commitments imposed on the Recipient by 49 U.S.C. § 5309(k)(3), the Recipient has provided sufficient representations and information to FTA so that FTA has reason to believe the following:

(i) FTA and the Recipient will enter into a Full Funding Grant Agreement for the Project; and

(ii) The terms of the ESWA will promote the ultimate completion of the Project more rapidly and at less cost.

(2) *FTA Commitments*. By entering into an ESWA with the Recipient, FTA has agreed to provide for reimbursement of the preliminary costs of carrying out the Project, including:

(i) Land acquisition;

(ii) Timely procurement of system elements for which the specifications are decided; and

(iii) Other activities that FTA decides are appropriate to make efficient, long-term Project management easier.

(3) *Time Period of the ESWA*. FTA reserves the right to determine the period of time in which the ESWA will remain in effect, even if that period extends beyond the time of the authorization of federal funding that will support the Project costs covered by the ESWA.

(4) *Interest and Other Financing Costs*. Interest and other financing costs of carrying out the ESWA efficiently and within a reasonable time are eligible ESWA costs, provided that:

(i) The interest and financing costs claimed do not exceed the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing;

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(ii) The Recipient has certified that it will show reasonable diligence in seeking the most favorable financing terms; and

(iii) The Recipient is able to show reasonable diligence in seeking the most favorable financing terms to support this ESWA.

(5) *Contingent Commitment*. In providing funding for the ESWA:

(i) In its discretion, FTA may include a commitment, contingent on amounts made available under a later-enacted law, to obligate an additional amount from future available budget authority to support the costs of the Recipient's ESWA; and

(ii) If FTA does make a commitment to provide funding contingent on future amounts to be specified in law, that commitment is not an obligation of the Federal Government.

(6) *Failure to Carry Out the Project*. If, for reasons within its control, the Recipient does not carry out the Project for which its ESWA was made available by FTA, the Recipient must:

(i) Repay all Federal Grant funds awarded under the ESWA from all Federal funding sources for all Project activities, facilities, and equipment; and

(ii) Pay reasonable interest and penalty charges:

(A) As established by FTA before or after FTA provided funding for the ESWA; or

(B) Allowable under law.

Section 26. Environmental Protections.

(a) *General*. The Recipient agrees to, and assures that its Third Party Participants will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

(b) *National Environmental Policy Act*. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Recipient agrees to, and assures that its Third Party Participants will:

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:

(i) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;

(ii) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;

(iii) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;

(iv) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and

(v) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

(2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:

(i) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013;

(ii) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and

(iii) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

(c) *Environmental Justice*. The Recipient agrees to, and assures that its Third Party Participants will, promote environmental justice by following:

(1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(2) U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and

(3) The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(d) *Other Environmental Federal Laws*. The Recipient agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

(e) *Corridor Preservation*. The Recipient agrees that:

(1) It will not develop any right-of-way acquired under 49 U.S.C. § 5323(q) in anticipation of implementing its Award until all required environmental reviews for each Project or related activities have been completed; and

(2) It will follow FTA Final Guidance on the Application of 49 U.S.C § 5323(q) to Corridor Preservation for a Transit Project, October 27, 2014.

(f) *Use of Certain Public Lands*. The Recipient agrees to comply, and assures that its Third Party Participants will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

(g) *Historic Preservation*. The Recipient agrees to, and assures that its Third Party Participants will:

(1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.

(3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.

(4) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.

(5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

(h) *Indian Sacred Sites*. The Recipient agrees to, and assures that its Third Party Participants will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

(i) *Mitigation of Adverse Environmental Effects*.

(1) The Recipient agrees to comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in its finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.

(2) The Recipient agrees that:

(i) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto;

(ii) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached; and

(iii) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(j) *Energy Conservation*. The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

Section 27. State Management and Monitoring Systems.

The Recipient agrees to comply with joint FHWA and FTA regulations, "Management and Monitoring Systems," 23 CFR Part 500, and FTA regulations, "Transportation Infrastructure Management," 49 CFR Part 614.

Section 28. Charter Service.

(a) *Prohibitions*. The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, "Charter Service," 49 CFR Part 604, any other federal Charter Service regulations, federal requirements, or federal guidance.

(b) *Exceptions*. Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only; and

(2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for FTA program purposes only.

(c) *Violations*. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 CFR Part 604, appendix D, or barring it or the

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 29. School Bus Operations.

(a) *Prohibitions*. The Recipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 CFR Part 605, and any other applicable federal "School Bus Operations" laws, regulations, requirements, or applicable federal guidance.

(b) *Violations*. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

Section 30. Geographic Information and Related Spatial Data.

The Recipient agrees that each Project or related activity that implements the Award will conform to the Federal Geographic Data Committee's National Spatial Data Infrastructure if the Project or related activity directly or indirectly involves spatial data, or geographic information systems, and it will follow U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. OMB Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.

Section 31. Federal "$1 Coin" Requirements.

The Recipient agrees to comply with section 104 of the Presidential $1 Coin Act of 2005, 31 U.S.C. § 5112(p), its equipment and facilities will be fully capable of accepting and dispensing $1 coins when coins or currency are required to use that equipment or those facilities, and it will display signs and notices of the $1 coin capability of its equipment and facilities on its premises, including vending machines, where coins or currency are used.

Section 32. Public Transportation Safety.

The Recipient agrees to comply with applicable federal laws, regulations, and requirements and follow applicable guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329.

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

Section 33. Motor Carrier Safety.

(a) *Financial Responsibility*. The Recipient agrees to comply and assures that its Third Party Participants will comply with the economic and insurance registration requirements of the:

(1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 CFR Part 387, if it is engaged in operations requiring compliance with 49 CFR Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone; and

(2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR Part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

(b) *U.S. FMCSA Requirements*. The Recipient agrees to comply and assures that its Third Party Participants will comply with:

(1) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 CFR Parts 390 – 397, to the extent applicable; and

(2) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 CFR Part 383, and "State Compliance with Commercial Driver's License," 49 CFR Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382, and implementing federal guidance, to the extent applicable.

Section 34. Safe Operation of Motor Vehicles.

(a) *Seat Belt Use*. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

(b) *Distracted Driving, Including Text Messaging While Driving*. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) *Safety*. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) *Recipient Size*. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) *Extension of Provision*. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Section 35. Substance Abuse.

(a) *Drug-Free Workplace*. The Recipient agrees to:

(1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.;

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

(2) Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and

(3) Follow and facilitate compliance with 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.

(b) *Alcohol Misuse and Prohibited Drug Use*.

(1) *Requirements*. The Recipient agrees to comply and assures that its Third Party Participants will comply with:

(i) Federal transit laws, specifically 49 U.S.C. § 5331;

(ii) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and

(iii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.

(2) *Remedies for Non-Compliance*. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Section 36. Protection of Sensitive Security and Other Sensitive Information.

The Recipient agrees to comply with the following requirements for the protection of sensitive security information:

(a) The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15;

(b) The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520;

(c) U.S. DOT Common Rules, which require the Recipient to implement, and to require its Subrecipients, if any, to implement reasonable measures to safeguard protected

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive; and

(d) National Archives and Records Administration regulations, "Controlled Unclassified Information," 32 CFR Part 2002.

Section 37. Special Notification Requirements for States.

(a) *Types of Information*. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

(b) *Documents*. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Section 38. Freedom of Information.

(a) *Applicability*. The Recipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

(b) *Records*. The Recipient agrees that all records it submits to FTA will become federal agency records and may be subject to release in response to a FOIA request unless FTA in its sole discretion determines that a valid exemption under FOIA or another statute applies. Unless FTA explicitly states otherwise in writing, FTA does not make any assurance that it will keep private any records submitted to FTA.

(c) *Confidentiality*. President Obama's "Memorandum for the Heads of Executive Departments and Agencies on the Freedom of Information Act," dated January 21, 2009, directs federal agencies to adopt a presumption that information should generally be disclosed when requested, and therefore the Recipient agrees that:

(1) Unless a federal law or regulation requires that a document or other information be withheld, FTA does not consent to withhold information,

Attachment: Print_EXHIBIT A_FTA-Master-Agreement-v31-05-02-2024 (11624 : Agreement No. 25-1003246 FTA Sub-Recipient Agreement with

irrespective of its format, merely because it is accompanied by a "routine" confidentiality statement that may appear on:

(i) Information about the Award, the accompanying Underlying Agreement, and any Amendments thereto;

(ii) Information accompanying or supplementing the Award, the accompanying Underlying Agreement, and any Amendments thereto; or

(iii) Any other information FTA may obtain.

(2) As provided in federal laws, regulations, requirements, and guidance, FTA will review the information and documents that are the subject of each FOIA request to determine the extent to which FTA must or should exercise its discretion to withhold that information or those documents.

(3) Any genuinely confidential, privileged, or sensitive security information will be marked clearly and specifically as confidential or privileged, and justified as confidential or privileged under FOIA standards. The Recipient will mark all sensitive security information (SSI), as defined by 49 C.F.R. § 15.5, as set forth in 49 C.F.R. § 1520.13. The Recipient will not mark non-SSI material as SSI. Also refer to Section 36 of this Agreement, regarding the protection of SSI and other sensitive information.

Section 39. Disputes, Breaches, Defaults, and Litigation.

(a) *FTA Interest*. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) *Notification to FTA; Flow Down Requirement*. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal

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Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) *Additional Notice to U.S. DOT Inspector General*. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(c) *Federal Interest in Recovery*. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

(d) *Enforcement*. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

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Section 40. Amendments to the Underlying Agreement.

(a) *When Required*. An Amendment to the Underlying Agreement is required under the following circumstances:

(1) A change in the scope of work or an addition of federal assistance to an existing Award (regardless of whether the source of assistance is the same or different);

(2) A change to the scope of work that necessitates a change in the distribution of federal assistance across scope codes or activities; or

(3) The Award includes multiple sources of financial assistance and the action requires the addition of a new Scope to a Project.

(b) *Process*. An amendment to the Underlying Agreement must be submitted and approved in TrAMS, and must meet the same application requirements as would apply to a request for a new Award.

Section 41. FTA's Transit Award Management System (TrAMS).

The Recipient agrees to submit its application for an Award, reports, documents, or other information required by federal law, regulations, or requirements, through FTA's Transit Award Management System (TrAMS). To submit its application, reports, documents, or information required to FTA, any signature submitted for use in TrAMS must comply with the requirements of the Electronic Signatures in Global and National Commerce Act (E-Sign Act), 15 U.S.C. §§ 7001, et seq.

Section 42. Information Obtained through Internet Links.

Although this Master Agreement may include electronic links to federal laws, regulations, requirements, and guidance, FTA does not guarantee the accuracy of the information that may accessed through such links. Accordingly, the Recipient understands and agrees that any information obtained through any electronic link within this Master Agreement does not represent an official version of a federal law, regulation, or requirement, and might be inaccurate. Therefore, any information that is obtained through such links is neither incorporated by reference nor made part of this Master Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

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Section 43. Severability.

The Recipient agrees that if any provision of the Underlying Agreement or any Amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

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SPECIAL PROVISIONS FOR SPECIFIC PROGRAMS

Section 44. Special Provisions for All Public Transportation Innovation, Technical Assistance or Workforce Development Programs.

(a) *Applicability*. The Recipient understands and agrees that this section of the Master Agreement applies to the following programs to which FTA provides federal assistance, including the following programs:

(1) Programs authorized under 49 U.S.C. § 5312, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;

(2) Programs authorized under former 49 U.S.C. § 5313, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;

(3) Programs authorized under 49 U.S.C. § 5314, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;

(4) Programs authorized by the repealed section 3045 of SAFETEA-LU;

(5) Programs authorized by the repealed section 3046 of SAFETEA-LU; and

(6) Other similar Programs for which FTA awards federal assistance under 49 U.S.C. §§ 5312 or 5314, as amended, or other similar research-type or technical assistance authorizing legislation.

(b) *Provisions for Underlying Agreements for Public Transportation Innovation or Technical Assistance and Workforce Development Awards*. The Recipient agrees that the following provisions will apply to the Underlying Agreement for a Public Transportation Innovation or Technical Assistance and Workforce Development Project or related activities:

(1) *Report*. The Recipient agrees that in addition to any other Report FTA may require, the Recipient will prepare and submit to FTA a Report of each Project and related activities that describes the subject (or subjects) investigated, the methods used, the results, and the conclusions reached, is satisfactory, sufficiently organized, well-written, and comprehensive.

(2) *Disclaimer*. The Report must contain the following disclaimer: "This document is disseminated under the sponsorship of the United States Department of Transportation, Federal Transit Administration, in the interest

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of information exchange. The United States government assumes no liability for the contents or use thereof. The United States government does not endorse products or manufacturers. Trade or manufacturers' names appear herein solely because they are considered essential to the contents of the report."

(3) *Format*. The Report must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194, and the specific publication elements and report style guide at http://www.fta.dot.gov/research/program_requirements. The Report must identify clearly and precisely any specific information or data that is confidential, privileged, or proprietary and is contained within any report or document.

(4) *Publication*. Except for confidential, privileged, or proprietary information in the Report, FTA may publish the Report, and make it available for publication on the Internet or in any other venue.

(5) *Identification of Federal Assistance*. The Recipient agrees that:

(i) It will display information on any product developed with federal assistance for 49 U.S.C. § 5312 for which the U.S. Department of Transportation, Federal Transit Administration provided federal assistance to support the development of the product that is tangible and is produced from, or is a result of, a Project, is a deliverable, and visible to the public, or is or will be made available to other research organizations, or public transportation providers, and consists of equipment, a prototype, hardware, construction, reports, data, software, internet pages, or any similar item.

(ii) The information required will be given using an appropriate sign, designation, or notice.

(c) *Special Disposition Provision*. In addition to other disposition provisions, FTA may vest title in tangible personal property used in the conduct of basic or applied scientific research in a nonprofit institution of higher education or in a nonprofit organization whose primary purpose is conducting scientific research, provided the requirements of 31 U.S.C. § 6306 are met.

(d) *Protection of Human Subjects*. The Recipient agrees to comply with the protections for human subjects involved in a Project or related activities supported with federal assistance through the Underlying Agreement, as required by the National Research

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Act, as amended, 42 U.S.C. § 289, et seq., and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR Part 11.

(e) *Protection of Animals*. The Recipient agrees to comply with the protections for animals involved in a Project or related activities, as required by the Animal Welfare Act, as amended, 7 U.S.C. § 2131, et seq., and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR Parts 1, 2, 3, and 4.

(f) *Export Control*. The Recipient understands and agrees that before exporting any information that is subject to federal export requirements, it must first obtain the necessary federal license(s), and comply with the federal export control regulations of the U.S. Department of Commerce, Bureau of Industry and Security, "Export Administration Regulations," specifically, 15 CFR Parts 730, et seq., U.S. Department of State, U.S. Department of the Treasury, and U.S. Department of Defense.

Section 45. Special Provisions for the State Safety Oversight Grant Program.

In administering any State Safety Oversight Grant Program Award under 49 U.S.C. § 5329(e)(6), the Recipient agrees to comply with 49 U.S.C. § 5329(e)(6).

Section 46. Special Provisions for the State Infrastructure Bank (SIB) Program.

(a) *Federal Laws, Regulations, Requirements, and Guidance*. The State, as the Recipient, agrees to administer its Underlying Agreement to support its SIB consistent with federal laws, regulations, requirements, and guidance, including, but not limited to:

(1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. § 610, to the extent required under the FAST Act, and other applicable federal legislation;

(2) Federal transit laws, specifically 49 U.S.C. § 5323(o), which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for Underlying Agreements to which MAP-21 and the FAST Act apply;

(3) Section 350 of the National Highway System Designation Act of 1995, as amended, (NHS Act), 23 U.S.C. § 101 note, to the extent this section has not been superseded by 23 U.S.C. § 610;

(4) Any federal law enacted or federal regulation or requirements promulgated at a later date applicable to the Underlying Agreement;

(5) All other applicable federal guidance that may be issued;

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(6) The terms and conditions of any U.S. DOL certification(s) of employee protective arrangements;

(7) The SIB Cooperative Agreement establishing the SIB in the state, signed by the Executive Director of the Build America Bureau, the Federal Transit Administrator, authorized state official(s) or their authorized designees, and if applicable, the administrator (or designee) for any other federal modal agency that the State wishes to include in its SIB; and

(8) The FTA Grant Agreement providing federal assistance for the Underlying Agreement in support of its SIB, except that any provision of this Master Agreement that would otherwise apply to a SIB Project does not apply to the Underlying Agreement if it conflicts with any other federal law or regulation applicable to a SIB, federal SIB Guidelines, the SIB Cooperative Agreement, or the Underlying Agreement, but the conflicting provision of this Master Agreement will prevail, however, if FTA expressly determines so in writing.

(b) *Limitations on Accessing Federal Assistance in the Transit Account*. The Recipient understands that the total amount of federal assistance awarded under the Grant Agreement to be supported with SIB deposits may not be available for immediate withdrawal. The State and the Recipient agree to restrict the amount of federal assistance it withdraws from its SIB to an amount not exceeding the limits specified in its Grant Agreement in support of the SIB or the Award Budget for that Grant Agreement.

Section 47. Special Provisions for the TIFIA and RRIF Programs.

(a) *Federal Laws, Regulations, Requirements, and Guidance*. The Recipient agrees to administer any Underlying Agreement for TIFIA or RRIF credit assistance as required by and in accordance with the terms of the Underlying Agreement.

(b) *Default*. The Recipient agrees that FTA may declare the Recipient in violation of this Master Agreement if there has been an Event of Default according to an Underlying Agreement for TIFIA or RRIF assistance, and that Event of Default is not cured within 90 days.

(c) *Order of Precedence*. Any provision of this Master Agreement that is applicable to the Recipient's Underlying Agreement for TIFIA or RRIF assistance but that conflicts with the laws, regulations, and requirements applicable to the Recipient's Underlying Agreement for TIFIA or RRIF assistance, will not apply to the Recipient's TIFIA or RRIF Loan, Loan Guarantee, Line of Credit, or Master Credit Agreement, unless FTA determines otherwise in writing.

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Section 48. Special Provisions for the Joint FTA–FRA Program.

(a) *General Legal Requirements*. When both FTA and the U.S. Federal Railroad Administration (FRA) make federal assistance available for the same Underlying Agreement, the Recipient understands and agrees to administer the Underlying Agreement to achieve maximum compliance with FTA's statutory and regulatory requirements, FRA's statutory and regulatory requirements, and other federal statutory requirements.

(b) Disadvantaged Business Enterprises.

(1) The Recipient acknowledges and understands that the statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA, including Section 1101(b) of the FAST Act (23 U.S.C. § 101 note) and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, both of which apply to FTA, but not to FRA.

(2) FRA is not authorized to use FTA's DBE regulations, and consequently the Recipient agrees to comply with the statutory and regulatory DBE provisions that apply to federal assistance provided by FTA when using that federal assistance for purchases.

(3) The Recipient agrees to use the "contracting with small and minority firms, women's business enterprise" provisions of the applicable U.S. DOT Common Rules.

(c) *Buy America*. The Recipient agrees that statutory and regulatory Buy America provisions that apply to federal assistance authorized for FTA differ from those that apply to federal assistance authorized for FRA. Therefore, the Recipient agrees that:

(1) It must comply with FTA's statutory and regulatory Buy America provisions to the extent that the purchases are for a Project or related activities that implement the Underlying Agreement;

(2) It must comply with FRA's statutory and regulatory Buy America provisions, section 301(a) of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), Pub L. 110-432, October 16, 2008, and 49 U.S.C. § 24405(a), to the extent that the purchases are required to comply with FRA Buy America requirements; and

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(3) If it uses federal assistance authorized for FTA and for FRA to finance a purchase, the Recipient agrees to comply with both FTA's and FRA's requirements.

(d) *Force Account – Procurement*. The Recipient agrees that FTA deems section 16(j) of this Master Agreement to be satisfied for work that is performed by the railroad's force account employees if a Project or related activities are being conducted on the property of a railroad, and under the railroad's collective bargaining agreements with its employees, certain work to be performed for the Recipient must be performed by force account employees.

(e) *Procurement of Rolling Stock*. The Recipient agrees that if FRA requires the Recipient to acquire any rolling stock for the Underlying Agreement from the Next Generation Corridor Equipment Pool Committee that has been established under section 305 of PRIIA, FTA deems section 15 of this Master Agreement to be satisfied.

(f) *Use of Real Property, Equipment, and Supplies*. The Recipient agrees that application of section 19 of this Master Agreement is reserved.

(g) *Davis-Bacon*. The Recipient agrees that, as provided in 49 U.S.C. § 24312, wages paid to railroad employees at rates provided in a collective bargaining agreement negotiated under the Railway Labor Act, 45 U.S.C. § 151, et seq., are deemed to comply with the requirements of the Davis-Bacon Act, 40 U.S.C. § 3141, et seq., and satisfy section 24 of this Master Agreement.

(h) *Employee Protective Arrangements*. The Recipient agrees to pass down to a railroad employee subject to the Railway Labor Act, 45 U.S.C. § 151, et seq., protective arrangements as provided in a special Attachment to FTA's Grant Agreement or Cooperative Agreement with the Recipient, and not pass down employee protective arrangements as provided in section 24 of this Master Agreement.

(i) *Motor Carrier Safety*. The Recipient agrees that railroad signal employees and their employers must comply with the hours of service requirements of 49 U.S.C. § 21104, see 49 U.S.C. § 21104(e), and FRA's hours of service regulation, specifically 49 CFR Part 228, and that section 33 of this Master Agreement does not apply to railroad signal employees concerning hours of service.

(j) *Railroad Safety*. The Recipient agrees that a railroad subject to FRA's safety jurisdiction must comply with the federal railroad safety laws.

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APPENDIX A
TRIBAL TRANSIT PROGRAM—APPLICABLE PROVISIONS

FTA recognizes that several provisions of this Master Agreement generally applicable to other programs do not apply to the Tribal Transit Programs or the Indian Tribes that are the Direct Recipients of federal assistance under those Programs. The following sections of this Master Agreement are not applicable to the Tribal Transit Programs:

Section 14(a)(1) and 14(b) – Private Enterprise

Section 22(e) – Relocation and Real Property

Section 27 – State Management and Monitoring Systems

Section 30 – Geographic Information and Related Spatial Data

Section 37 – Special Notification Requirement for States

However, this list is not intended to be comprehensive and FTA may determine that other provisions are not applicable depending upon the Underlying Agreement for the Tribal Transit or a Tribe having entered into a compact and funding agreement with the U.S. Department of Transportation pursuant to the Tribal Transportation Self-Governance Program (23 U.S.C. 207; 49 CFR Part 29).

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Minute Action

AGENDA ITEM: 21

Date: June 4, 2025

Subject:
Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow Service and Memorandum of Understanding

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

A. Authorize the Executive Director, or his designee, to finalize negotiations of and execute Memorandum of Understanding No. 25-1003311 with the Southern California Regional Rail Authority (SCRRA), to memorialize the roles and responsibilities of SBCTA and SCRRA during the annual budgeting process for Operations, New Capital, and State of Good Repair funds for Arrow Service, upon approval as to form by SBCTA General Counsel.

B. Approve the SCRRA Preliminary Budget Request for Fiscal Year (FY) 2025/2026 Arrow Service, with a SBCTA annual subsidy totaling $18,453,446, consisting of:

- Operating assistance in the amount of $17,529,446
- State of Good Repair assistance in the amount of $500,000
- New Capital assistance in the amount of $424,000

C. Approve Resolution No. 25-072 to support funding SBCTA's FY 2025/2026 annual subsidy in Recommendation B, totaling $18,453,446, consisting of:

- $12,924,446 of Measure I Valley Rail Funds
- $3,227,000 of Congestion Mitigation and Air Quality Improvement Program Funds
- $2,302,000 of Senate Bill 125 Transit and Intercity Rail Capital Program Funds

D. Approve funding and allocate $301,498 to support students' ride-free partnership with colleges accessible to/from Arrow Service for FY 2025/2026, using Measure I Valley Rail Funds.

Background:
On October 24, 2023, the Southern California Regional Rail Authority (SCRRA), in partnership with the San Bernardino County Transportation Authority (SBCTA), launched Arrow Service connecting the City of Redlands and surrounding communities to the City of San Bernardino and beyond. Riders traveling west can connect to Metrolink service, Omnitrans, Victor Valley Transit Authority, Mountain Transit, and three Riverside transit agencies at the San Bernardino-Downtown Metrolink Station. Arrow Service is solely funded by SBCTA and runs 24 trips eastbound and westbound, Monday through Friday, which includes one Metrolink round-trip to/from Los Angeles Union Station, and 16 trips eastbound and westbound on weekends.

The first draft of the Preliminary Budget Request (Budget Request) for Fiscal Year (FY) 2025/2026 for Arrow Service was presented to SBCTA staff during a meeting with SCRRA on February 7, 2025. This was followed by five weeks for staff to review the budget, ask questions, and request supporting documentation. Further refined budget information was provided by SCRRA on February 27, 2025 and March 13, 2025. On April 25, 2025, SCRRA staff presented the Budget Request to its Board of Directors (Board) with the recommendation to transmit the Budget Request to SBCTA, which was approved unanimously. SBCTA staff

completed its review and agreed at the staff level to the Preliminary Budget Request, attached hereto as Attachment A. It should be noted that the Budget Request presented is a draft and will not be considered final until formally approved by the SCRRA Board. Any modifications to this draft budget will be noted in the report to the SBCTA Board or brought back to the SBCTA Board at a later date.

There are two key funding sources for the Operating budget: 1) fare revenue from riders and 2) subsidy provided by SBCTA. Although Arrow Service was launched as a new service in 2022, the coronavirus pandemic changed commute and travel patterns, impacting transit ridership and resulting in fewer Arrow riders than what was originally projected. Post-pandemic, teleworking and more flexible work schedules have remained prevalent, resulting in a greater operational subsidy from SBCTA. In response to lasting impacts, SCRRA developed a systemwide Metrolink reimagined vision to address post-pandemic ridership demand and emerging travel patterns to transition from a commuter to a regional rail system. As part of this vision, an optimized schedule was launched on October 21, 2024, that spread service to offer more frequency throughout the day, including efforts to streamline connections at Los Angeles Union Station. The schedule changes specific to Arrow Service removed one round-trip train, shifted service to provide 30-minute trains during peak commute times and hourly service off peak, and reduced transfer times at San Bernardino-Downtown station to an average of 11 minutes, down from 17 minutes.

As ridership trends have improved and continue upward, Arrow's fiscal year ridership through February 2025 is 7% higher than the Fiscal Year 2024/2025 forecast, with students accounting for more than 60% of the ridership and riding free through the Low Carbon Transit Operations Program (LCTOP) Student Adventure Pass program. During this same time frame, Arrow farebox revenue actuals were 83% higher than the revenue budgeted, with the Student Adventure Pass program contributing to approximately 50% of the total revenue. Exhibit 1 below and on the following page shows farebox revenue and fiscal year ridership through February 2025.

Exhibit 1 – Ridership and Revenue through February 2025

Ridership

PERIOD	FORECAST BOARDINGS	ACTUAL BOARDINGS	VARIANCE
JULY-24	11,008	11,201	193
AUGUST-24	11,566	11,173	(393)
SEPTEMBER-24	11,280	12,272	992
FY25 Q1 TOTAL	**33,855**	**34,646**	**791**
OCTOBER-24	11,931	14,871	2,940
NOVEMBER-24	11,243	12,323	1,080
DECEMBER-24	11,000	11,754	754
FY25 YTD Q2 TOTAL	**68,029**	**73,594**	**5,565**
JANUARY-25	12,858	11,672	(1,186)
FEBRUARY-25	11,966	14,078	2,112
Fiscal Year to Date	**92,854**	**99,344**	**6,490**

Student Adventure Pass
Month of January = 7,829
Year-to-Date = 53,211

Revenue

PERIOD	BUDGET REVENUE	ACTUAL REVENUE	VARIANCE
JULY-24	$15,492	$30,484	$14,992
AUGUST-24	$16,279	$29,023	$12,744
SEPTEMBER-24	$15,876	$32,683	$16,807
FY25 YTD Q1 TOTAL	**$47,647**	**$92,190**	**$44,543**
OCTOBER-24	$16,791	$34,194	$17,403
NOVEMBER-24	$15,823	$38,640	$22,817
DECEMBER-24	$15,482	$30,258	$14,776
FY25 YTD Q2 TOTAL	**$95,743**	**$195,282**	**$99,539**
JANUARY-25	$18,097	$21,533	$3,436
FEBRUARY-25	$16,841	$22,378	$5,537
Fiscal Year to Date	**$130,681**	**$239,193**	**$108,512**

Student Adventure Pass

Month of February = $10,153
Year-to-Date = $118,877

The Budget Request for Operations, Capital, and State of Good Repair (SGR) funds for Arrow Service is attached hereto as Attachment A and consists of a budget authority of $18,453,446. The operations subsidy required from SBCTA is $17,529,446, an increase of approximately 1% compared to the adopted Budget for FY 2024/2025, indicating that ridership, revenue, and operational cost forecasts are beginning to be aligned better with actuals. The Capital Program authority totals approximately $924,000 for both New Capital and SGR projects. The SGR program focuses on maintaining equipment and infrastructure that is identified as critical and a high priority to be in a state of good repair. The proposed SGR is tied to one project that requires a SBCTA subsidy of approximately $500,000 for rehabilitation of on-board Positive Train Control (PTC), and is included in Attachment B. The New Capital program, which focuses on facilities, rolling stock, information technology, and business systems requires a SBCTA subsidy of $424,000 for SBCTA's all-share cost of two systemwide projects, including a portable wheel true machine and rotor change-out equipment. These New Capital projects and their description are provided in Attachment C. As SGR and New Capital projects are multi-year in nature, the recommended subsidy amounts would fully fund the projects up front.

The Student Adventure Pass program in both the Metrolink and Arrow Service preliminary budget requests reduces the free fare subsidy for student riders to a 50% discount. SBCTA currently provides LCTOP funding to bus operators in San Bernardino County for free rides for students K-12, and the operators have partnerships with local colleges that allow students to ride free. Staff desires to keep the momentum of student riders utilizing Arrow Service and to support the countywide program initiative, and recommends additional funding be allocated to fund free rides for students as identified in Recommendation D. The program would be coordinated by SCRRA through colleges and universities accessible via Arrow Service, utilizing the Corporate Partnership Program, a previous platform utilized for a pilot program on Arrow before the launch of the Student Adventure Pass program.

Consistent with Memorandum of Understanding (MOU) No. 24-1003060 proposed for Metrolink service, which outlines the annual budget process and roles and responsibilities of

SBCTA and SCRRA to memorialize the annual funding and allocations, staff recommends approval of Recommendation A. MOU No. 25-1003311 will serve as a master agreement for the budgetary process and roles and responsibilities of SBCTA and SCRRA for Arrow Service, and includes indemnity clauses for both SCRRA and SBCTA. Note that SCRRA's operations contracts include indemnity provisions that deviate from SBCTA's typical indemnity provisions. Specifically, there are some operations contracts in which SCRRA indemnifies the operations contractor, which means that such indemnity requirements would go back to SBCTA. Such indemnity provisions are typical for operations contracts.

Staff also recommends approval of the SCRRA Preliminary Budget Request for FY 2025/2026 to support Arrow Service as proposed in Recommendation B, and Resolution No. 25-072 identified in Recommendation C, which outlines the funding and allocations SBCTA is committing to for FY 2025/2026. This resolution will become effective upon the execution of MOU No. 25-1003311.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. SBCTA's annual operating and capital subsidies for Arrow Service are included in the proposed Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Rail funds and Senate Bill 125 Transit and Intercity Rail Capital Program funds in Program 30.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on May 15, 2025. SBCTA General Counsel has reviewed this item, the draft Memorandum of Understanding, and the draft resolution.

Responsible Staff:
Nicole Soto, Multimodal Mobility Programs Administrator

Contract Summary Sheet

General Contract Information

Contract No: 25-1003311 Amendment No.:

Contract Class: Payable Department: Transit

Vendor No.: 02003 Vendor Name: Southern California Regional Rail Authority

Description: Annual Funding Allocations for New Capital, State of Good Repair and Operations of Arrow Service

List Any Related Contract Nos.:

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

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11625

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Sole Source? No N/A

Zero Dollar MOU/COOP/JPA (zero dollar contract) N/A

Accounts Payable

Estimated Start Date: 07/01/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ -	Total Contingency: $ -
GL:										-
GL:										-
GL:										-
GL:										-
GL:										-
GL:										-
GL:										-
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GL:										-
GL:									-	-
GL:									-	-

Nicole Soto
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes:

Attachment: (Include) Arrow MOU CSS (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow Service and MOU)

MEMORANDUM OF UNDERSTANDING NO. 25-1003311

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR

THE ANNUAL FUNDING ALLOCATIONS FOR NEW CAPITAL, STATE OF GOOD REPAIR AND OPERATIONS OF ARROW SERVICE

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This Memorandum of Understanding ("MOU") for the annual funding allocations for new capital, state of good repair, and operations of Arrow service is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (herein after referred to as "SBCTA") and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (herein after referred to as "SCRRA"). SBCTA and SCRRA are sometimes individually referred to as "PARTY", and collectively are referred to as "PARTIES".

RECITALS:

WHEREAS, the SCRRA is a Joint Powers Authority ("JPA") funded by five (5) member agencies, including Los Angeles County Metropolitan Transportation Authority ("LA Metro"), Orange County Transportation Authority ("OCTA"), Riverside County Transportation Commission ("RCTC"), San Bernardino County Transportation Authority ("SBCTA"), and Ventura County Transportation Commission ("VCTC"). Collectively, these agencies are the "Member Agencies," and each is a "Member Agency."

WHEREAS, Arrow service is operated under the existing JPA.

WHEREAS, the SCRRA provides commuter and regional rail service for Arrow through its operation of Metrolink, which operates to, and within, the Counties of Ventura, Los Angeles, Orange, Riverside, San Diego, and San Bernardino. SBCTA funds Arrow service, and, pursuant to the existing cost sharing formulas established by the JPA, contributes to funding of Metrolink rail services benefitting San Bernardino County on the San Bernardino Line ("SBL"), Inland Empire Orange County Line ("IEOC"), and Riverside County Line ("RVL").

WHEREAS, the SCRRA is authorized and directed to oversee, on SBCTA's behalf, the administration of shared use and/or joint facilities agreements between SBCTA (or its predecessors or successors in interest) and any freight rail operators, pursuant to Acknowledgement Agreement No. 22-1002751, dated December 13, 2021.

Attachment: Memorandum of Understanding No. 25-1003311 (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow

Attachment: Memorandum of Understanding No. 25-1003311 (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow

WHEREAS, SBCTA and SCRRA desire to enter into this MOU to define the respective responsibilities of SCRRA, as a sub-recipient of SBCTA federal, state, and local funds, for costs in connection with operations, the new capital and State of Good Repair (SGR) budget, and SCRRA's prior year SGR and new capital costs, sometimes referred to individually and collectively as "BUDGET".

WHEREAS, SCRRA's Operating BUDGET covers train operations, including operating crews, dispatching, equipment maintenance, fuel, non-scheduled rolling stock repairs, operating facilities maintenance, rolling stock lease payments, maintenance of way, security and guard services, public safety programs, passenger relations, existing ticket vending devices ("TVD") maintenance and revenue collection, information technology, marketing and market research, media and external relations, utilities and leases, passenger transfers to other operators, station maintenance, freight rail agreements and general administrative costs that support SCRRA Operations.

WHEREAS, SCRRA is responsible for the provision of all insurance coverage types and limits appropriate for operational and maintenance activities, as well as related legal and claims administration, including but not limited to Liability, Property, Automobile, Workers' Compensation, etc. It is understood that these limits and coverages may change from time to time, the changes of which shall be included in each annual BUDGET cycle.

WHEREAS, SCRRA's ongoing Capital BUDGET includes construction, improvements and State of Good Repair (SGR) work related to track, structure and signals, layover facility work at system maintenance facilities, as well as SBCTA's share of system-wide track, signal, information technology, communications, rolling stock, facilities, rubber tire vehicles, existing TVD and mechanical improvements.

WHEREAS, there is a separate MOU, Contract No. 20-1002367, approved by SBCTA and SCRRA for Arrow Service, that addresses the roles and responsibilities for operation of the multiple units between San Bernardino – Downtown Station and Redlands – University Station.

WHEREAS, in lieu of annual funding agreements for Arrow Service, SBCTA will document each annual BUDGET in a Resolution and provide it annually to SCRRA upon approval by SBCTA's Board of Directors.

NOW, THEREFORE, the PARTIES agree as follows:

I. TERM

a. This MOU is effective upon execution by both Parties and shall remain in effect so long as SBCTA is a member of the JPA and funds the operations of the Arrow service, and shall not terminate prior to the completion of the disbursement of the New Capital, State of Good Repair (SGR) and Operating funds to SCRRA, which are disbursed across multiple annual funding cycles, and the completion of all reports, updates or any other documentation or responsibility of the PARTIES related to the projects in each annual BUDGET. In all events, this MOU shall

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terminate within the time limits set forth in applicable Federal Transit Administration (FTA) procedures and regulations or by express written consent mutually agreed upon by both PARTIES. The terms and conditions set forth herein shall remain in effect unless otherwise modified. The annual subsidies for each BUDGET cycle shall be documented in a Resolution and provided annually upon approval by the SBCTA Board of Directors.

II. OBLIGATIONS AND RESPONSIBILITIES OF SCRRA

a. SCRRA agrees to provide weed abatement, debris removal, track maintenance, graffiti removal, and other related maintenance, at road crossings, as well as routine maintenance, inspection and repairs of track, structures, signal system, grade crossing warning system and communication infrastructure (collectively, "Maintenance of Way Services") within twenty (20) feet from the center line along all operational tracks within the San Gabriel Subdivision for which Arrow operates, and for any future expanded Arrow service on the Shortway Subdivision or any other railroad rights of way which SBCTA may acquire in the future upon which SCRRA is the Operating Railroad, as defined by Title 49, CFR, Part 200-299, upon which passenger rail service is provided to and from San Bernardino County and within the above Subdivisions, including also the Rialto Subdivision, upon which freight rail track rights and appurtenant maintenance obligations exist pursuant to a shared use and/or joint facilities agreement administered by SCRRA on SBCTA's behalf.

b. As the Operating Railroad on behalf of SBCTA, SCRRA agrees to maintain track, signals, and crossing warning systems on the portion(s) of SBCTA-owned railroad rights of way upon which SCRRA operates Arrow service or is otherwise subject to Surface Transportation Board jurisdiction ("ENS Signage and Maintenance Services"). SCRRA will post and maintain Emergency Notification Signs (ENS) at all crossings on the out of service areas as required by the Federal Railroad Administration (FRA), CFR Title 49 Part 234.

c. Notwithstanding anything to the contrary in paragraphs a and b, above, or in Article IV, below, SCRRA shall not seek reimbursement from SBCTA to the extent maintenance costs are offset by compensation due to SBCTA but received by SCRRA directly from freight rail operators pursuant to freight rail operator obligations under shared use and/or joint facilities agreements administered by SCRRA on SBCTA's behalf.

d. SCRRA agrees to provide contracted law enforcement services for on-board and right-of-way incidents. The contracted law enforcement agency will provide full-service law enforcement services, which includes Coroner response and administrative support.

e. The contracted law enforcement agency will provide quarterly updates to SBCTA on the activities rendered, specifically types of services and location (including County). Of note, SCRRA currently uses the mile posts to identify where an incident occurs.

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Attachment: Memorandum of Understanding No. 25-1003311 (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow

f. SCRRA agrees to provide special train service as included in the BUDGET and will coordinate schedules and service options with SBCTA.
g. SCRRA agrees to establish fiscal controls and accounting procedures sufficient to assure proper accounting for all transactions, so that audits may be performed.
h. SCRRA shall use accounting and fiscal procedures conforming to Generally Accepted Accounting Principles (GAAP) or Governmental Accounting Standards Board (GASB).
i. SCRRA agrees to comply with the requirements of 49 CFR, Part 26, et. seq., and all other FTA Disadvantaged Business Enterprise (DBE) rules, regulations, and policies in carrying out this MOU, and shall implement a stand-alone DBE Program that includes goal setting, outreach, monitoring, and reporting. SCRRA shall create and maintain records of compliance with the DBE obligations in this MOU and provide compliance information to SBCTA upon request.
j. SCRRA will ensure all federal funding allocated by SBCTA is processed and submitted on behalf of SBCTA to the FTA within the fiscal year allocated by the SBCTA Board of Directors.
k. SCRRA will provide quarterly reports summarizing annual actual data versus BUDGET to assist in the measurement of performance metrics.
l. SCRRA agrees to monitor expenditure deadlines for federal and state funding, and notify SBCTA one (1) year in advance of any potential loss of funds due to an inability to expend them by the deadline.
m. As applicable, SCRRA will prepare and submit all required reports to federal and state agencies in a timely manner, by the due dates established by those agencies, in order to avoid any penalties that could impair funding to SBCTA.
n. SCRRA will participate in SBCTA's Multimodal Interconnectivity Working Group, which serves as a collaborative environment with Arrow and local bus operators, who provide feedback and advise on current and future service planning endeavors that focus on enhancing the customer experience through targeting seamless connections and transfer times, schedule modifications, and expansion and identification of relevant grant opportunities.

III. OBLIGATIONS AND RESPONSIBILITIES OF SBCTA

a. SBCTA shall participate in BUDGET development discussions with SCRRA and provide feedback and concurrence on proposed annual projects, operations, and anticipated service needs or modifications.
b. SBCTA shall submit the annual BUDGET request to the SBCTA Board of Directors and provide written concurrence to SCRRA confirming any Board approval, allocation amounts and funding sources.
c. SBCTA shall provide feedback and coordinate grant efforts on projects, led by SBCTA or SCRRA, that benefit San Bernardino County, where applicable.
d. SBCTA shall review each SCRRA invoice for State of Good Repair (SGR) and SBCTA-approved New Capital project costs to ensure eligibility for federal

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Attachment: Memorandum of Understanding No. 25-1003311 (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow

reimbursement and provide concurrence to SCRRA for making timely drawdown requests to FTA for eligible expenses following approval of the invoice.

e. SBCTA shall provide SCRRA with appropriate documentation and other data as needed in coordination of audit activities and similar requests.

IV. INVOICING

a. SCRRA shall adhere to the following guidelines for invoicing and managing of Operations:
   i. SCRRA shall only utilize funding for specific line items of the approved Operating BUDGET. Any revisions to specific line items will utilize the BUDGET transfer process as outlined in SCRRA's Board approved Finance Policy 1.2 and shall include concurrence by SBCTA. For any SCRRA spending that will increase the SCRRA-approved Operating BUDGET and require an increase in SBCTA's contribution, SCRRA shall obtain SBCTA approval before entering any contractual relationship that may affect SBCTA's obligations, including but not limited to, funding obligations.
   ii. SCRRA shall obtain written approval from the SBCTA Board of Directors prior to allocating and expending Deferred Revenue funds.

b. SCRRA shall adhere to the following guidelines for invoicing and managing of New Capital and State of Good Repair (SGR) projects:
   i. SCRRA shall invoice SBCTA on a quarterly basis for reimbursement of eligible expenses by submitting a Quarterly Progress/Expenditure Report. Each invoice and accompanying Quarterly Progress/Expenditure Report shall include sufficient back-up documentation to the project level so that expenses can be tracked on a project-by-project basis. Documentation shall include copies of vendor invoices, material acquired, percent completion, timesheets, and any other documentation justifying payment to SCRRA. For fixed fee contracts, in addition to the above-mentioned documentation, SBCTA requires the milestone schedule, corresponding payment schedule, and a copy of the completed study, if applicable. No retention will be withheld by SBCTA.
   ii. Aggregate invoices provided for under this Section IV shall not exceed the approved total program amount of each year as specified in the annual BUDGET request.
   iii. SCRRA shall invoice SBCTA no more than the total annual approved amounts for New Capital and SGR work, excluding deferred revenue or savings from other projects completed under BUDGET currently in SCRRA's possession, for all outstanding SBCTA programmed authority, including projects programmed in previous periods. Should SCRRA provide sufficient documentation to substantiate a greater cash flow requirement, SBCTA shall review and increase necessary cash flow adjustments that would otherwise prevent SCRRA from implementing

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Attachment: Memorandum of Understanding No. 25-1003311 (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow

SBCTA approved projects, subject to the approval by the SBCTA Board of Directors.

iv. SCRRA, as designated applicant/recipient of FTA funds, shall comply with all applicable grant agreements and Federal requirements for projects it determines is eligible to receive federal funds.

v. SCRRA shall be responsible for managing and tracking the BUDGET and payment of eligible costs for projects in accordance with applicable Federal requirements and will retain and provide all required documentation and reports necessary to comply with Federal requirements and requests for information.

vi. New Capital and State of Good Repair (SGR) funds allocated for each year are subject to lapse and subsequent rescission in future years if not fully expended. Any unexpended funds, excluding funds approved by SBCTA for extension, will be subject to reprogramming by the SBCTA Board of Directors one (1) year prior to potential rescission.

vii. Final invoices for funds programmed as part of the annual BUDGET must be submitted before the end of the fiscal year on June 30th. Final invoices for period of performance ending June 30th shall be submitted within 90 days. SCRRA shall also submit an invoice estimate for pending invoices with the period of performance ending June 30th within 60 days of the fiscal year.

viii. SBCTA shall pay invoices within 30 days of receiving a complete invoice with associated back-up documentation from SCRRA.

ix. SBCTA shall notify SCRRA within 15 days of receipt of an invoice if additional information, back-up documentation or clarification is required before payment can be issued.

c. Invoices shall be e-mailed to SBCTA at the following address: AP@gosbcta.com

V. AUTHORIZED REPRESENTATIVES

a. The persons signing this MOU represent that they are authorized to execute this MOU on behalf of their respective PARTY, and that, by so executing this MOU, the PARTIES hereto are formally bound to the provisions of this MOU.

VI. INDEMNITY

a. SCRRA shall indemnify, defend (with legal counsel reasonably approved by SBCTA), and hold harmless SBCTA, its officers, directors, members, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SCRRA, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this MOU.

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Attachment: Memorandum of Understanding No. 25-1003311 (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow

b. SBCTA shall indemnify, defend, (with legal counsel reasonably approved by SCRRA) and hold harmless SCRRA, its officers, directors, member agencies, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SBCTA, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this MOU.
c. The indemnification and defense obligations of this MOU shall survive its expiration or termination.

VII. INSURANCE

a. SCRRA has submitted current fiscal year evidence of insurance to the satisfaction of SBCTA. SCRRA will provide SBCTA with a certificate of insurance annually. SCRRA shall maintain, for the duration of this MOU, current or greater levels of insurance coverage, as approved by SCRRA's Board of Directors from time to time, against claims for injuries to persons or damages to property which may arise from or in connection with SCRRA rail operations or construction by the SCRRA, its agents, representatives, employees, or subcontractors on SBCTA property. If SCRRA proposes to reduce coverage or limits or increase deductibles or self-insured retentions in future fiscal years, then such changes shall only take place upon approval by the SBCTA. SCRRA contractors shall maintain levels of insurance deemed appropriate by SCRRA; SBCTA shall be covered to the full extent that SCRRA is covered by such policies of insurance, subject to said policies terms and conditions.

VIII. GENERAL PROVISIONS

a. Modification: The PARTIES may amend this MOU in writing at any time. No amendment shall have any force or effect unless executed in writing by both PARTIES.
b. Severability: If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.
c. Laws and Regulations: SBCTA and SCRRA shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the BUDGET or any of the activities funded under the BUDGET.
d. Force Majeure: Either PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire or flood; acts of God; commandeering of material,

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Attachment: Memorandum of Understanding No. 25-1003311 (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow

products, plants or facilities by the federal, state or local government; or national fuel shortage when the excused PARTY gives the other PARTY written notice within forty-eight (48) hours and provides satisfactory evidence of such cause to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control of and not due to the fault or negligence of the PARTY not performing.

e. Assignment: Neither this MOU, nor any of the PARTIES' rights, obligations, duties, or authority hereunder, may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor a waiver of any right to consent to such subsequent assignment.

f. Notices: Any notices, requests or demands made between the PARTIES pursuant to this MOU should be sent via email or hard copy to be directed as follows:

TO SCRRA:	900 Wilshire Blvd, Suite 1500 Los Angeles, CA 90017 Attention: Darren Kettle Chief Executive Officer Email: kettled@scrra.net Telephone: (213) 452-0255
TO SBCTA:	1170 W. 3RD St, 2nd Floor San Bernardino, CA 92410 Attention: Raymond W. Wolfe, PhD Executive Director Email: rwolfe@gosbcta.com Telephone: (909) 884-8276

g. Successors and Assigns: The provisions of this MOU shall bind and inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.

h. Survival: All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this MOU, including, but not limited to, the indemnification, reporting, auditing, repayment of improperly expended funds, and records maintenance obligations, shall survive any such expiration or termination.

i. SBCTA and SCRRA agree that PARTIES will at all times comply with provisions of the JPA as amended and as it may be amended in the future by SBCTA and the other Member Agencies. Nothing in this MOU is intended to amend or supersede any provisions of the JPA, and in the event of any conflict between the JPA and this MOU, the JPA shall take precedence.

j. Signatures: A manually signed copy of this MOU which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same

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Attachment: Memorandum of Understanding No. 25-1003311 (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow

legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature.

k. Recitals: The RECITALS to this Agreement are hereby incorporated into and made a part hereof as though fully set forth herein.

This MOU shall be made effective upon execution by both PARTIES.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this MOU to be entered into as of the date set forth above.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By:_____
Darren Kettle
CEO, SCRRA

Date: _____

APPROVED AS TO FORM:

By: _____
Don Del Rio
General Counsel

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Raymond W. Wolfe
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

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Attachment: Memorandum of Understanding No. 25-1003311 (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow

METROLINK

FY26 Proposed Arrow Service Budget – Overview

May 15, 2025

Agenda

- FY26 Operating Budget
  - Budget Assumptions
- FY26 Capital Program Budget
- FY26 Budget Summary

2

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Request Fiscal Year 25/26 for Arrow Service (11625 :

Proposed FY26 Operating Budget Assumptions

Service Level:

- Current Arrow Service Schedule

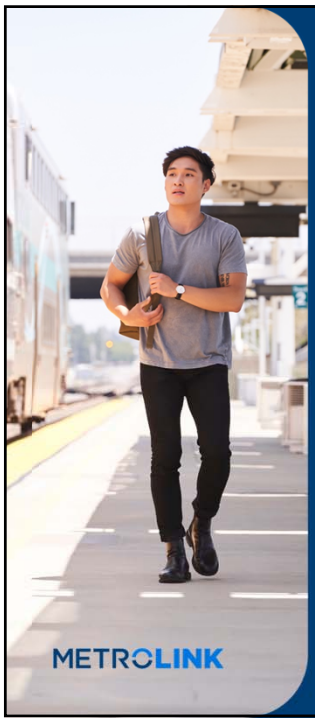
Revenue:

- Revenue / Ridership based on Updated Sperry Capital / KPMG Forecast
- No Fare Increases
- New Fare Promotions
- Student/Youth Discount 50% (No Student Ride Free Program)
- Fare Restructure Impacts

Expenses:

- Contractor Increases only as Mandated by Agreements
- Elimination of 2 Arrow Specific FTE Headcounts (Transitioned to Stadler)
- New Federal Regulation Support – CFR 245 & 246
- This budget incorporates transitioning equipment and facility maintenance from Metrolink and Alstom to Stadler.

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Request Fiscal Year 25/26 for Arrow Service (11625 :



FY26 Arrow Service Operating Budget Overview

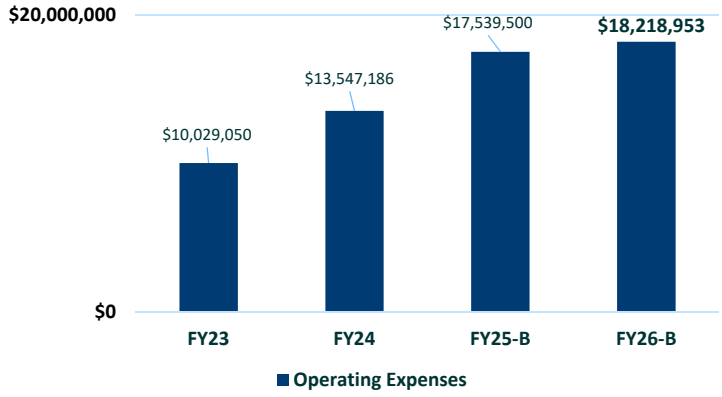
- Operating Revenue - **$0.7M**
  - Increase from FY25 of **$0.5M** or **225.3%**
- Total Expenses - **$18.2M**
  - Increase from FY25 of **$0.7M** or **3.9%**
- Member Agency Support - **$17.5M**
  - Increase from FY25 of **$0.2M** or **1.2%**

5

Operating Expenses
FY23 – FY26

METROLINK

Operating Expenses FY23 – FY26



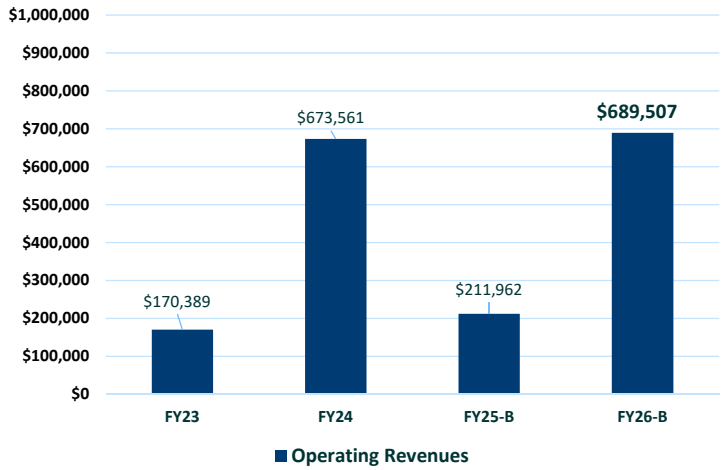
Notes:
- FY23 & FY24 Actuals
- FY25 & FY26 Budgets not Actuals
  - FY26 includes New FRA Regulations (CFR 245 & 246) & Elimination of 2 Arrow Specific FTEs

6

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Request Fiscal Year 25/26 for Arrow Service (11625 :

Operating Revenues
FY23 – FY26

Operating Revenues FY23 – FY26



Note:
- FY23, & FY24 Actuals
- FY25 & FY26 Budgets not Actuals (does include Student Adventure Pass)
- FY25 Budget does not have the MOW Revenue projections

METROLINK

7

Capital Program Budget

8

Proposed FY26 Arrow Service Capital Program Overview

- State of Good Repair - **$0.50M**
  - Increase from FY25 of **$0.37M** or **270.4%**
- New Capital - **$0.42M**
  - Decrease from FY25 of **($1.83)M** or **81.2%**
- Total Capital Budget - **$0.92M**
  - Decrease from FY25 of **$1.46M** or **61.3%**

9

FY26 Arrow Capital Program
FY24 – FY26
- SGR
- New Capital

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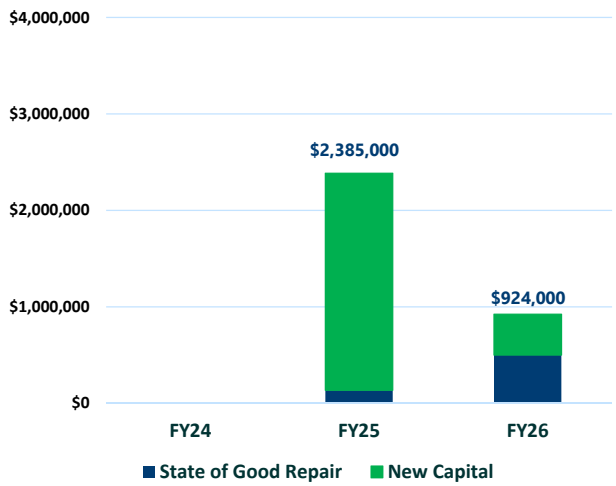
Arrow Service Capital Program FY24 – FY26
State of Good Repair & New Capital



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Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Request Fiscal Year 25/26 for Arrow Service (11625 :

FY26 Arrow Capital Program
FY24 – FY26
- SGR
- New Capital

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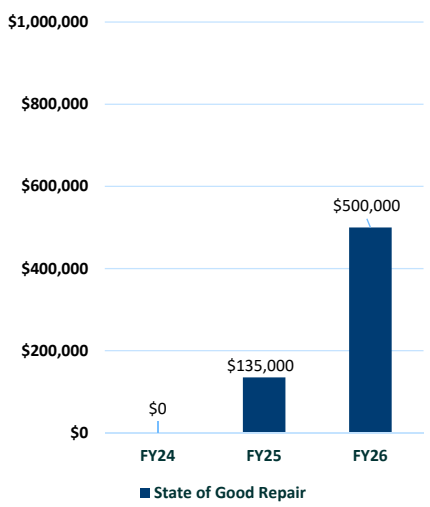
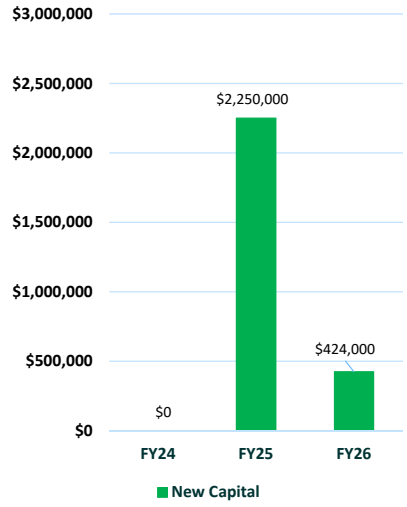
Proposed FY26 Arrow Service Capital Program
FY24 – FY26
State of Good Repair & New Capital





Note:

11

Combined Budget
(Operating & Capital)

12

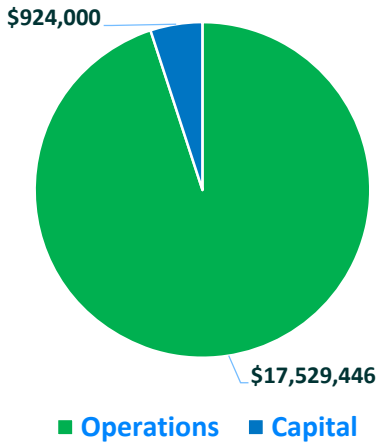
Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Request Fiscal Year 25/26 for Arrow Service (11625 :

Proposed FY26 Arrow Service Budget (Operating & Capital Program) Support Required

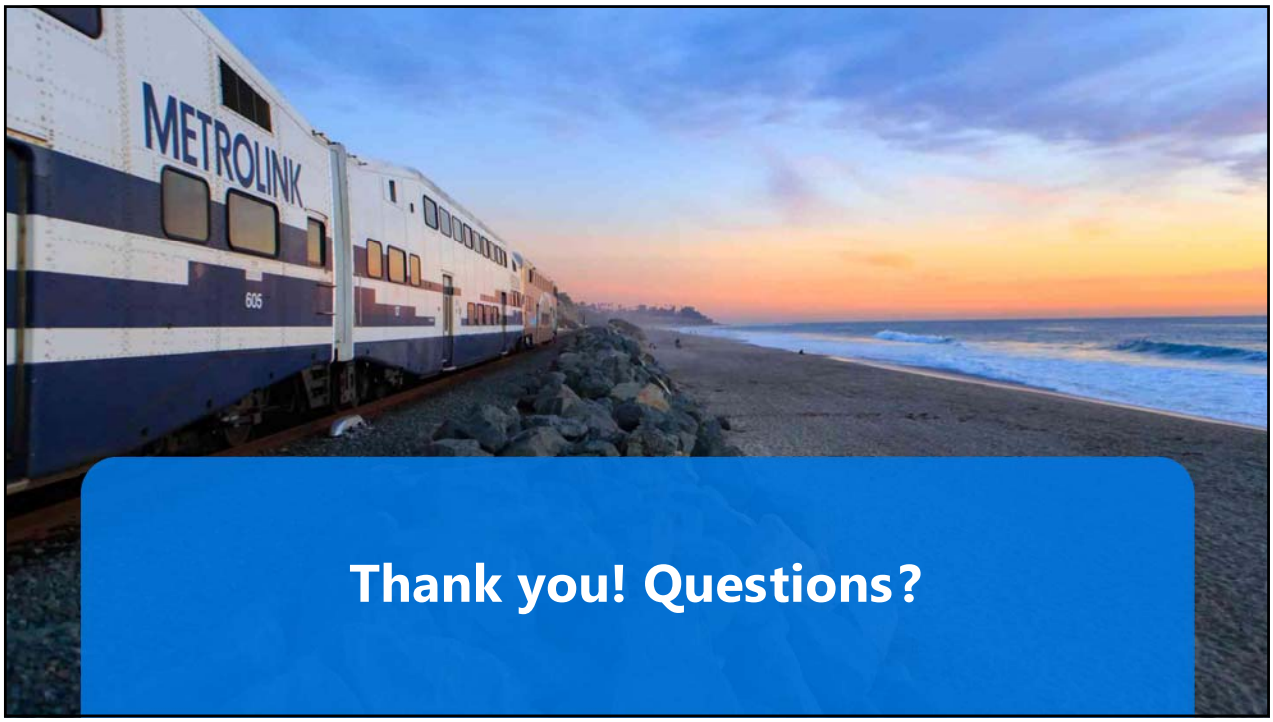
METROLINK

Proposed FY26 Arrow Service Budget Support Required

Total Support Required ($18.5M)



13



PROJECT PROPOSALS FOR FY2026 BUDGET - SGR PROJECTS ONLY

											FUNDINGS				
PROJECT #	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC
3231	Rehab	Arrow	Redlands	n/a - n/a	Worn	High	Train Control	FY26 ARROW ON-BOARD TRAIN CONTROL SYSTEMS REHABILITATION	Upgrade the PTC equipment and software on DMU's to align with new standards developed in parallel with the delivery of this PTC equipment. As industry rapid standards evolution of PTC equipment and certain technologies are phased out, more equipment is becoming obsolete and requires modernization. SCOPE LIMITED TO ON-BOARD PTC EQUIPMENT ON ARROW LINE.	$500,000	$0	$0	$0	$500,000	$0
									SGR TOTAL	**$500,000**	**$0**	**$0**	**$0**	**$500,000**	**$0**
									PROJECT COUNT	**1**					

Attachment: (Include) Attachment B - FY 25/26 State of Good Repair Project List (11625 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

FERNANDEZK PROJECT# 3231.00

PROJECT : FY26 ARROW ON-BOARD TRAIN CONTROL SYSTEMS REHABILITATION

SCOPE

TYPE: SGR | MR

Upgrade the PTC equipment and software on DMU's to align with new standards developed in parallel with the delivery of this PTC equipment. As industry rapid standards evolution of PTC equipment and certain technologies are phased out, more equipment is becoming obsolete and requires modernization.
SCOPE LIMITED TO ON-BOARD PTC EQUIPMENT ON ARROW LINE.

Mile Posts: n/a

Division: Redlands County: SB Asset Type: Train Control

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The Train Control Systems rehabilitation outlined in the Metrolink Rehabilitation Plan (MRP) encompasses both Positive Train Control (PTC) and centralized train control systems and equipment. This rehabilitation is necessary due to these assets falling below the State of Good Repair, as defined by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$250,000		
CONSTRUCTION	$115,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$7,000		
PROJECT MANAGEMENT			
* P.M STAFF	$27,000		
* SUPPORT STAFF	$27,000		
* CONSULTANT	$50,000		
CONTINGENCY	$24,000		
TOTAL	$500,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOT
2026	$0	$0	$0	$25,000	$25,
2027	$43,750	$43,750	$43,750	$43,750	$175,
2028	$37,500	$37,500	$37,500	$37,500	$150,
2029	$37,500	$37,500	$37,500	$37,500	$150,
2030	$0	$0	$0	$0	
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%

Attachment: (Include) Attachment B - FY 25/26 State of Good Repair Project List (11625 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSALS FOR FY2026 BUDGET - NEW CAPITAL PROJECTS ONLY

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	FUNDINGS				
								METRO	OCTA	RCTC	SBCTA	VCTC
3405	Capital	Arrow	Redlands	Non-Revenue Fleet	ARROW portion: Portable wheel true and rotor change out equipment acquisition	Procure and commission 1 Portable Wheel True lathe and 1 Rotor Change machine. Includes equipment and maintenance training for mechanical crew. 1. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and separation of cart or locomotive from the consist, cutting impact to operations form days to hours. This wheel true machine will also able to cut wheels for Arrow fleet, removing the need to remove and reinstall buggies, transport to them to CMF to wheel true and bring back to San Bernardino. Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. 2. Rotor change our machine will allow mechanical team to replace defect rotors from cars on the PM track without having to cut the defective car from the consist, shopping equipment for days. The equipment can be repaired during the service window at CMF. $640K Project Total: To split 90% Agency (#3265) and 10% Arrow (#3405).	$64,000	$0	$0	$0	$64,000	
3406	Capital	Arrow	Redlands	Facilities	ARROW Portion: Construction of PTC Training Center	The construction of the PTC Training Center at the Melbourne facility will include the following features: A. Two PTC simulator rooms (one for F125, one for DMU/ZEMU), with an instructor's room positioned between them, equipped with glass windows for direct observation of trainee activities. B. Two training rooms: one with a capacity of 25-30 people, and a smaller room for 8-12 people. Additionally, a lab offices with an access door to the PTC lab will be constructed. COSTS TO BE SPLIT 90% Systemwide / 10% ARROW funding	$360,000	$0	$0	$0	$360,000	
						CAPITAL TOTAL	**$424,000**	**$0**	**$0**	**$0**	**$424,000**	
						PROJECT COUNT	**2**					

Attachment: (Include) Attachment C - FY 25/26 New Capital Project List (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

PROJECT PROPOSAL

FERNANDEZK PROJECT# 3405.00

PROJECT : ARROW PORTION: PORTABLE WHEEL TRUE AND ROTOR CHANGE OUT EQUIPMENT ACQUISITION

SCOPE

TYPE: CAPITAL | MRP |

Procure and commission 1 Portable Wheel True lathe and 1 Rotor Change machine. Includes equipment and maintenance training for mechanical crew. 1. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and separation of cart or locomotive from the consist, cutting impact to operations form days to hours. This wheel true machine will also able to cut wheels for Arrow fleet, removing the need to remove and reinstall buggies, transport to them to CMF to wheel true and bring back to San Bernardino. Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. 2. Rotor change our machine will

Mile Posts: n/a Division: Redlands County: SB Asset Type: Non-Revenue Fleet

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
3. (Goal 4: Retain and Grow Ridership) Improve service reliability

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and

RANKING // PROJECT READINESS

1. System Reliability..... High
2. Ridership Increase..... High
3. Capacity Improvements..... High
4. Safety & Security..... High
5. Environmental..... High

RISK CREATED BY NON-IMPLEMENTATION

Service interruption due to lack of available revenue equipment for service when a there are wheel or rotor defects. If 32 year old stationary wheel true machine fails at CMF, we will have to contract with nearby RR and mover equipment to their yard for

Current Age: 125 Year(s) Standard Lifespan: 10 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$51,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$2,000		
PROJECT MANAGEMENT			
* P.M STAFF	$2,000		
* SUPPORT STAFF	$3,000		
* CONSULTANT	$0		
CONTINGENCY	$6,000		
TOTAL	$64,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$8,000	$8,000	$8,000	$8,000	$32,000
2028	$8,000	$8,000	$8,000	$8,000	$32,000
2029	$0	$0	$0	$0	$0
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment C - FY 25/26 New Capital Project List (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

PROJECT PROPOSAL

FERNANDEZK PROJECT# 3406.00

PROJECT : ARROW PORTION: CONSTRUCTION OF PTC TRAINING CENTER

SCOPE

TYPE: CAPITAL | NON-MRP |

The construction of the PTC Training Center at the Melbourne facility will include the following features:

A. Two PTC simulator rooms (one for F125, one for DMU/ZEMU), with an instructor's room positioned between them, equipped with glass windows for direct observation of trainee activities.

Mile Posts: n/a

Division: Redlands County: SB Asset Type: Facilities

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership
2. (Goal 3: Invest in People and Assets) Reduce employee turnover
3. (Goal 4: Retain and Grow Ridership) Improve service reliability

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Provide additional PTC training facility will have impact on.
• enhance and improve training capabilities for operational teams, particularly train engineers, are vital for the agency's ability to maintain safe and efficient revenue service. These upgrades are not just beneficial, but essential for meeting safety

RANKING // PROJECT READINESS

1. System Reliability..... Average
2. Ridership Increase..... Average
3. Capacity Improvements..... Average
4. Safety & Security..... High
5. Environmental..... Low

With the current and anticipated increase in train operations, the PTC training program must scale to meet the growing demand in the near future

RISK CREATED BY NON-IMPLEMENTATION

• Disruption to PTC Training Program: Without the necessary funds, the Melbourne facility will be unable to support the required enhancements to the (PTC) training program. This would significantly impact the ability to adequately train engineers

Current Age: New Standard Lifespan: 50 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$28,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$275,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$3,000		
DBE/LABOR	$2,000		
PROJECT MANAGEMENT			
* P.M STAFF	$7,000		
* SUPPORT STAFF	$9,000		
* CONSULTANT	$3,000		
CONTINGENCY	$33,000		
TOTAL	$360,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$18,000	$18,000
2027	$18,000	$18,000	$18,000	$18,000	$72,000
2028	$31,500	$31,500	$31,500	$31,500	$126,000
2029	$27,000	$27,000	$27,000	$27,000	$108,000
2030	$9,000	$9,000	$9,000	$9,000	$36,000
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment C - FY 25/26 New Capital Project List (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

Attachment: (Include) Arrow Funding Resolution FY 25-26 (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow

RESOLUTION NO. 25-072

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE FUNDING OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BUDGET FOR FISCAL YEAR 2025/2026 FOR ARROW SERVICE

WHEREAS, the Southern California Regional Rail Authority ("SCRRA") is a Joint Powers Authority ("JPA") funded by five (5) member agencies, including Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission, San Bernardino County Transportation Authority ("SBCTA"), and Ventura County Transportation Commission, and

WHEREAS, Arrow service is operated under the existing JPA, and

WHEREAS, SCRRA provides commuter rail service through its operation of Arrow, which operates between the cities of Redlands San Bernardino, of which SBCTA solely funds, and

WHEREAS, SBCTA and SCRRA are finalizing Memorandum of Understanding (MOU) No. 25-1003311, outlining the obligations and responsibilities of each respective agency for the Annual Funding Allocations for New Capital, State of Good Repair, and Operations of Arrow Service, and

WHEREAS, SCRRA's Budget Request to SBCTA for Arrow Service for Fiscal Year 2025/2026 totals $18,453,446 for: $17,529,446 for Operating assistance, $500,000 for State of Good Repair assistance, and $424,000 for New Capital assistance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, that, contingent on the execution of MOU No. 25-1003311, SBCTA commits to funding the SCRRA Fiscal Year 2025/2026 annual subsidy and budget request for Arrow Service with the following allocations:

Total Budget	**$18,453,446**
Operating	***$17,529,446***
$12,000,446	*Measure I Valley Rail Funds*
$3,227,000	*Congestion Mitigation and Air Quality Improvement Program Funds*
$2,302,000	*Senate Bill 125 Transit and Intercity Rail Capital Program Funds*
State of Good Repair	***$500,000***
$500,000	*Measure I Valley Rail Funds*
New Capital	***$424,000***
$424,000	*Measure I Valley Rail Funds*

This resolution shall become effective upon execution, by both parties, of MOU No. 25-1003311.

DRAFT

APPROVED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on June 4, 2025.

Ray Marquez, Board President
San Bernardino County Transportation Authority

ATTEST:

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

DRAFT

Attachment: (Include) Arrow Funding Resolution FY 25-26 (11625 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Arrow

Minute Action

AGENDA ITEM: 22

Date: June 4, 2025

Subject:
Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink Service and Memorandum of Understanding

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

A. Authorize the Executive Director, or his designee, to finalize negotiations of and execute Memorandum of Understanding No. 24-1003060 with the Southern California Regional Rail Authority (SCRRA), to memorialize the annual funding allocation process for Operation, New Capital, and State of Good Repair funds for Metrolink service, upon approval as to form by SBCTA General Counsel.

B. Approve the SCRRA Preliminary Budget Request for Fiscal Year (FY) 2025/2026 Metrolink service, with an annual SBCTA subsidy totaling $51,810,938 for:

- Operating assistance in the amount of $32,947,082
- State of Good Repair assistance in the amount of $16,620,624
- New Capital assistance in the amount of $2,243,232

C. Approve Resolution No. 25-073 to support funding SBCTA's FY 2025/2026 annual subsidy in Recommendation B, totaling $51,810,938, consisting of:

- $29,332,887 of Valley Local Transportation Funds
- $3,290,000 of Senate Bill 125 Transit and Intercity Rail Capital Program
- $1,870,424 of State Transit Assistance - Operator funds
- $16,993,432 of Federal Transit Administration, Section 5337 funds
- $324,195 of Senate Bill 1 State of Good Repair – Operator funds

D. Approve continuation of the San Bernardino Line Fare Subsidy Discount program for FY 2025/2026 in an amount of $150,000, using Valley Local Transportation Funds.

Background:
The Southern California Regional Rail Authority (SCRRA) Joint Powers Authority (JPA) requires a preliminary budget to be presented to the member agencies each year. Adoption of the final SCRRA budget by the SCRRA Board of Directors (Board) is contingent upon each of the five member agencies approving their financial contribution for the fiscal year. The five member agencies include San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (LA Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC). Formal development of the Fiscal Year (FY) 2025/2026 Budget began in February 2025, with budget development updates presented to the SCRRA Member Agency Advisory Committee (MAAC) members throughout February, March, and April 2025.

The first draft of the Preliminary Budget Request for FY 2025/2026 for Metrolink service was presented to staff during a meeting between SBCTA and SCRRA on February 7, 2025. This was followed by five weeks for staff to review the budget, ask questions, and request supporting

documentation. Further refined budget information was provided by SCRRA on February 27, 2025 and March 13, 2025. On April 25, 2025, SCRRA staff presented the draft Preliminary Budget Request for FY 2025/2026 for Metrolink service operations to its Board with the recommendation to transmit the Budget to member agencies, which was approved unanimously. SBCTA staff completed its review and agreed at the staff level to the Preliminary Budget Request, attached hereto as Attachment A. It should be noted that the Budget presented is a draft and will not be considered final until formally approved by all five member agencies and the SCRRA Board. Any modifications to this draft budget will be noted in the report to the SBCTA Board or brought back to the SBCTA Board at a later date.

There are two key funding sources for the Operating budget: 1) fare revenue from riders and 2) corresponding subsidies from member agencies. The coronavirus pandemic led to a quick decline in ridership, and post-pandemic, teleworking and more flexible work schedules have remained prevalent, resulting in higher member agency subsidies. In response, a Metrolink reimagined vision was developed to address post-pandemic ridership demand and emerging travel patterns to transition from a commuter to a regional rail system. As part of this vision, an optimized schedule was launched on October 21, 2024, that increased frequency throughout the day, including efforts to streamline connections at Los Angeles Union Station. While ridership trends continue upward, recovery is only 60% of pre-pandemic levels and continues to significantly challenge the budget process.

Fiscal year-to-date through February 2025 system-wide farebox revenue actuals were less than the revenue budgeted for FY 2024/2025; recovery was estimated at 55%, while the actual is 51%, below budget by approximately $2 million. The reduction in revenue is due to the Student Adventure Pass program ridership exceeding the available Low Carbon Transit Operations Program (LCTOP) revenue, resulting in SCRRA reducing the reimbursement rate to 25% of the fare. In the proposed FY 2025/2026 Budget, the Student Adventure Pass program is being reduced to a 50% discount since the program is exceeding the amount of LCTOP funding available. Exhibit 1 below shows the percent of total fare box revenue by month through February 2025.

Exhibit 1 - Budgeted vs. Actual Farebox Revenue Recovery

	BUDGET		ACTUAL		
PERIOD	REVENUE	RECOVERY	REVENUE	VARIANCE	RECOVERY
JULY-24	3,653,703	57%	3,297,409	(356,294)	52%
AUGUST-24	3,655,242	55%	3,369,765	(285,477)	51%
SEPTEMBER-24	3,596,102	56%	3,475,165	(120,937)	54%
FY25 YTD Q1 TOTAL	$ 10,905,048	56%	$ 10,142,339	$ (762,709)	52%
OCTOBER-24	3,234,541	48%	3,704,168	469,627	54%
NOVEMBER-24	2,958,164	46%	3,550,259	592,095	55%
DECEMBER-24	2,941,323	50%	3,250,032	308,710	55%
FY25 YTD Q2 TOTAL	$ 20,039,075	52%	$ 20,646,799	$ 607,723	53%
JANUARY-25	4,382,759	69%	2,706,313	(1,676,446)	43%
FEBRUARY-25	3,632,631	60%	2,667,652	(964,979)	44%
Fiscal Year to Date	$ 28,054,466	55%	$ 26,020,764	$ (2,033,702)	51%

Student Adventure Pass

Month of February =	$393,821
Year-to-Date =	$4,800,767

Note: FY25 Student Adventure Pass reimbursed @ 25%

For the same period, year-to-date through February 2025, system-wide ridership was forecasted at a recovery of 60%, while actual ridership recovery is 62%, exceeding expectations by nearly 150,000 riders. Exhibit 2 below displays the budgeted versus actual ridership by month, not including Arrow Service. The orange bar represents additional ridership as a result of the Student Adventure Pass program, which accounts for a third of the total riders and has generated more than 1.5 million riders this fiscal year through February 2025.

Exhibit 2 - Budgeted vs. Actual Ridership

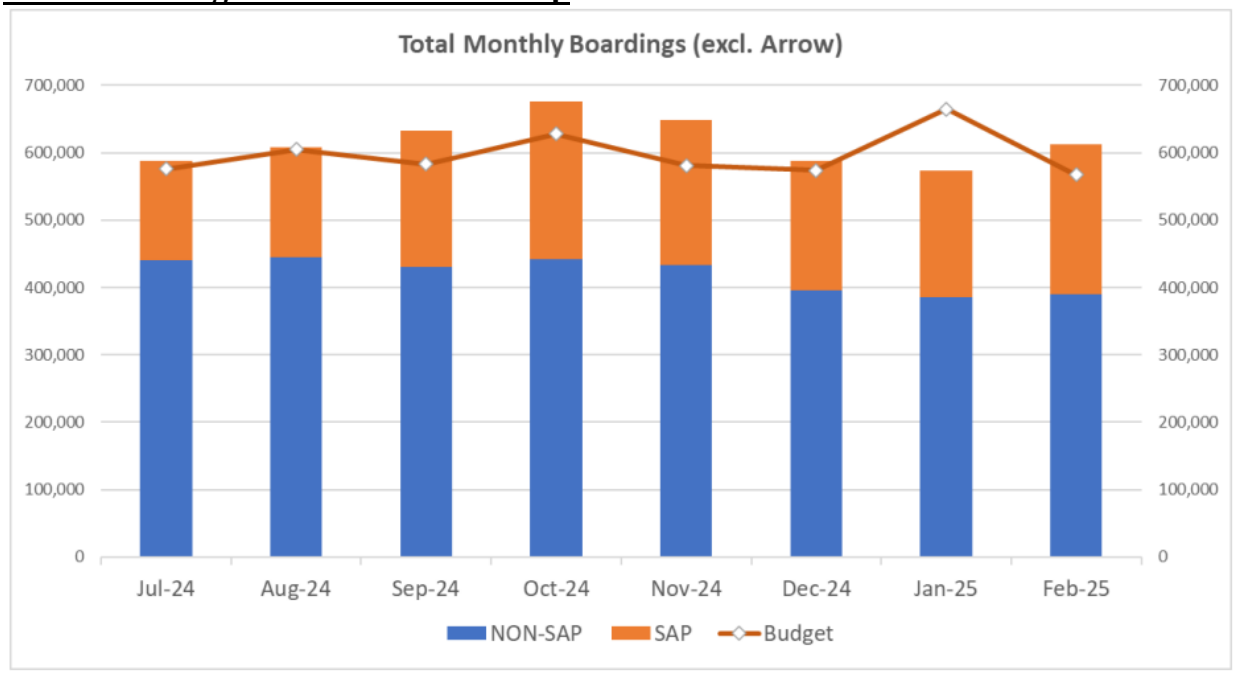
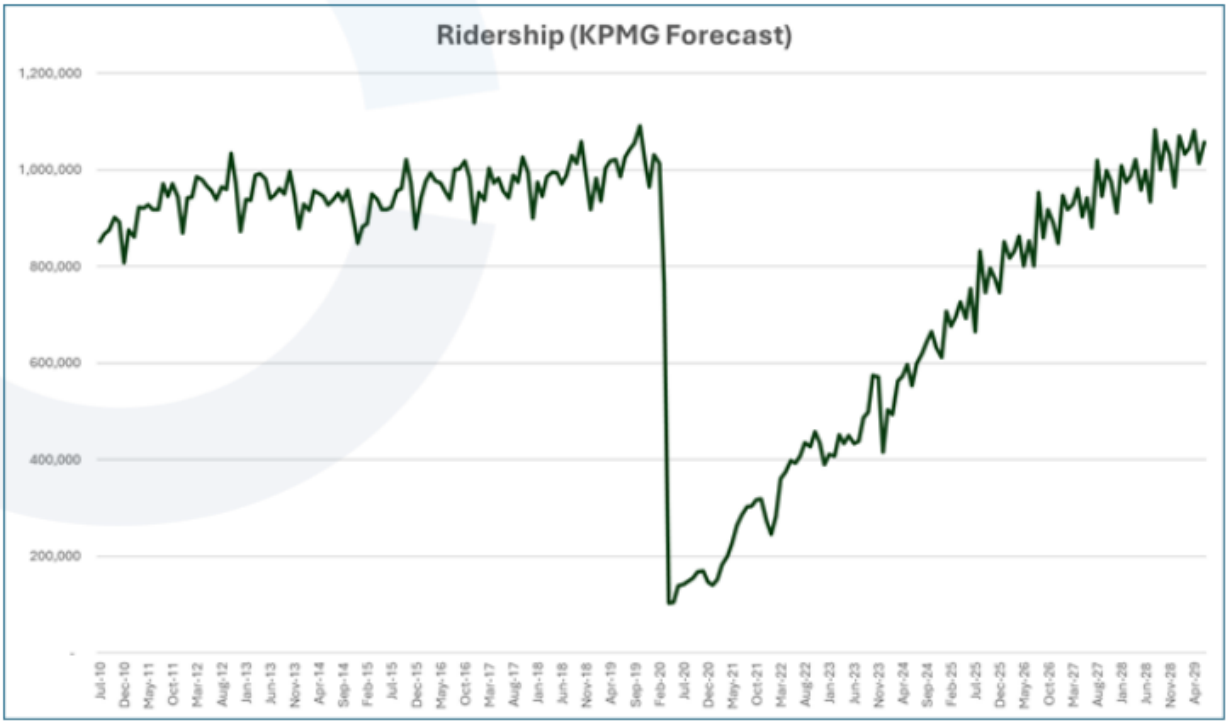


Exhibit 3 on the following page displays the projected ridership included in the Preliminary Budget for FY 2025/2026 for Metrolink service, which was developed by third-party consultants, KPMG and Sperry Capital, in coordination with SCRRA. The ridership forecast includes the first full year of projected growth anticipated from the October 21, 2024 optimized schedule launch.

Exhibit 3 – KPMG/Sperry Capital Ridership Forecast

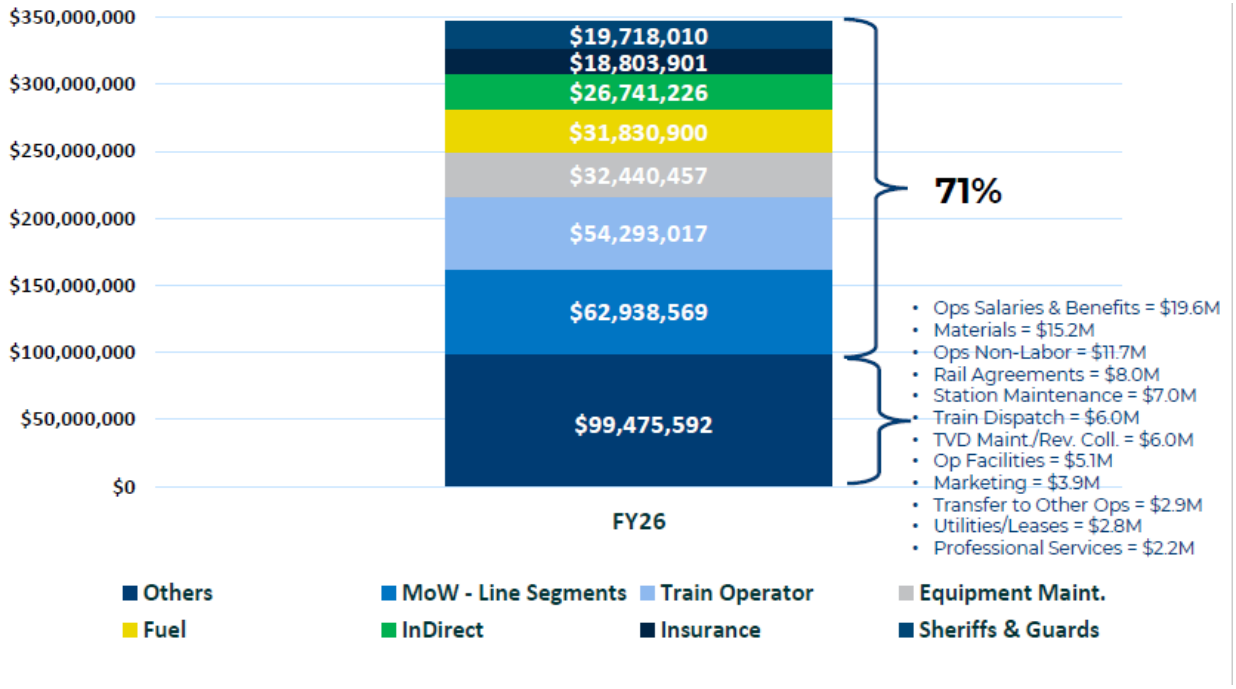


The proposed budget for Operations, Capital, and State of Good Repair (SGR) for Metrolink service that was presented to the SCRRA Board on April 25, 2025, is attached hereto as Attachment A and consists of an operating budget authority of approximately $352 million. The subsidy required from member agencies is approximately $275 million, an increase of approximately 4% compared to the adopted Budget for FY 2024/2025, which was a subsidy of approximately $264 million. However, the increase is reduced to 2.5% when removing member agency fully funded projects, including LA Metro's Maintenance of Way Outside 20 Feet (Outside 20'), and SBCTA's San Bernardino County Sheriff's Dedicated Law Enforcement (SB Sheriff's).

The proposed operating budget includes the addition of a second roundtrip Metrolink train on the San Bernardino Line from Downtown Redlands to Los Angeles Union Station, service for which SCRRA will initiate during a future schedule change. Staff has also opened communications with SCRRA to work towards the elimination of Downtown San Bernardino and the San Bernardino Depot as station stops for the first southbound train on the Inland Empire Orange County (IEOC) line, due to poor ridership. The first train has a 3:49 a.m. departure, which was modified as part of the October 21, 2024 schedule change, from its previous departure at 4:29 a.m. The proposed operating budget does not include the reduction of this service; a future budget adjustment will be presented to the Board when information is received from SCRRA. Staff is evaluating ridership patterns and considering adjustments to the remaining three IEOC train departures from San Bernardino, to minimize duplicate service with Omnitrans Route 215. SBCTA's share of the FY 2025/2026 operations subsidy of $32,947,082 increased by approximately $3 million from the adopted Budget for FY 2024/2025, or approximately 11%, which is mostly driven by SBCTA's SB Sheriff's expansion to Metrolink service within the county. Other costs attributing to the increase include initiating 2028 Olympic planning efforts, new Federal Railroad Administration regulations for signal workers, and a full year of the optimized schedule.

Exhibit 4 below provides a breakdown of the top drivers of the proposed FY 2025/2026 operating expenses, excluding LA Metro's Outside 20' and SBCTA's SB Sheriff's.

Exhibit 4 – Top Drivers of FY 2025/2026 Operating Expenses



The Capital Program authority totals approximately $153 million for both New Capital and SGR projects. The SGR program focuses on maintaining equipment and infrastructure that is identified as critical and a high priority to be in a state of good repair. The proposed SGR requires a member agency subsidy of $137.5 million, a decrease of nearly 14% from FY 2024/2025. SBCTA's FY 2025/2026 subsidy for SGR is $16,620,624, a decrease of nearly 24% from FY 2024/2025. A detailed list of SGR projects is available by member agency and by line in Attachment B. The New Capital program, which focuses on facilities, rolling stock, information technology, and business systems, requires a member agency subsidy of nearly $16 million, an increase of approximately 164% compared to FY 2024/2025. SBCTA's FY 2025/2026 subsidy for New Capital is $2,243,232, an increase of nearly 163% from FY 2024/2025. A listing of the New Capital projects, their location, and description is provided in Attachment C. As SGR and New Capital projects are multi-year in nature, the recommended subsidy amounts would fully fund the projects up front.

The FY 2025/2026 operating budget request excludes the funding needed to continue the Metrolink San Bernardino Line Fare Discount Program, which is coordinated with LA Metro. The discount has been ongoing since July 2018 and provides a 25% discount to attract new riders and to maintain current riders. Recommendation D identifies the additional budget amount needed to continue supporting the 25% discount, which is managed by SCRRA outside of the operating budget and will only be expensed to SBCTA if revenue from riders boarding the San Bernardino Line is not sufficient to recoup the discount. The past two years, this has only occurred for the first and second quarters of each year, and with projected ridership increases, it should be revenue-neutral in the future.

Last year, the SBCTA Board approved Memorandum of Understanding (MOU) No. 24-1003060, which outlines the annual budget process, roles, and responsibilities of SBCTA and SCRRA to memorialize the annual funding and allocations for Metrolink services. While SCRRA agreed to the MOU terms, the structure of automatically attaching the SBCTA Board-approved budget item was not ideal, and the MOU was not executed. SBCTA and SCRRA staff have identified an alternative method of transmitting SBCTA's approved funding through an annual SBCTA Board-adopted resolution. Staff recommends approval of Recommendation A, which will serve as a master agreement of the budgetary process and roles and responsibilities, and the annual resolution will authorize SBCTA to provide the funding, allocations, and payment to SCRRA upon adoption. Note that the MOU includes indemnity clauses for both SCRRA and SBCTA, and that SCRRA's operations contracts include indemnity provisions that deviate from SBCTA's typical indemnity provisions. Specifically, there are some operations contracts in which SCRRA indemnifies the operations contractor, which means that such indemnity requirements would go back to SBCTA. Such indemnity provisions are typical for operations contracts.

Staff also recommends approval of the SCRRA Preliminary Budget Request for FY 2025/2026 to support Metrolink services as proposed in Recommendation B, and Resolution No. 25-073 identified in Recommendation C, which outlines the funding and allocations SBCTA is committing to for FY 2025/2026. This resolution is contingent on the execution of MOU No. 24-1003060. Lastly, staff recommends approval of Recommendation D to continue supporting the San Bernardino Line Fare Discount Program.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. SBCTA's annual operating and capital subsidies are included in the proposed Budget for Fiscal Year 2025/2026 and funded with Valley Local Transportation Funds, Senate Bill 125 Transit and Intercity Rail Capital Program funds, and State Transit Assistance funds in Program 30.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on May 15, 2025. General Counsel has reviewed this item, the draft Memorandum of Understanding, and the draft Resolution.

Responsible Staff:
Nicole Soto, Multimodal Mobility Programs Administrator

Contract Summary Sheet

General Contract Information

Contract No: 24-1003060 Amendment No.:

Contract Class: Payable Department: Transit

Vendor No.: 02003 Vendor Name: Southern California Regional Rail Authority

Description: Annual Funding Allocations for New Capital, State of Good Repair and Operations of Metrolink Service

List Any Related Contract Nos.:

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

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11626

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Sole Source? No N/A

Zero Dollar MOU/COOP/JPA (zero dollar contract) N/A

Accounts Payable

Estimated Start Date: 07/01/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ -	Total Contingency: $ -
GL:										-
GL:										-
GL:										-
GL:										-
GL:										-
GL:										-
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Nicole Soto
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes:

Attachment: (Include) Metrolink MOU CSS (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink Service and

MEMORANDUM OF UNDERSTANDING NO. 24-1003060

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR

THE ANNUAL FUNDING ALLOCATIONS FOR NEW CAPITAL, STATE OF GOOD REPAIR AND OPERATIONS OF METROLINK SERVICE

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This Memorandum of Understanding ("MOU") for the annual funding allocations for new capital, state of good repair, and operations of Metrolink service is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (herein after referred to as "SBCTA") and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (herein after referred to as "SCRRA"). SBCTA and SCRRA are sometimes individually referred to as "PARTY", and collectively referred to as "PARTIES".

RECITALS:

WHEREAS, the SCRRA is a Joint Powers Authority ("JPA") funded by five (5) member agencies, including Los Angeles County Metropolitan Transportation Authority ("LA Metro"), Orange County Transportation Authority ("OCTA"), Riverside County Transportation Commission ("RCTC"), San Bernardino County Transportation Authority ("SBCTA"), and Ventura County Transportation Commission ("VCTC"). Collectively, these agencies are the "Member Agencies," and each is a "Member Agency."

WHEREAS, the SCRRA provides commuter rail service through its operation of Metrolink, which operates to, and within, the Counties of Ventura, Los Angeles, Orange, Riverside, San Diego, and San Bernardino, of which SBCTA funds commuter rail services benefitting San Bernardino County on the San Bernardino Line ("SBL"), Inland Empire Orange County Line ("IEOC"), and Riverside County Line ("RVL") consistent with the existing cost sharing formulas established by the Joint Powers Agreement ("JPA"), to which SBCTA is a party.

WHEREAS, the SCRRA is authorized and directed to oversee, on SBCTA's behalf, the administration of shared use and/or joint facilities agreement between SBCTA (or its predecessors or successors in interest) and any freight rail operators, pursuant to Acknowledgement Agreement No. 22-1002751, dated December 13, 2021.

Attachment: Memorandum of Understanding 24-1003060 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink

WHEREAS, SBCTA and SCRRA desire to enter into this MOU to define the respective responsibilities of SCRRA, as a sub-recipient of SBCTA federal, state, and local funds, for costs in connection with operations, the new capital and State of Good Repair (SGR) budget, and SCRRA's prior year SGR and new capital costs, sometimes referred to individually and collectively as "BUDGET".

WHEREAS, SCRRA's Operating BUDGET covers train operations, including operating crews, dispatching, equipment maintenance, fuel, non-scheduled rolling stock repairs, operating facilities maintenance, rolling stock lease payments, maintenance of way, security and guard services, public safety programs, passenger relations, existing ticket vending devices ("TVD") maintenance and revenue collection, information technology, marketing and market research, media and external relations, utilities and leases, passenger transfers to other operators, station maintenance, freight rail agreements and general administrative costs that support SCRRA Operations.

WHEREAS, SCRRA is responsible for the provision of all insurance coverage types and limits appropriate for operational and maintenance activities, as well as related legal and claims administration, including but not limited to Liability, Property, Automobile, Workers' Compensation, etc. It is understood that these limits and coverages may change from time to time, the changes of which shall be included in each annual BUDGET cycle, subject to approval by all Member Agencies; changes made at any other time must be approved by the Member Agencies.

WHEREAS, SCRRA's ongoing Capital BUDGET includes construction, improvements and State of Good Repair (SGR) work related to track, structure and signals, layover facility work at system maintenance facilities, as well as SBCTA's share of system-wide track, signal, information technology, communications, rolling stock, facilities, rubber tire vehicles, existing TVD and mechanical improvements.

WHEREAS, there is a separate MOU, Contract No. 20-1002367, approved by SBCTA and SCRRA for Arrow Service, that addresses the roles and responsibilities for operation of the multiple unit operation between San Bernardino – Downtown Station and Redlands – University Station.

WHEREAS, in lieu of annual funding agreements for Metrolink Service, SBCTA will document each annual BUDGET in a Resolution and provide it annually to SCRRA upon approval by SBCTA's Board of Directors.

NOW, THEREFORE, the PARTIES agree as follows:

I. TERM

a. This MOU is effective upon execution by both PARTIES and shall remain in effect so long as SBCTA is a member of the JPA and shall not terminate prior to the completion of the disbursement of the New Capital, State of Good Repair (SGR) and Operating funds to SCRRA, which are disbursed across multiple annual funding cycles, and the completion of all reports, updates or any other documentation or responsibility of the PARTIES related to the projects in each

DRAFT

Attachment: Memorandum of Understanding 24-1003060 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink

annual BUDGET. In all events, this MOU shall terminate within the time limits set forth in applicable Federal Transit Administration (FTA) procedures and regulations or by express written consent mutually agreed upon by both PARTIES. The terms and conditions set forth herein shall remain in effect unless otherwise modified. The annual subsidies for each BUDGET cycle shall be documented in a Resolution and provided annually upon approval by the SBCTA Board of Directors.

II. OBLIGATIONS AND RESPONSIBILITIES OF SCRRA

a. SCRRA agrees to provide weed abatement, debris removal, track maintenance, graffiti removal, and other related maintenance, at road crossings, as well as routine maintenance, inspection and repairs of track, structures, signal system, grade crossing warning system and communication infrastructure (collectively, "Maintenance of Way Services") within twenty (20) feet from the center line along all operational tracks within the San Gabriel Subdivision, Shortway Subdivision, or any other railroad rights of way which SBCTA may acquire in the future upon which SCRRA is the Operating Railroad, as defined by Title 49, CFR, Part 200-299, upon which passenger rail service is provided to and from San Bernardino County and within the above Subdivisions, including also the Rialto Subdivision, upon which freight rail track rights and appurtenant maintenance obligations exist pursuant to a shared use and/or joint facilities agreement administered by SCRRA on SBCTA's behalf.

b. As the Operating Railroad on behalf of SBCTA, SCRRA agrees to maintain track, signals, and crossing warning systems on the portion(s) of SBCTA-owned railroad rights of way upon which SCRRA operates Metrolink services or is otherwise subject to Surface Transportation Board jurisdiction ("ENS Signage and Maintenance Services"). SCRRA will post and maintain Emergency Notification Signs (ENS) at all crossings on the out of service areas as required by the Federal Railroad Administration (FRA), CFR Title 49 Part 234. The cost of all maintenance with respect to this Paragraph b incurred by SCRRA upon right of way which SCRRA does not operate Metrolink services will be tracked as a separate re-collectable project and billed separately to SBCTA outside of this MOU. Notwithstanding anything to the contrary in Article IV, SBCTA shall reimburse SCRRA for any maintenance performed pursuant to this paragraph b within 30 days of SBCTA's approval of a complete invoice. The invoice shall include documentation supporting the costs associated with the request for reimbursement. With respect to the Rialto Subdivision, SCRRA shall not perform any discretionary maintenance without SBCTA's prior written approval, unless such maintenance is wholly offset by payments from a freight rail operator.

c. Notwithstanding anything to the contrary in paragraphs a and b, above, or in Article IV, below, SCRRA shall not seek reimbursement from SBCTA to the extent maintenance costs are offset by compensation due to SBCTA but received by SCRRA directly from freight rail operators pursuant to freight rail operator

DRAFT

Attachment: Memorandum of Understanding 24-1003060 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink

obligations under shared use and/or joint facilities agreements administered by SCRRA on SBCTA's behalf.

d. SCRRA agrees to provide contracted law enforcement services for on-board and right-of-way incidents. The contracted law enforcement agency will provide full-service law enforcement services, which includes Coroner response and administrative support.
e. The contracted law enforcement agency will provide quarterly updates to the Member Agency Advisory Committee on the activities rendered, specifically types of services and location (including County). Of note, SCRRA currently uses the mile posts to identify where an incident occurs.
f. SCRRA agrees to provide special train service as included in the BUDGET and will coordinate schedules and service options with Member Agencies.
g. SCRRA agrees to establish fiscal controls and accounting procedures sufficient to assure proper accounting for all transactions, so that audits may be performed.
h. SCRRA shall use accounting and fiscal procedures conforming to generally accepted accounting principles (GAAP or GASB).
i. SCRRA agrees to comply with the requirements of 49 CFR, Part 26, et. seq., and all other FTA Disadvantaged Business Enterprise (DBE) rules, regulations, and policies in carrying out this MOU, and shall implement a stand-alone DBE Program that includes goal setting, outreach, monitoring, and reporting. SCRRA shall create and maintain records of compliance with the DBE obligations in this MOU and provide compliance information to SBCTA upon request.
j. SCRRA will ensure all federal funding allocated by SBCTA is processed and submitted on behalf of SBCTA to the FTA within the fiscal year allocated by the SBCTA Board of Directors.
k. SCRRA will provide quarterly reports summarizing annual actual data versus BUDGET to assist in the measurement of performance metrics.
l. SCRRA agrees to monitor expenditure deadlines for federal and state funding, and notify SBCTA one (1) year in advance of any potential loss of funds due to an inability to expend them by the deadline.
m. As applicable, SCRRA will prepare and submit all required reports to federal and state agencies in a timely manner, by the due dates established by those agencies, in order to avoid any penalties that could impair funding to SBCTA.
n. SCRRA will participate in SBCTA's Multimodal Interconnectivity Working Group, which serves as a collaborative environment with Metrolink and local bus operators, who provide feedback and advise on current and future service planning endeavors that focus on enhancing the customer experience through targeting seamless connections and transfer times, schedule modifications, and expansion and identification of relevant grant opportunities, including, but not limited to the following:
    i. Connecting services, including Arrow service and the future Brightline West and Tunnel to Ontario International Airport (ONT);

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Attachment: Memorandum of Understanding 24-1003060 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink

ii. First/Last Mile Shuttle Pilot Program with Omnitrans to improve transit connections to Metrolink:
    1. SB Connect Shuttle from the San Bernardino – Downtown Station to offices, public services, and the courts, and
    2. ONT Connect Shuttle from the Metrolink Rancho Cucamonga Station to Ontario International Airport;
iii. Tunnel to Ontario International Airport and Brightline West service at Cucamonga Metrolink station;
iv. San Bernardino Line Lilac to Rancho Double Track Project, or a portion thereof ;
v. Conversion of Diesel Multiple Units (DMUs) to Zero Emission Multiple Units (ZEMUs); and
vi. Redlands to Los Angeles Union Station Multiple Unit Implementation Plan

III. OBLIGATIONS AND RESPONSIBILITIES OF SBCTA

a. SBCTA shall participate in BUDGET development discussions with SCRRA and Member Agencies as part of the Member Agency Advisory Committee (MAAC) and provide feedback and concurrence on proposed annual projects, operations, and anticipated service needs or modifications.
b. SBCTA shall submit the annual BUDGET request to the SBCTA Board of Directors and provide written concurrence to SCRRA confirming any Board approval, allocation amounts and funding sources.
c. SBCTA shall provide feedback and coordinate grant efforts on projects, led by SBCTA or SCRRA, that benefit San Bernardino County, where applicable.
d. SBCTA shall review each SCRRA invoice for State of Good Repair (SGR) and SBCTA-approved New Capital project costs to ensure eligibility for federal reimbursement and provide concurrence to SCRRA for making timely drawdown requests to FTA for eligible expenses following approval of the invoice.
e. SBCTA shall provide SCRRA with appropriate documentation and other data as needed in coordination of audit activities and similar requests.

IV. INVOICING

a. SCRRA shall adhere to the following guidelines for invoicing and managing of Operations:
    i. SCRRA shall only utilize funding for specific line items of the approved Operating BUDGET. Any revisions to specific line items will utilize the BUDGET transfer process as outlined in SCRRA's Board approved Finance Policy 1.2 and shall include concurrence by SBCTA. For any SCRRA spending that will increase the SCRRA-approved Operating BUDGET and require an increase in Member Agency contribution, SCRRA shall obtain SBCTA approval before entering any contractual relationship that may affect SBCTA's obligations, including but not limited to, funding obligations.

DRAFT

Attachment: Memorandum of Understanding 24-1003060 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink

ii. SCRRA shall obtain written approval from the SBCTA Board of Directors prior to allocating and expending Deferred Revenue funds.

b. SCRRA shall adhere to the following guidelines for invoicing and managing of New Capital and State of Good Repair (SGR) projects:

i. SCRRA shall invoice SBCTA on a quarterly basis for reimbursement of eligible expenses by submitting a Quarterly Progress/Expenditure Report. Each invoice and accompanying Quarterly Progress/Expenditure Report shall include sufficient back-up documentation to the project level so that expenses can be tracked on a project-by-project basis. Documentation shall include copies of vendor invoices, material acquired, percent completion, timesheets, and any other documentation justifying payment to SCRRA. For fixed fee contracts, in addition to the above-mentioned documentation, SBCTA requires the milestone schedule, corresponding payment schedule, and a copy of the completed study, if applicable. No retention will be withheld by SBCTA.

ii. Aggregate invoices provided for under this Section IV shall not exceed the approved total program amount of each year as specified in the annual BUDGET request.

iii. SCRRA shall invoice SBCTA no more than the total annual approved amounts for New Capital and SGR work, excluding deferred revenue or savings from other projects completed under BUDGET currently in SCRRA's possession, for all outstanding SBCTA programmed authority, including projects programmed in previous periods. Should SCRRA provide sufficient documentation to substantiate a greater cash flow requirement, SBCTA shall review and increase necessary cash flow adjustments that would otherwise prevent SCRRA from implementing SBCTA approved projects, subject to the approval by the SBCTA Board of Directors.

iv. SCRRA, as designated applicant/recipient of FTA funds, shall comply with all applicable grant agreements and Federal requirements for projects it determines is eligible to receive federal funds.

v. SCRRA shall be responsible for managing and tracking the BUDGET and payment of eligible costs for projects in accordance with applicable Federal requirements and will retain and provide all required documentation and reports necessary to comply with Federal requirements and requests for information.

vi. New Capital and State of Good Repair (SGR) funds allocated for each year are subject to lapse and subsequent rescission in future years if not fully expended. Any unexpended funds, excluding funds approved by SBCTA for extension, will be subject to reprogramming by the SBCTA Board of Directors one (1) year prior to potential rescission.

vii. Final invoices for funds programmed as part of the annual BUDGET must be submitted before the end of the fiscal year on June 30th. Final invoices

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Attachment: Memorandum of Understanding 24-1003060 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink

for period of performance ending June 30th shall be submitted within 90 days. SCRRA shall also submit an invoice estimate for pending invoices with the period of performance ending June 30th within 60 days of the fiscal year.

viii. SBCTA shall pay invoices within 30 days of receiving a complete invoice with associated back-up documentation from SCRRA.

ix. SBCTA shall notify SCRRA within 15 days of receipt of an invoice if additional information, back-up documentation or clarification is required before payment can be issued.

c. Invoices shall be e-mailed to SBCTA at the following address: AP@gosbcta.com

V. AUTHORIZED REPRESENTATIVES

a. The persons signing this MOU represent that they are authorized to execute this MOU on behalf of their respective PARTY, and that, by so executing this MOU, the PARTIES hereto are formally bound to the provisions of this MOU.

VI. INDEMNITY

a. SCRRA shall indemnify, defend (with legal counsel reasonably approved by SBCTA), and hold harmless SBCTA, its officers, directors, members, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SCRRA, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this MOU. Funds required to satisfy this indemnity obligation shall be subject to contribution consistent with SCRRA's Board approved traditional expense allocation methodology.

b. SBCTA shall indemnify, defend, (with legal counsel reasonably approved by SCRRA) and hold harmless SCRRA, its officers, directors, member agencies, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SBCTA, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this MOU.

c. The indemnification and defense obligations of this MOU shall survive its expiration or termination.

VII. INSURANCE

a. SCRRA has submitted current fiscal year evidence of insurance to the satisfaction of SBCTA. SCRRA will provide SBCTA with a certificate of insurance annually. SCRRA shall maintain, for the duration of this MOU, current or greater levels of

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Attachment: Memorandum of Understanding 24-1003060 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink

insurance coverage, as approved by SCRRA's Board of Directors from time to time, against claims for injuries to persons, or damages to property, which may arise from or in connection with SCRRA rail operations or construction by the SCRRA, its agents, representatives, employees, or subcontractors on SBCTA property. If SCRRA proposes to reduce coverage or limits or increase deductibles or self-insured retentions in future fiscal years, then such changes shall only take place upon approval by the Member Agencies. SCRRA contractors shall maintain levels of insurance deemed appropriate by SCRRA; SBCTA shall be covered to the full extent that SCRRA is covered by such policies of insurance, subject to said policies terms and conditions.

VIII. GENERAL PROVISIONS

a. Modification: The PARTIES may amend this MOU in writing at any time. No amendment shall have any force or effect unless executed in writing by both PARTIES.

b. Severability: If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.

c. Laws and Regulations: SBCTA and SCRRA shall comply with all applicable federal, state, and local laws, statues, ordinances, and regulations of any governmental authority having jurisdiction over the BUDGET or any of the activities funded under the BUDGET.

d. Force Majeure: Either PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire or flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; or national fuel shortage when the excused PARTY gives the other PARTY written notice within forty-eight (48) hours, and provides satisfactory evidence of such cause to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control of and not due to the fault or negligence of the PARTY not performing.

e. Assignment: Neither this MOU, nor any of the PARTIES' rights, obligations, duties, or authority hereunder, may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor a waiver of any right to consent to such subsequent assignment.

f. Notices: Any notices, requests or demands made between the PARTIES pursuant to this MOU should be sent via email or hard copy to be directed as follows:

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Attachment: Memorandum of Understanding 24-1003060 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink

TO SCRRA:	900 Wilshire Blvd, Suite 1500 Los Angeles, CA 90017 Attention: Darren Kettle Chief Executive Officer Email: kettled@scrra.net Telephone: (213) 452-0255
TO SBCTA:	1170 W. 3RD St, 2nd Floor San Bernardino, CA 92410 Attention: Raymond W. Wolfe, PhD Executive Director Email: rwolfe@gosbcta.com Telephone: (909) 884-8276

g. Successors and Assigns: The provisions of this MOU shall bind and inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.

h. Survival: All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this MOU, including, but not limited to, the indemnification, reporting, auditing, repayment of improperly expended funds, and records maintenance obligations, shall survive any such expiration or termination.

i. SBCTA and SCRRA agree that PARTIES will at all times comply with provisions of the JPA as amended and as it may be amended in the future by SBCTA and the other Member Agencies. Nothing in this MOU is intended to amend or supersede any provisions of the JPA, and in the event of any conflict between the JPA and this MOU, the JPA shall take precedence.

j. Signatures: A manually signed copy of this MOU which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature.

k. Recitals: The RECITALS to this Agreement are hereby incorporated into and made a part hereof as though fully set forth herein.

This MOU shall be made effective upon execution by both PARTIES.

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

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Attachment: Memorandum of Understanding 24-1003060 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this MOU to be entered into as of the date set forth above.

SOUTHERN CALIFORNIA REGIONNAL RAIL AUTHORITY

By:_____
Darren Kettle
CEO, SCRRA

Date: _____

APPROVED AS TO FORM:

By: _____
Don Del Rio
General Counsel

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Raymond W. Wolfe
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

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Attachment: Memorandum of Understanding 24-1003060 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026 for Metrolink

METROLINK

FY26 Proposed Budget Overview
San Bernardino County Transportation Authority

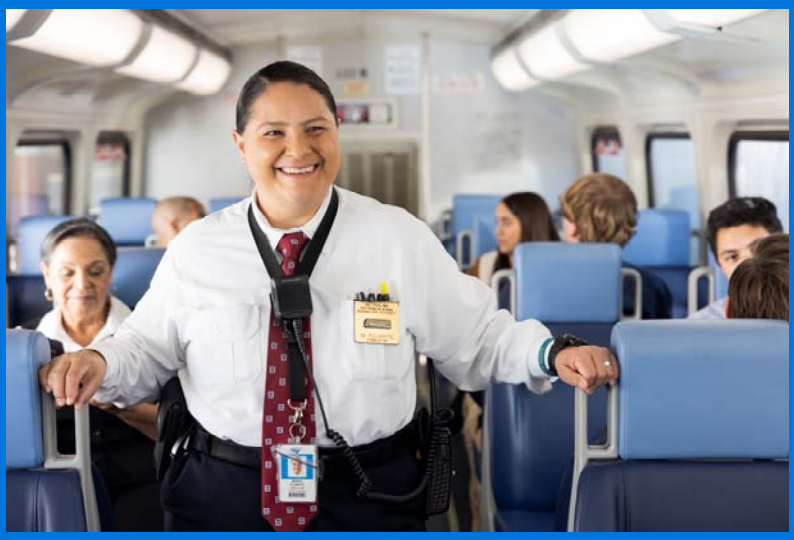
May 15, 2025

Agenda

- FY26 Operating Budget
  - Budget Challenges
  - Budget Assumptions
- FY26 Capital Program Budget
- FY26 Budget Summary

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Fiscal Year 25/26 for Metrolink Service (11626 : SCRRA

Operating Budget



3

Our Operating Budget Challenges

- Ridership and Revenue are growing slowly but continue to lag pre-pandemic numbers.
- Operating expenses increasing Year-over-Year
  - ~**60**% of the FY26 Operational costs are fixed.
- Member Agencies are projected to provide **78**% of the FY26 funding for operating expenses. A slight reduction of 2% compared to FY25.
- Financial challenges continue to place a burden on Member Agencies.

4

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Fiscal Year 25/26 for Metrolink Service (11626 : SCRRA

FY26 Operating Budget Assumptions

Service Level:

- Optimized Service Schedule

Revenue:

- Revenue / Ridership based on Updated Sperry Capital / KPMG Forecast
- No Fare Increases
- New Fare Promotions
- Student/Youth Discount 50% (No Student Ride Free Program)
- Fare Restructure Impacts

Expenses:

- Contractor Increases only as Mandated by Agreements
- 4 FTE Headcount (2 CFR 245 & 246 + 1 Legal + Outside 20' Coordinator for LA Metro)
- 3.0% Merit Pool & 3.0% COLA
- New Regulation Support – CFR 245 & 246
- 2028 Olympics Readiness
- No Special Trains (i.e. Angels Train, New Years Train, etc.)

Note: Arrow Service is a Separate Budget

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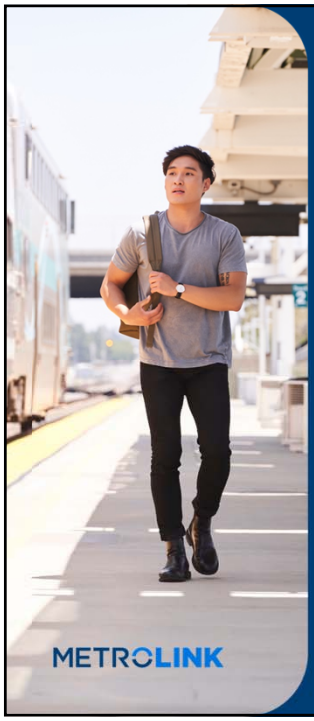


FY26 Operating Budget Overview

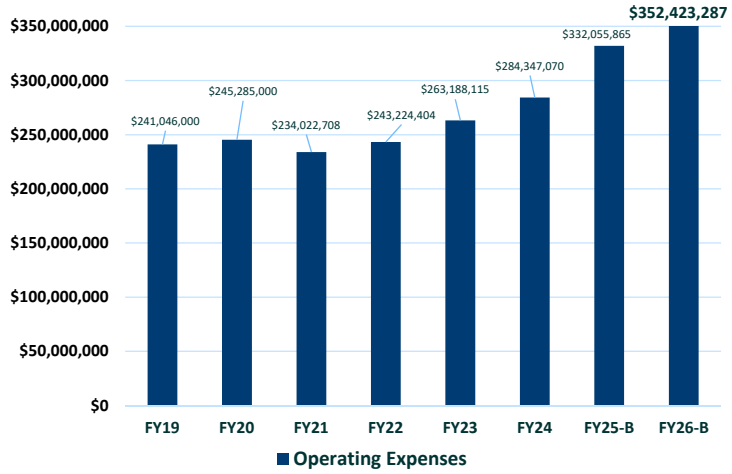
- Operating Revenue - **$76.9M**
  - Increase from FY25 of **$8.9M** or **13.1%**
- Total Expenses - **$352.4M**
  - Increase from FY25 of **$20.4M** or **6.1%**
- Member Agency Support - **$275.5M**
  - Increase from FY25 of **$11.5M** or **4.4%**

6

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Fiscal Year 25/26 for Metrolink Service (11626 : SCRRA

Operating Expenses
FY19 – FY26

Operating Expenses FY19 – FY26



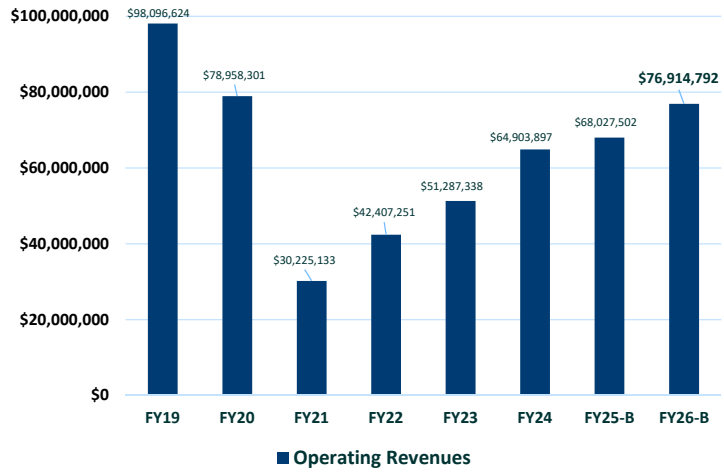
Notes:
- FY19, FY20, FY21, FY22, FY23, & FY24 Actuals
- FY25 & FY26 Budgets not Actuals

METROLINK

7

Operating Revenues
FY19 – FY26

Operating Revenues FY19 – FY26



Note:
- FY19, FY20, FY21, FY22, FY23, & FY24 Actuals
- FY25 & FY26 Budgets not Actuals (does include Student Adventure Pass)

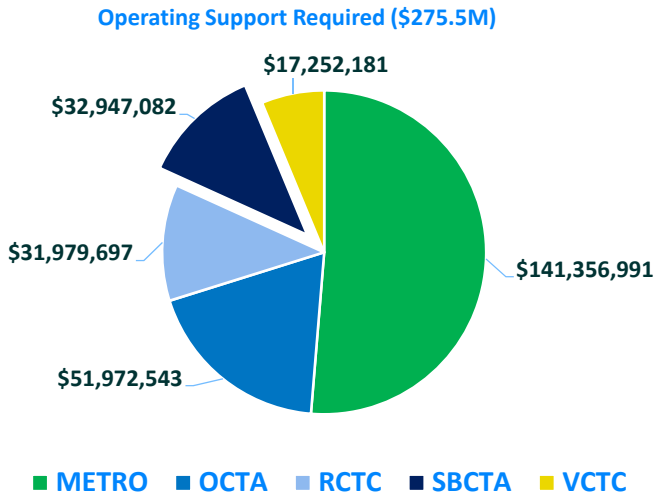
METROLINK

8

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Fiscal Year 25/26 for Metrolink Service (11626 : SCRRA

FY26 Operating Support Required from Member Agencies

FY26 Operating Support Required by Member Agency



METROLINK

Notes:
Includes LA Metro Outside 20', SBCTA SB Sheriffs, 2028 Olympics Readiness, and New Regulation – CFR 245 & 246

FY26 Operating Budget – Major Expense Drivers

($000s)	FY25 Adopted Budget	FY26 Proposed Budget	Variance FY26 Proposed vs FY25 Adopted	
			$ Variance	% Variance
Operations & Services				
Train Operators	47,776	54,293	6,517	13.64%
Materials	12,350	15,160	2,810	22.75%
Operating Facilities Maintenance	2,486	5,150	2,664	107.16%
Security - LA Sheriffs	12,785	13,785	1,000	7.82%
Security - SB Sheriffs	-	3,290	3,290	n/a
TVM Maintenance/Revenue Collection	4,929	6,035	1,107	22.45%
Marketing	3,003	3,651	648	21.57%
Station Maintenance	6,266	6,980	714	11.40%
Special Trains	500	-	(500)	-100.00%
Maintenance-of-Way				
MoW - Line Segments	44,890	52,672	7,782	17.34%
Administration & Services				
Ops Salaries & Benefits	17,764	19,553	1,789	10.07%
Indirect Administrative Expenses	24,283	26,741	2,459	10.13%
Mobilization	10,338	-	(10,338)	-100.00%
Student Adventure Pass	3,211	-	(3,211)	-100.00%
2028 Olympics Readiness	-	1,100	1,100	n/a
CFR 245-246	-	500	500	n/a
Outside 20'	1,300	2,891	1,591	122.42%

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Fiscal Year 25/26 for Metrolink Service (11626 : SCRRA

Capital Program Budget

FY26 Capital Program Overview

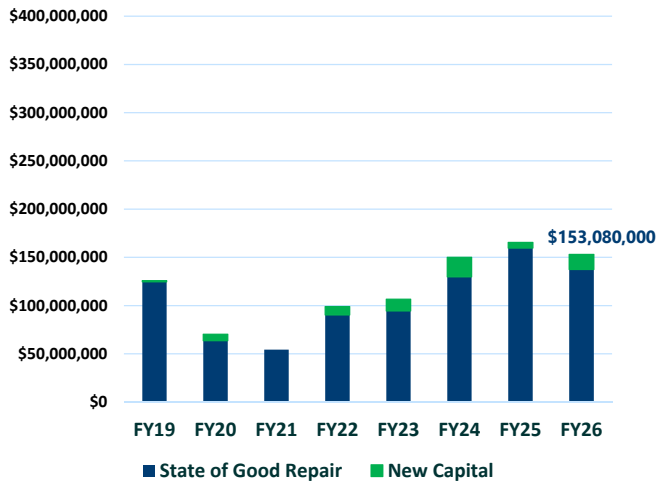
- State of Good Repair - **$137.5M**
  - Decrease from FY25 of **($22.1M)** or **-13.9%**
- New Capital - **$15.6M**
  - Increase from FY25 of **$9.7M** or **164.4%**
- Total Capital Budget - **$153.1M**
  - Decrease from FY25 of **$12.5M** or **7.5%**

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Fiscal Year 25/26 for Metrolink Service (11626 : SCRRA

FY26 Capital Program
FY19 – FY26
- State of Good Repair
- New Capital

METROLINK

Capital Program FY19 – FY26
State of Good Repair & New Capital



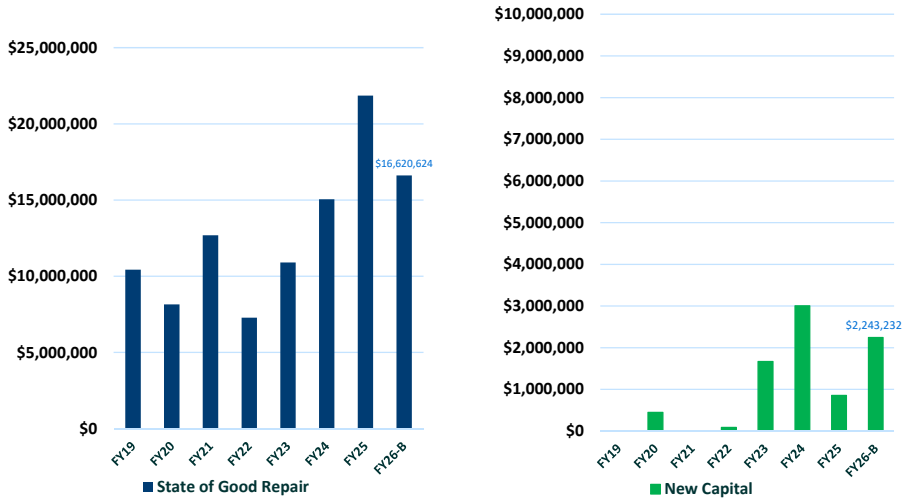
Note:
- FY23 data does not include New Capital Tier 4 Locomotive Purchase

13

Capital Program
FY19 – FY26
SBCTA Only

METROLINK

Capital Program FY19 – FY26
State of Good Repair & New Capital
SBCTA ONLY



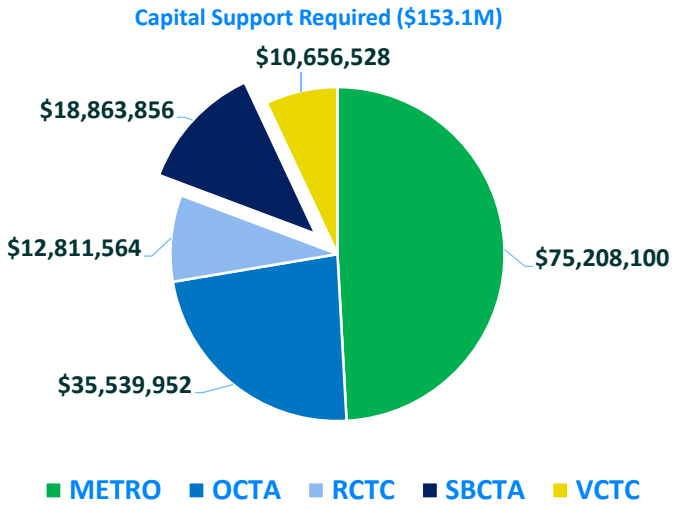
Note:
- FY23 data does not include New Capital Tier 4 Locomotive Purchase

14

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Fiscal Year 25/26 for Metrolink Service (11626 : SCRRA

FY26 Capital Program
- *State of Good Repair*
- *New Capital*

FY26 Capital Program
Support Required by Member Agency



METROLINK

15

Combined Budget
(Operating & Capital)

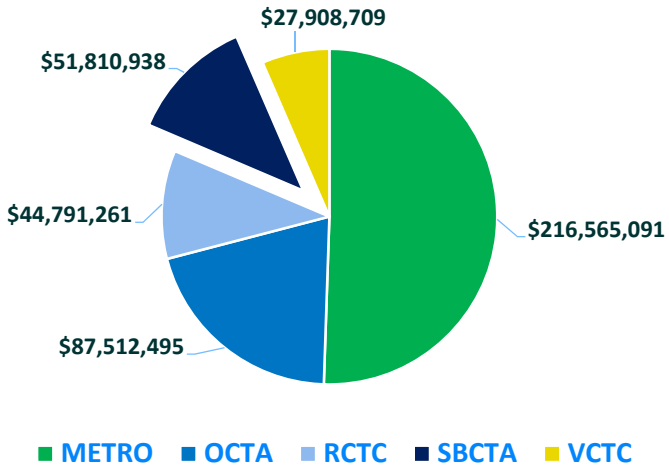
16

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Fiscal Year 25/26 for Metrolink Service (11626 : SCRRA

FY26 Combined Budget – Total Support Required

FY26 Combined Budget
Support Required by Member Agency

Total Support Required ($428.6M)



METROLINK

Notes:
Includes LA Metro Outside 20', SBCTA SB Sheriffs, 2028 Olympics Readiness, and New Regulation – CFR 245 & 246

17

FY26 Combined Budget - Year-Over-Year Variance in Total Support Required

FY26 Combined Budget
Year-Over-Year Variance in Total Support Required

FY26 Proposed Budget

	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Operating Support	141,356,991	51,972,543	31,979,697	32,947,082	17,252,181	**275,508,494**
Total Capital Support	75,208,100	35,539,952	12,811,564	18,863,856	10,656,528	**153,080,000**
Total	**216,565,091**	**87,512,495**	**44,791,261**	**51,810,938**	**27,908,709**	**428,588,494**

FY25 Adopted Budget

	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Operating Support	137,759,830	50,331,477	30,289,196	29,569,677	16,078,182	**264,028,362**
Total Capital Support	70,373,350	39,103,480	21,381,360	22,707,840	11,973,720	**165,539,750**
Total	**208,133,180**	**89,434,957**	**51,670,556**	**52,277,517**	**28,051,902**	**429,568,112**

Year-Over-Year Variance

	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Support	**8,431,911**	**(1,922,462)**	**(6,879,295)**	**(466,579)**	**(143,193)**	**(979,618)**
% variance	4.1%	-2.1%	-13.3%	-0.9%	-0.5%	**-0.2%**

METROLINK

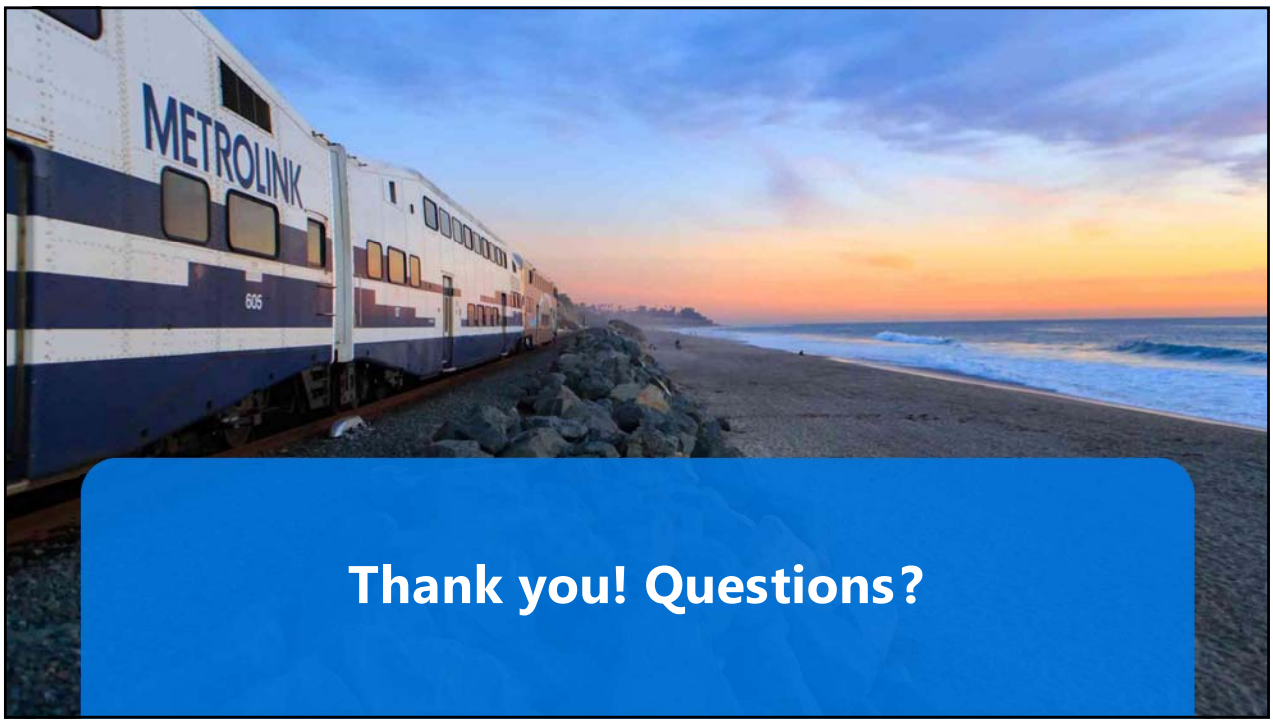
18

Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Fiscal Year 25/26 for Metrolink Service (11626 : SCRRA

FY26 Budget Summary

- Our Member Agency CEOs encouraged us to partner with consultants to review our service and equipment usage. The results of the partnership is the Optimized Service Schedule.
- We are focused on growing ridership & revenue through reimagining Metrolink.
- Our consultants advise that we will need two years to see results of the Optimized Service Schedule.
- This Budget is joint work with our Member Agencies.
- Our 4-Year forecasts adhere to the sustainability principals discussed in the Member Agency CFO & CEO meetings of remaining within a Member Agency support year-over-year growth increase of not more than 5%.

19



Attachment: (Include) Attachment A - Presentation and Proposed Preliminary Budget Fiscal Year 25/26 for Metrolink Service (11626 : SCRRA

FY26 Proposed SGR Projects by Member Agency, Line, and Project Detail List

							FUNDINGS					
PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
2858	Rehab	Ventura County Line	Ventura - LA County	Communications	VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION (LA)	Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	$456,000	$456,000	$0	$0	$0	$0	$0
3045	Rehab	ALL	All	Facilities	METROLINK CAM EXPENSES FOR FISCAL 2026	Perform rehab work at LA Union Station to address drainage issues, upgrade lighting to LED, landscape refurbishment, upgrade safety and security elements at the stations, and modernize plumbing. This is year 3 of the agreed $5,000,000 over 3 years. Future years to be negotiated.	$1,700,000	$807,500	$336,600	$188,700	$244,800	$122,400	$0
3065	Rehab	ALL	All	Train Control	PTC TRACK DATABASE AND TECHNICAL SERVICES REHAB	• Corgi is the PTC database manager, it's the interface used for geospatial data management of the track database. It has been in place since the PTC Integrator Vendor (I/V) project in 2012 and migration of PTC into revenue service on Metrolink property in 2015. The scope of work will include Phase 2 of rewriting/reprogramming Corgi so it it compliant with the latest cyber security protocols and SCRRA IDTS policies, including a major update so it can support an updated Interoperable Train Control (ITC) industry data model. This will require the Corgi Vendor to make the updates and perform DEV and Postproduction testing with SCRRA PTC staff. Additionally, as required with this overhaul any supporting tools (i.e. Wabtrax/Webtrax, ArcGIS, ESRI) or operating system updates will be completed. • PTC utilizes IBM Engineering Workflow Management (aka Jazz) to comply with CFR Title 49 part 236 supporting Configuration, Change, Discrepancy, Risk, Requirements, Records and Reporting management. This application has been in place since 2016. This program now calls for a major software upgrade but there are security and database rehab dependencies that will need to be completed as part of this project. Scope of work: - Migration of Database System from MSSQL to latest Oracle Enterprise Edition per SCRRA security and IDTS policies -Upgrade any operating systems and security tools -Update any scripting or configurations pre-deployment and post deployment -Testing -Upgrade IBM Engineering Workflow Management and its related program artifacts to the latest version & Validation This may require hardware updates upon assessment once project	$986,000	$468,350	$195,228	$109,446	$141,984	$70,992	$0

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3085	Rehab	ALL	All	Business Systems	EAM Software Optimization and future enhancements	Metrolink is focusing on improving its Transit Asset Management (TAM) best practices by leveraging the Trapeze EAM System and managing a single system of truth. As the utilization of the EAM system increases and the software evolves with each new version, staff anticipates system enhancements to continue, and business workflows to be further refined. One system improvement that is planned includes the delivery of the State of Good Repair (SGR) and Capital Planning module. This SGR module will make it easier for staff to monitor the progress towards the agency's SGR goals and to report reliability of assets and expand its ability to make improved capital investment decisions. This along with other planned system and process improvements are expected to add value and allow improved decision-making by the asset managers. These additional system improvements will require a commensurate level of asset management technical support, targeted training, and system implementation efforts. These resources will work in collaboration with each business unit to ensure asset strategies and objectives are being achieved. This includes leveraging data from the EAM System, which considers benefits and risks associated with each asset, rigorous assessment of asset conditions to guide lifecycle management, implementation of new asset management procedures, combining agency engineering and operational functional requirements. In addition, the agency is developing a new EAM Learning & Development Program and will require dedicated contracted support to deliver and execute the proposed framework. Which includes a comprehensive, centralized and effective training program that will meet the agency's training goals and objectives. Contracted support includes technical instructional designer and coordinators to support the Learning Management System implementation and to work collaboratively with our 3rd party vendors to ensure all training needs are met and the agency complies with all applicable federal rail administration regulations.	$1,500,000	$712,500	$297,000	$166,500	$216,000	$108,000	$0
3105	Rehab	ALL	All	Rolling Stock	Bombardier Railcar Rebuild (EP199-19)	BUDGET REDUCED BY 50% FROM $22M to $11MM - SCOPE STILL TO BE REDUCED BY 50% • Continue to rebuild on remaining 33 Bombardier cars as next option orders • Extend lifecycle by 15 years • Upgrade Bombardier railcar onboard system for safety and convenience. ORIGINAL SCOPE ABOVE – SCOPE STILL NEEDS TO BE REDUCED.	$11,026,000	$5,237,350	$2,183,148	$1,223,886	$1,587,744	$793,872	$0
3146	Rehab	ALL	All	Information Technology	Rehab of End-User Equipment, Printers, and Conference Rooms	This project aims to rehabilitate and upgrade a range of end-user equipment - including laptops, desktops, monitors, docking stations, tablets, Ricoh and HP printers, and conference room technology such as video and audio equipment - to enhance operational efficiency by reducing downtime caused by outdated or malfunctioning technology, ensure reliable performance through regular maintenance and upgrades to minimize the risk of technical issues, improve user experience by providing modern equipment that effectively meets their needs, support organizational growth by establishing a foundation for future technological innovations, and strengthen cybersecurity.	$486,000	$230,850	$96,228	$53,946	$69,984	$34,992	$0
3165	Rehab	ALL	All	Track	FY26 Systemwide Track Measurement Systems	Condition assessments, and measurement systems for Track, Track components, and also Systemwide Asset Management, MRP Updates, and SGR Planning and reporting.	$1,500,000	$712,500	$297,000	$166,500	$216,000	$108,000	$0

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3166	Rehab	Ventura County Line	Ventura - VC County	Track	SoGR_FY26_VENTURA (VC)_TRACK	BUDGET DECREASED BY 70%; SCOPE STILL TO BE DECREASED ACCORDINGLY. Ventura Sub (VC) Track Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings Specific Work will include: 3,000 Ties; 1 Road Crossing BUDGET DECREASED from $2,606K to $781K; SCOPE STILL TO BE DECREASED ACCORDINGLY.	$781,000	$0	$0	$0	$0	$781,000	$0
3167	Rehab	Ventura County Line	Ventura - VC County	Structures	SoGR_FY26_VENTURA (VC)_STRUCTURES_DESIGN	Ventura (VC) Sub Structures Design addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: Update Bridge Load Ratings for Bridges on Ventura Sub in Ventura County Design and Environmental Clearance for 5 culverts in Ventura County Budget reduced by 25%; need to adjust descope.	$773,000	$0	$0	$0	$0	$773,000	$0
3168	Rehab	Ventura County Line	Ventura - VC County	Train Control	SoGR_FY26_VENTURA (VC)_SIGNAL	Ventura (VC) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: - Signal systems - Crossing systems Specific Work will include Upgrading control points and crossings Budget reduced by 35%; NEED TO ADJUST SCOPE.	$2,008,000	$0	$0	$0	$0	$2,008,000	$0
3172	Rehab	Ventura County Line	Ventura - LA County	Structures	SoGR_FY26_VENTURA (LA)_STRUCTURES_DESIGN	Ventura (LA) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: Design and Environmental Clearance for 5 culverts in LA County Design for 3 Bridges in LA County Budget reduced by 45%; need to adjust descope.	$1,275,000	$1,275,000	$0	$0	$0	$0	$0
3173	Rehab	San Bernardino LIne	San Gabriel	Train Control	SOGR_FY26_SAN GABRIEL_SIGNAL	BUDGET DECREASED BY 65%; SCOPE STILL TO BE DECREASED ACCORDINGLY. San Gabriel (SG) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems (7) VHLC (3) Crossings BUDGET DECREASED from $12.6M to $4.4M; SCOPE STILL TO BE DECREASED ACCORDINGLY.	$4,425,000	$2,655,000	$0	$0	$1,770,000	$0	$0

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3174	Rehab	San Bernardino LIne	San Gabriel	Track	SOGR_FY26_SAN GABRIEL_TRACK	BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY. San Gabriel (SG) Track Rehabilitation addresses five major components to suffieciently rehabilitate aging infrastructure and growing backlog: -Rail -Ties -Crossings -Special Trackwork -Ballast Specific work will include: Replacing 7546 feet of Rail Upgrading 1 crossing Replace 2 turnouts Ballast to support projects listed BUDGET DECREASED from $6.8M to $3.4 M; SCOPE NEEDS TO BE DECREASED.	$3,408,000	$2,044,800	$0	$0	$1,363,200	$0	$0
3176	Rehab	San Bernardino LIne	San Gabriel	Structures	SOGR_FY26_SAN GABRIEL_STRUCTURES_CONSTRUCTION	San Gabriel (SG) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: REPLACE (4) CULVERTS/BRIDGES THAT HAVE DESIGNED/ENVIRONMENTALLY CLEARED WITH FY-22 FUNDING Budget reduced by 25%; need to adjust descope.	$4,875,000	$2,925,000	$0	$0	$1,950,000	$0	$0
3177	Rehab	ALL	River	Train Control	SOGR_FY26_RIVER_SIGNAL	River (RV) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems UPGRADE (2) CONTROL POIINT HOUSE AND SIGNALS Budget reduced by 30%; need to adjust descope.	$3,010,000	$1,429,750	$595,980	$334,110	$433,440	$216,720	$0
3178	Rehab	ALL	River	Structures	SOGR_FY26_RIVER_STRUCTURES_DESIGN	River (RV) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: River Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges *DESIGN ONLY* Bridge load rating analysis updates, design and/or repair recommendations, and alternative analysis and environmental clearance Budget reduced by 35%; need to adjust descope.	$1,625,000	$771,875	$321,750	$180,375	$234,000	$117,000	$0

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3179	Rehab	ALL	River	Track	SOGR_FY26_RIVER_TRACK	River (RV) Track Rehabilitation addresses five major components to sufficiently rehabilitate aging infrastructure and growing backlog: -Rail -Ties -Crossings -Special Trackwork -Ballast Specific work will include: REHAB (7) TURNOUTS Budget reduced by 35%; need to adjust descope.	$2,893,000	$1,374,175	$572,814	$321,123	$416,592	$208,296	$0
3180	Rehab	Perris Valley Line	San Jacinto (PVL)	Train Control	SOGR_FY26_PERRIS_VALLEY_SIGNAL	Perris Valley (PVL) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems Upgrade (3) VHLC Budget reduced by 35%; need to adjust scope.	$2,018,000	$0	$0	$2,018,000	$0	$0	$0
3185	Rehab	ALL	All	Information Technology	Rehab of Network Device Assets (Corporate and Train Control)	Replace Cisco Switches, Cisco Meraki Wireless Access Points and Palo Alto Firewalls that are reaching end of support BUDGET DECREASED by 8% from $923K; SCOPE MAY NEED TO BE DECREASED.	$850,000	$403,750	$168,300	$94,350	$122,400	$61,200	$0
3187	Rehab	ALL	All	Information Technology	Upgrade of Metrolink Server Infrastructure Environment	Metrolink IDTS is planning on upgrading its server environment, moving away from a dependency of VMware and migrating towards Nutanix.	$483,000	$229,425	$95,634	$53,613	$69,552	$34,776	$0
3205	Rehab	Antelope Valley Line	Valley	Track	SoGR_FY26_VALLEY_TRACK	BUDGET DECREASED BY 38%; SCOPE STILL TO BE DECREASED ACCORDINGLY. Valley Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork - Ballast Specific work will includes: TIES: 11,000 Wood Tie Replacement RAIL: 10,000ft of Rail to address curves BALLAST: Ballast to support projects listed. " BUDGET DECREASED from $9.7M to $6.3M; SCOPE NEEDS TO BE ADJUSTED.	$6,005,000	$6,005,000	$0	$0	$0	$0	$0
3206	Rehab	Antelope Valley Line	Valley	Structures	SoGR_FY26_VALLEY_STRUCTURES_CONSTRUCTION	Valley Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Construction funds for Valley Sub Structure repairs that will be designed with FY22 funds. This would address up to This would address up to 6 Structures of 10 on the Valley Sub that will be made Shovel-Ready with FY22 Design. These funds are needed due to construction cost escalation issues Metrolink has recently experienced. Budget reduced by 25%; need to adjust scope.	$4,875,000	$4,875,000	$0	$0	$0	$0	$0

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3207	Rehab	Antelope Valley Line	Valley	Train Control	SoGR_FY26_VALLEY_SIGNAL	BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY. Valley Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading Control Points (CP) and intermediates *Crossing systems - Upgrading crossings 1> 1 EL1A Upgrade (Construction Only) 2> 2 Crossings 3> 1 EL1A Upgrade 4> 1 VHLC Upgrade 5> 1 HB-DE Detector Upgrade BUDGET DECREASED from $8.9M to $4.475M; SCOPE NEEDS TO BE ADJUSTED.	$4,475,000	$4,475,000	$0	$0	$0	$0	$0
3208	Rehab	Orange County Line	Orange	Train Control	SoGR_FY26_ORANGE_SIGNAL	Orange Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading Control Points (CP), intermediates and HT Switches *Crossing systems - Upgrading crossings 1> Control Point - VHLC Upgrade 2> Intermediates - Signals 3> Hand Throw Switches 4> Crossings Budget reduced by 30%; need to adjust scope.	$7,350,000	$0	$7,350,000	$0	$0	$0	$0
3210	Rehab	Orange County Line	Orange	Structures	SoGR_FY26_ORANGE_STRUCTURES_CONSTRUCTION	Orange Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: This budget will provide additional construction funds for up to 2 of 12 structures that will be constructed with partial funds from the FY24 and FY25 budget, primarily in the Dana Point and San Clemente area. Projects were designed with FY24 funds. These funds are needed due to construction cost escalation issues Metrolink has recently experienced. Budget reduced by 25%; need to adjust scope.	$3,750,000	$0	$3,750,000	$0	$0	$0	$0
3212	Rehab	Orange County Line	Orange	Track	SoGR_FY26_ORANGE_TRACK	Orange Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork - Ballast Specific work will includes: RAIL: Upgrade 115# to 136# Rail Tangent North Rail (Approx. 15,000 LF) SPECIAL TRACKWORK: 2 - #20 turnouts BALLAST: Ballast to support projects listed. Budget reduced by 35%; need to adjust scope.	$5,363,000	$0	$5,363,000	$0	$0	$0	$0

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3225	Rehab	ALL	All	Train Control	FY26 Back-Office Train Control System Rehab	Systemwide Train Control Systems Rehabilitation addresses PTC, Centralized Train Control systems and equipment to sufficiently rehabilitate aging infrastructure and growing backlog. See the justification section for discussion on aged assets and standard life. Train Control Back Office: 1) DOC/MOC/Vegas Servers 2) CAD Workstations and Monitors 3) CAD/BOS/MDM/IC3 4) Train Control Firewall, Routers and Switches	$2,918,000	$1,386,050	$577,764	$323,898	$420,192	$210,096	$0
3226	Rehab	ALL	All	Non-Revenue Fleet	FY26 Systemwide MOW and Ops vehicle and equipment replacement	Replace MOW and Ops. vehicles that are beyond their useful life and no longer reliable to support rail operations. The amount is based on MRP. The vehicles and equipment replaced will be based on the availability of ZEV (Zero Emission Vehicles) and will replace fleet of specialized & operations vehicles, equipment and tools that support the timely repair and rehabilitation of the overall rail corridor right-of-way.	$3,135,000	$1,489,125	$620,730	$347,985	$451,440	$225,720	$0
3229	Rehab	ALL	All	Rolling Stock	Rotem HVAC Overhaul/Rebuild	• Overhaul/rebuild on Hyundai Rotem HVAC units and controller box. • Out-Of-Scope Repair as needed.	$2,407,000	$1,143,325	$476,586	$267,177	$346,608	$173,304	$0
3230	Rehab	ALL	All	Train Control	FY26 ON-BOARD TRAIN CONTROL SYSTEMS REHAB	Upgrade the remaining PTC equipment and software on locomotives that have not been updated in the past 7–12 years. With evolving standards and the phasing out of certain technologies, more equipment is becoming obsolete and in need of modernization.	$2,500,000	$1,187,500	$495,000	$277,500	$360,000	$180,000	$0
3233	Rehab	ALL	All	Rolling Stock	Rotem Door Overhaul Data Logging Door Control Panel	• Install data logger on door control system to improve the maintainability against one of the top road issues.	$1,100,000	$522,500	$217,800	$122,100	$158,400	$79,200	$0
3234	Rehab	ALL	All	Rolling Stock	F125 Intermediate Engine Overhaul	• Engine overhaul - clean, inspect, and replace parts. • Total 42 engines.	$15,072,000	$7,159,200	$2,984,256	$1,672,992	$2,170,368	$1,085,184	$0
3235	Rehab	ALL	All	Rolling Stock	Metrolink Communication System Overhaul	• Communication System Power Supply Install (fleet-wide) • Interior destination screens • Control Unit Upgrade • Side Destination Screen Control Unit Upgrade • Car built-in conductor PA.	$1,001,000	$475,475	$198,198	$111,111	$144,144	$72,072	$0
3237	Rehab	ALL	All	Rolling Stock	Car End-Door System Improvement	• Improvement in passengers' comfort in opening end-door of Bombardier & Talgo-SYSTRA cars. • New design on the end-door mechanism. • All legacy Bombardier car and Talgo-SYSTRA car.	$454,000	$215,650	$89,892	$50,394	$65,376	$32,688	$0
3239	Rehab	ALL	All	Facilities	LAUS Backup Generator Replacement	Replace 2 1995 and 1996 back-up generators providing backup power to LAUS switches, signaling and comm shelter. Olympian 95A01920-S 1995 Olympian 96A04252-S 1996	$327,000	$155,325	$64,746	$36,297	$47,088	$23,544	$0

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3242	Rehab	ALL	All	Information Technology	MOW - Rolling Stock Trapeze	EAM Application – Role: Administrator to support EAM Application. In support of the Agency's EAM efforts and system wide roll out of Trapeze, IT requires consultant support until a permanent position is filled. This initial funding will cover approximately two years of FTE support. A. As an administrator of EAM application, support all user groups that uses different modules of application. B. Dispatch Operations team – Major and minor schedule changes, equipment cycles, training to new dispatch team members, refresher training and any issues related dispatching of trips. Also helps with Incident management module by automating Delay creation, entering new Delay codes, retiring existing delay codes etc. C. Mechanical (Rolling stock) team – Helps Rolling stock team with equipment maintenance like PM (Preventive Maintenance) and Repair work orders. Setting new PM schedules, changes to existing schedules, new reports, and training. Helps Alstom team with any issues related to EAM application. D. Material management team – Helps materials team with Inventory counts, reports and any issue with application, receiving and PO interfaces. E. Facilities team – Helps Facilities team with PM schedules, Asset configuration, parent-child relation setups and any issues with Mobile focus app. F. MOW (Maintenance of Way) Team – Communications and Structures team are recently gone live with EAM application. Helps these team with any issues with PM work orders, general application issues and training.	$414,000	$196,650	$81,972	$45,954	$59,616	$29,808	$0
3246	Rehab	Antelope Valley Line	Valley	Structures	SoGR_FY26_VALLEY_TUNNEL 25 DESIGN	BUDGET DECREASED BY 8%; SCOPE STILL TO BE DECREASED ACCORDINGLY. Tunnel 25 Track and Drainage improvements (TO BE FILLED IN WHEN FEASIBILITY STUDY IS COMPLETE). Need $5M upfront for geo test testing/drilling, and design for slab track section. The total project cost will be around $40M. BUDGET DECREASED from $5M to $4.6M; SCOPE MAY NEED TO BE ADJUSTED.	$4,600,000	$4,600,000	$0	$0	$0	$0	$0
3266	Rehab	ALL	All	Rolling Stock	Hyundai-Rotem Railcar Overhaul	BUDGET DECREASED BY 60%; SCOPE STILL TO BE DECREASED ACCORDINGLY. • General overhaul on board system such as truck, brake system, coupler, diaphragm, windows, restroom, rubber floor, exterior scheme, next generation door engine, etc. • Upgrades onboard system - convenience outlet at every seat, door obstacle detection system, etc. BUDGET DECREASED from $25M to $10M; SCOPE NEEDS TO BE ADJUSTED.	$10,008,000	$4,753,800	$1,981,584	$1,110,888	$1,441,152	$720,576	$0
3268	Rehab	ALL	All	Track	SOGR_FY26_SYSTEMWIDE TRACK REHABILITATION_Rail Grinding/Surfacing	Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail Grinding: ongoing systemwide program (~$1.5M) - Surfacing Program to restore track profiles and cross sections (~$2M) - Vac Truck: Cleaning fouled ballast at select systemwide (~$1.5M)	$5,000,000	$2,375,000	$990,000	$555,000	$720,000	$360,000	$0

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3271	Rehab	Orange County Line	Orange	Communications	ORANGE SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	Orange Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	$480,000	$0	$480,000	$0	$0	$0	$0
3272	Rehab	ALL	All	Facilities	CMF Roof Replacement	Replace dilapidated roofs at CMF they are beyond their useful life and repair. Phase 1 - Modified Bitumen: material control and office flat roofs, all cutters, removal of decommissioned HVAC equipment. $1.8M Phase 2 - standing seam roof; progressive, loco, car shops.	$1,463,000	$694,925	$289,674	$162,393	$210,672	$105,336	$0
3273	Rehab	San Bernardino LIne	San Gabriel	Communications	SAN GABRIEL SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	San Gabriel Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	$639,000	$383,400	$0	$0	$255,600	$0	$0
3274	Rehab	ALL	River	Communications	RIVER SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	River Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	$242,000	$114,950	$47,916	$26,862	$34,848	$17,424	$0
3275	Rehab	Ventura County Line	Ventura - VC County	Communications	VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	$332,000	$0	$0	$0	$0	$332,000	$0
3276	Rehab	Antelope Valley Line	Valley	Communications	VALLEY SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION		$450,000	$450,000	$0	$0	$0	$0	$0
3277	Rehab	Freight RR ROW	Riverside	Communications	RIVERSIDE LINE TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	Riverside Line Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: Customer Information Systems - Shelter Environmental Subsystems. Specifically (PEDELY, WEST CORONA, NORTH MAIN CORONA, LA SIERRA STATIONS) Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors. Note: cut EAST ONTARIO station from this scope as it resides in SB County.	$368,000	$0	$0	$368,000	$0	$0	$0

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3285	Rehab	Freight RR ROW	Freight RR ROW	Communications	LOS ANGELES FREIGHT ROW CIS, SYSTEMS REHABILITATION	LOS ANGELES FREIGHT ROW Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog for the Customer Information Systems - Video Surveillance and Security Systems. SPECIFICALLY LOOKING TO UPGRADE CUSTOMER INFORMATION SYSTEMS AT (COMMERCE, MONTEBELLO AND INDUSTRY STATIONS) FOR FY26. Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	$450,000	$450,000	$0	$0	$0	$0	$0
3365	Rehab	ALL	All	Rolling Stock	MP36 Locomotive Service Life Extension & Repair	BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY. The MP36 OOS & Service Life Extension project is scoped to send 4 “base” units in for Heavy Repair to allow them to return to service. The ask of $12.4M being requested for FY-26 will allow us to overhaul the entire fleet and extend the life of the fleet by 15 more years. With the inclusion of this ask of $12.5M we will be able to overhaul all the units and be ready for the Olympics. The prior funding associated with this project is as follows: FY21 = $1M FY23 = $3.6M FY24 = $3.6M FY25 = $8.316M This is an ongoing program with the current funding associated with procurement that is expected to be executed by May 2025. BUDGET DECREASED from $12.5M to $6.2M; SCOPE NEEDS TO BE ADJUSTED. THIS WILL NOT BE THE FINAL ASK DUE TO THE BUDGET REDUCTION.	$6,246,000	$2,966,850	$1,236,708	$693,306	$899,424	$449,712	$0
						SGR TOTAL	**$137,502,000**	**$67,808,550**	**$32,455,508**	**$11,082,406**	**$16,620,624**	**$9,534,912**	**$0**
						PROJECT COUNT	**48**						

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION (LA)

SCOPE

TYPE: REHAB | MRP |

Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:
- Positive Train Control (PTC) systems
- Centralized train control systems
- Communication Back-haul systems
- Customer Information Systems
- Video Surveillance and Security Systems
- Voice Communication Systems
- System Power Components
- Shelter Environmental Subsystems

Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.

Mile Posts: 441.24 - 460.8

Division: Ventura - LA County County: LA Asset Type: Communications

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

SCRRA's communications systems infrastructure has evolved over the past 30 years, which requires changes in technology. Much of SCRRA's infrastructure has aged to the point of its useful life, is obsolete or is no longer supported by its manufacturer. SCRRA's long-term goal is to upgrade and replace existing infrastructure to not only maintain a good state of repair, but to enhance its communications systems to stay at the forefront of available technologies. FY25 Ventura (LA) Comm Project was not funded, so there is a funding need to maintain SoGR.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... Low

RISK CREATED BY NON-IMPLEMENTATION

The Metrolink system not being in a state of good repair can result in reduced service reliability (which lead loss of patrons), increased operating costs (cost increases if deferred to the future), and potential for train incidents.

Current Age: 24 Year(s) Standard Lifespan: 15 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$59,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$110,000		
CONSTRUCTION	$200,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$42,000		
* SUPPORT STAFF	$14,000		
* CONSULTANT	$0		
CONTINGENCY	$26,000		
TOTAL	$456,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$34,200	$34,200	$34,200	$34,200	$136,800
2028	$45,600	$45,600	$45,600	$45,600	$182,400
2029	$34,200	$34,200	$34,200	$34,200	$136,800
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

SMITHL PROJECT# 3045.00

PROJECT : METROLINK CAM EXPENSES FOR FISCAL 2026

SCOPE

TYPE: REHAB | NON-MF

Perform rehab work at LA Union Station to address drainage issues, upgrade lighting to LED, landscape refurbishment, upgrade safety and security elements at t stations, and modernize plumbing. This is year 3 of the agreed $5,000,000 over 3 years. Future years to be negotiated.

Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership
2. (Goal 2: Maintain Fiscal Sustainability) Increase fare revenue
3. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Short pay CAM expenses from FY 2019 to current -Pay current station share of rehab costs for the use of Union Station.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... Average

We are going to get billed by Metro and pay our share.

RISK CREATED BY NON-IMPLEMENTATION

Failure to implement improvements can lead to lead station vulnerability, additional co in utilities and subcontractor.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$1,600,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$14,000		
PROJECT MANAGEMENT			
* P.M STAFF	$5,000		
* SUPPORT STAFF	$15,000		
* CONSULTANT	$0		
CONTINGENCY	$66,000		
TOTAL	$1,700,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOT
2026	$0	$0	$0	$1,360,000	$1,360,
2027	$85,000	$85,000	$85,000	$85,000	$340,
2028	$0	$0	$0	$0	
2029	$0	$0	$0	$0	
2030	$0	$0	$0	$0	
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

ARMASE PROJECT# 3065.00

PROJECT : PTC TRACK DATABASE AND TECHNICAL SERVICES REHAB

SCOPE

TYPE: REHAB | NON-MRP |

• Corgi is the PTC database manager, it's the interface used for geospatial data management of the track database. It has been in place since the PTC Integrator Vendor (I/V) project in 2012 and migration of PTC into revenue service on Metrolink property in 2015. The scope of work will include Phase 2 of rewriting/reprogramming Corgi so it it compliant with the latest cyber security protocols and SCRRA IDTS policies, including a major update so it can support an updated Interoperable Train Control (ITC) industry data model. This will require the Corgi Vendor to make the updates and perform DEV and Postproduction testing with SCRRA PTC staff. Additionally, as required with this overhaul any supporting tools (i.e. Wabtrax/Webtrax, ArcGIS, ESRI) or operating system updates will be completed.
• PTC utilizes IBM Engineering Workflow Management (aka Jazz) to comply with CFR Title 49 part 236 supporting Configuration, Change, Discrepancy, Risk, Requirements, Records and Reporting management. This application has been in place since 2016. This program now calls for a major software upgrade but there are security and database rehab dependencies that will need to be completed as part of this project.
Scope of work:
-Migration of Database System from MSSQL to latest Oracle Enterprise Edition per SCRRA security and IDTS policies
-Upgrade any operating systems and security tools
-Update any scripting or configurations pre-deployment and post deployment
-Testing
-Upgrade IBM Engineering Workflow Management and its related program artifacts to the latest version & Validation. This may require hardware updates upon assessment once project is ready to start. Support from SCRRA's internal IT will be required as these programs reside on the SCRRA IT infrastructure. PTC Staff and consultants would provide additional support.

Mile Posts: n/a

Division: All County: ALL Asset Type: Train Control

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 4: Retain and Grow Ridership) Improve service reliability

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

To remain compliant with the latest regulatory, security, and industry standards the PTC applications of Corgi and IBM Engineering Workflow Management and their infrastructure require rehab. This will also support the state of good repair, as Corgi supports PTC track database changes tied to rehabilitation, capital and third-party projects. It also supports any PTC database changes tied to to PTC efficiency and smart projects (i.e., WCNSS, EO-PTC), including interoperable operations. IBM Engineering Workflow Management is the program used to support the regulatory required PTC configuration revision control measures and record keeping.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... Low

This does not directly impact service, but it can impact the ability to deliver projects and putting changes into service.

RISK CREATED BY NON-IMPLEMENTATION

Unable to support any project delivery projects or capital projects that require PTC track database updates and support any updates to interoperable operations. Unable to remain complaint with security and regulatory requirements impacting the configuration revision control measures in place for PTC. Potential cyber security exposure without required updates in place.

Current Age: 12 Year(s) Standard Lifespan: 7 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$200,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$8,000		
PROJECT MANAGEMENT			
* P.M STAFF	$16,000		
* SUPPORT STAFF	$84,000		
* CONSULTANT	$588,000		
CONTINGENCY	$90,000		
TOTAL	$986,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$123,250	$123,250	$123,250	$123,250	$493,000
2028	$123,250	$123,250	$123,250	$123,250	$493,000
2029	$0	$0	$0	$0	$0
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : EAM SOFTWARE OPTIMIZATION AND FUTURE ENHANCEMENTS

SCOPE

TYPE: REHAB | MRP |

Metrolink is focusing on improving its Transit Asset Management (TAM) best practices by leveraging the Trapeze EAM System and managing a single system of truth. As the utilization of the EAM system increases and the software evolves with each new version, staff anticipates system enhancements to continue, and business workflows to be further refined. One system improvement that is planned includes the delivery of the State of Good Repair (SGR) and Capital Planning module. This SGR module will make it easier for staff to monitor the progress towards the agency's SGR goals and to report reliability of assets and expand its ability to make improved capital investment decisions. This along with other planned system and process improvements are expected to add value and allow improved decision-making by the asset managers.

These additional system improvements will require a commensurate level of asset management technical support, targeted training, and system implementation efforts. These resources will work in collaboration with each business unit to ensure asset strategies and objectives are being achieved. This includes leveraging data from the EAM System, which considers benefits and risks associated with each asset, rigorous assessment of asset conditions to guide lifecycle management, implementation of new asset management procedures, combining agency engineering and operational functional requirements.

In addition, the agency is developing a new EAM Learning & Development Program and will require dedicated contracted support to deliver and execute the proposed framework. Which includes a comprehensive, centralized and effective training program that will meet the agency's training goals and objectives. Contracted support includes technical instructional designer and coordinators to support the Learning Management System implementation and to work collaboratively with our 3rd party vendors to ensure all training needs are met and the agency complies with all applicable federal rail administration

Mile Posts: n/a Division: All County: ALL Asset Type: Business Systems

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 4: Retain and Grow Ridership) Increase system utilization
4. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
5. (Goal 2: Maintain Fiscal Sustainability) Increase fare revenue

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

In 2021, Metrolink began optimizing and building out the Enterprise Asset Management (EAM) System that was suffering from lack of attention and funding deficits. Since this time, the agency has been able to consolidate siloed asset management systems into a single system of record establishing a consistent and solid asset foundation, based upon high quality data, and improved business workflows. This has led to business units being able to capture asset maintenance records and asset condition data to make more informed decisions over an asset life cycle. It's important to continue these investments in the EAM System and maintain the agency's assets in a State of Good Repair (SGR). A key limitation noted in a recent 2023 Federal Transit Administration sponsored TAM Best Practices assessment; identified the need for the agency to continue to enhance its EAM System and establish formal, data driven condition-based support tools so that decisions are made while considering the full life-cycle costs. The agency is responding to these findings and is currently working on implementing a Rail Friction Management decision support tool on a pilot basis that will prioritize rail segments to improve grinding and recommend optimal grinding strategies for segments and routes to maximize asset life extension leading to cost savings. The output from this pilot will also provide the agency with unique decay curves that can be input into the EAM System SGR module when implemented.

However, the Facilities, Rolling Stock and Maintenance of Way departments will require a commensurate level of technical support to deliver data analytics, refined business processes, condition and risk frameworks that take into consideration calculated rankings to drive prioritization and actionable projects. Furthermore, the business units will benefit from technical support as they work towards delivering their asset class strategies. The added technical support will also be utilized to acquire necessary business requirements for future EAM System enhancements, providing data science and analytics, creating and reporting Key Performance Indicators, assisting with application programming interfaces improving business processes, and working in collaboration with the EAM Learning & Development Team to ensure all applicable functional application training is delivered in compliance with CFR requirements. Ultimately this technical support will be instrumental in enhancing the agency's asset management capabilities, and create greater efficiency, accuracy, and standardization in asset management processes and maximizing the potential of the Trapeze EAM System.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

The risk of not continuing to improve the agency's asset management practices and its primary decision support tool could lead to poorly understood risks, excessive maintenance and capital costs, and noncompliance with federal

Current Age: 125 Year(s) Standard Lifespan: 0 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$600,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$15,000		
PROJECT MANAGEMENT			
* P.M STAFF	$139,000		
* SUPPORT STAFF	$49,000		
* CONSULTANT	$585,000		
CONTINGENCY	$112,000		
TOTAL	$1,500,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$56,250	$56,250	$56,250	$56,250	$225,000
2028	$131,250	$131,250	$131,250	$131,250	$525,000
2029	$131,250	$131,250	$131,250	$131,250	$525,000
2030	$56,250	$56,250	$56,250	$56,250	$225,000
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

HAD PROJECT# 3105.00

PROJECT : BOMBARDIER RAILCAR REBUILD (EP199-19)

SCOPE

TYPE: REHAB | MRP |

BUDGET REDUCED BY 50% FROM $22M to $11MM - SCOPE STILL TO BE REDUCED BY 50%
• Continue to rebuild on remaining 33 Bombardier cars as next option orders
• Extend lifecycle by 15 years
• Upgrade Bombardier railcar onboard system for safety and convenience.
ORIGINAL SCOPE ABOVE – SCOPE STILL NEEDS TO BE REDUCED.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

• SCRRA has 1st generation Bombardier car in 88 quantities that was delivered back 1992. All these 88 cars Almost 30 years degraded conditions.
• Multiple OEM parts that are obsolete.
• FTA recommended life-cycle extension program.
• $59M is to complete remaining 33 cars with FY25 of $23.6M - EP199-19 contractor (Talgo-SYSTRA) is confirming the delivery schedule of the last car to be delivered to LA before 2028 LA Olympic.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

• Increase of impact to revenue service due to increase in unscheduled maintenance on degraded equipment.

Current Age: 28 Year(s) Standard Lifespan: 30 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$9,000,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$10,000		
DBE/LABOR	$15,000		
PROJECT MANAGEMENT			
* P.M STAFF	$324,000		
* SUPPORT STAFF	$140,000		
* CONSULTANT	$534,000		
CONTINGENCY	$1,003,000		
TOTAL	$11,026,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$689,125	$689,125	$689,125	$689,125	$2,756,500
2028	$2,067,375	$2,067,375	$2,067,375	$2,067,375	$8,269,500
2029	$0	$0	$0	$0	$0
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : REHAB OF END-USER EQUIPMENT, PRINTERS, AND CONFERENCE ROOMS

SCOPE

TYPE: REHAB | NON-MRP |

This project aims to rehabilitate and upgrade a range of end-user equipment - including laptops, desktops, monitors, docking stations, tablets, Ricoh and HP printers, and conference room technology such as video and audio equipment - to enhance operational efficiency by reducing downtime caused by outdated or malfunctioning technology, ensure reliable performance through regular maintenance and upgrades to minimize the risk of technical issues, improve user experience by providing modern equipment that effectively meets their needs, support organizational growth by establishing a foundation for future technological innovations, and strengthen cybersecurity.

Mile Posts: n/a

Division: All County: ALL Asset Type: Information Technology

OBJECTIVES

1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 3: Invest in People and Assets) Reduce employee turnover
4. (Goal 6: Improve Communications to Customers and Stakeholders) Improve communication and
5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints about Metrolink communications

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The IT department has made significant investments in various assets approaching the end of their useful life. As these assets near this critical phase, they face the risk of becoming unsupported, which can lead to increased vulnerability and operational challenges. Specifically, the assets in question include printers, conference room equipment (such as audio-visual units, video displays, and televisions), user laptops, desktops, tablets, monitors, and Polycom phones.

Particularly concerning are the Ricoh printers, which are nearing a point where repair parts may become scarce or completely unavailable. This not only threatens the functionality of the printing infrastructure but also raises the risk of operational delays and increased costs associated with sourcing alternative solutions. As these devices age, they are likely to exhibit diminished performance, leading to frequent breakdowns, slower processing times, and increased maintenance costs, which ultimately hinders the organization's ability to operate smoothly and meet its goals.

Additionally, outdated technology poses significant cybersecurity risks. As equipment becomes unsupported, it may not receive critical security updates, leaving the organization vulnerable to cyber threats. This includes potential data breaches and malware attacks that can exploit weaknesses in obsolete systems. Modernizing the infrastructure is vital not just for operational efficiency but also for enhancing the organization's security posture.

This project is essential to address these challenges proactively. By rehabilitating and upgrading the aging assets, we aim to ensure that all equipment remains functional, efficient, and secure. Upgrading these critical components will not only improve reliability but also strengthen cybersecurity defenses, protecting sensitive information and ensuring a secure working environment. Investing in modern technology will enable the organization to maintain a competitive edge, enhance productivity, and prepare for future growth, all while safeguarding against potential cyber threats.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... High

The end-user computing infrastructure plays a critical role in the daily operations of all users across various locations, including those working remotely, such as contractors. This infrastructure encompasses all devices and systems that facilitate user access to applications, data, and communication tools, as well as essential equipment like printers and conference room technology.

RISK CREATED BY NON-IMPLEMENTATION

The risks associated with not funding this project include the following: 1. Users will lack the necessary tools to effectively perform their daily responsibilities. 2. Communication among employees, departments, and customers will be impaired. 3. Equipment may become unusable due to the inability to service or repair aging assets. 4. There will be an increased risk of cybersecurity threats, as unsupported systems may not receive critical security updates.

Current Age: 11 Year(s) Standard Lifespan: 6 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$433,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$4,000		
PROJECT MANAGEMENT			
* P.M STAFF	$14,000		
* SUPPORT STAFF	$11,000		
* CONSULTANT	$0		
CONTINGENCY	$24,000		
TOTAL	$486,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$60,750	$60,750	$60,750	$60,750	$243,000
2028	$60,750	$60,750	$60,750	$60,750	$243,000
2029	$0	$0	$0	$0	$0
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : FY26 SYSTEMWIDE TRACK MEASUREMENT SYSTEMS

SCOPE

TYPE: REHAB | MR

Condition assessments, and measurement systems for Track, Track components, and also Systemwide Asset Management, MRP Updates, and SGR Planning and reporting.

Mile Posts: n/a

Division: All County: ALL Asset Type: Track

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
4. (Goal 4: Retain and Grow Ridership) Increase system utilization

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

This can be started upon funding execution because this work requires mostly professional services from Metrolink's available Engineering On-Cal Contracts.

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 100 Year(s) Standard Lifespan: 50 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$1,000,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$50,000		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$15,000		
PROJECT MANAGEMENT			
* P.M STAFF	$175,000		
* SUPPORT STAFF	$23,000		
* CONSULTANT	$100,000		
CONTINGENCY	$137,000		
TOTAL	$1,500,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOT
2026	$0	$0	$0	$0	
2027	$37,500	$37,500	$37,500	$37,500	$150,(
2028	$131,250	$131,250	$131,250	$131,250	$525,(
2029	$131,250	$131,250	$131,250	$131,250	$525,(
2030	$75,000	$75,000	$75,000	$75,000	$300,(
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : SOGR_FY26_VENTURA (VC)_TRACK

SCOPE

TYPE: REHAB | MRP |

BUDGET DECREASED BY 70%; SCOPE STILL TO BE DECREASED ACCORDINGLY.
Ventura Sub (VC) Track Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:
- Rail
- Ties
- Crossings

Specific Work will include:
3,000 Ties; 1 Road Crossing
BUDGET DECREASED from $2,606K to $781K; SCOPE STILL TO BE DECREASED ACCORDINGLY.
Mile Posts: 426.4 - 441.24 Division: Ventura - VC County County: VN Asset Type: Track

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork and ballast. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 standards would require slow orders with potential delays to passenger service.

Current Age: 101 Year(s) Standard Lifespan: 60 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$320,000		
CONSTRUCTION	$225,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$20,000		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$56,000		
* SUPPORT STAFF	$15,000		
* CONSULTANT	$69,000		
CONTINGENCY	$71,000		
TOTAL	$781,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$19,525	$19,525	$19,525	$19,525	$78,100
2028	$68,338	$68,338	$68,338	$68,336	$273,350
2029	$68,338	$68,338	$68,338	$68,336	$273,350
2030	$39,050	$39,050	$39,050	$39,050	$156,200
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : SOGR_FY26_VENTURA (VC)_STRUCTURES_DESIGN

SCOPE

TYPE: REHAB | MRP |

Ventura (VC) Sub Structures Design addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:
-Bridges
-Culverts
-Tunnels
Specific work will include:
Update Bridge Load Ratings for Bridges on Ventura Sub in Ventura County
Design and Environmental Clearance for 5 culverts in Ventura County
Budget reduced by 25%; need to adjust descope.

Mile Posts: 426.4 - 441.24

Division: Ventura - VC County County: VN Asset Type: Structures

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Structures Design identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts and Tunnels. The design needs have been identified because the assets have
fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 101 Year(s) Standard Lifespan: 100 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$645,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$41,000		
* SUPPORT STAFF	$6,000		
* CONSULTANT	$5,000		
CONTINGENCY	$71,000		
TOTAL	$773,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$19,325	$19,325	$19,325	$19,325	$77,300
2028	$67,638	$67,638	$67,638	$67,636	$270,550
2029	$67,638	$67,638	$67,638	$67,636	$270,550
2030	$38,650	$38,650	$38,650	$38,650	$154,600
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

FY 22.d

LOPEZS PROJECT# 3168.00

PROJECT : SOGR_FY26_VENTURA (VC)_SIGNAL

SCOPE

TYPE: REHAB | MRP |

Ventura (VC) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog:
- Signal systems
- Crossing systems

Specific Work will include Upgrading control points and crossings
Budget reduced by 35%; NEED TO ADJUST SCOPE.

Mile Posts: 426.4 - 441.26

Division: Ventura - VC County County: VN Asset Type: Train Control

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes signal systems and Crossing systems. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and
industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Location may fail which will cause train delays and possible safety issues.

Current Age: 101 Year(s) Standard Lifespan: 25 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$235,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$650,000		
CONSTRUCTION	$650,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$34,000		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	$177,000		
* SUPPORT STAFF	$21,000		
* CONSULTANT	$48,000		
CONTINGENCY	$183,000		
TOTAL	$2,008,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$40,160	$40,160	$40,160	$40,160	$160,640
2028	$100,400	$100,400	$100,400	$100,400	$401,600
2029	$165,660	$165,660	$165,660	$165,660	$662,640
2030	$140,560	$140,560	$140,560	$140,560	$562,240
2031	$55,220	$55,220	$55,220	$55,220	$220,880

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : SOGR_FY26_VENTURA (LA)_STRUCTURES_DESIGN

SCOPE

TYPE: REHAB | MRP |

Ventura (LA) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:
-Bridges
-Culverts
-Tunnels
Specific work will include:
Design and Environmental Clearance for 5 culverts in LA County
Design for 3 Bridges in LA County
Budget reduced by 45%; need to adjust descope.

Mile Posts: 441.24 - 426.39

Division: Ventura - LA County County: LA Asset Type: Structures

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Structures Design identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts and Tunnels. The design needs have been identified because the assets have
fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 101 Year(s) Standard Lifespan: 100 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$1,000,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$10,000		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	$102,000		
* SUPPORT STAFF	$21,000		
* CONSULTANT	$16,000		
CONTINGENCY	$116,000		
TOTAL	$1,275,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$31,875	$31,875	$31,875	$31,875	$127,500
2028	$111,562	$111,562	$111,562	$111,564	$446,250
2029	$111,562	$111,562	$111,562	$111,564	$446,250
2030	$63,750	$63,750	$63,750	$63,750	$255,000
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

F 22.d

ROBLESSAU PROJECT# 3173.00

PROJECT : SOGR_FY26_SAN GABRIEL_SIGNAL

SCOPE

TYPE: REHAB | MRP |

BUDGET DECREASED BY 65%; SCOPE STILL TO BE DECREASED ACCORDINGLY.
San Gabriel (SG) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog:
*Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems
(7) VHLC
(3) Crossings
Mile Posts: 1.08 - 57.66

Division: San Gabriel County: LA / SB Asset Type: Train Control

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

Location may fail which will cause train delays and possible safety issues.
1. Condition of Asset..... Worn
2. System Impact..... High
Current Age: 30 Year(s) Standard Lifespan: 20 Year(s)

Current Age: 33 Year(s) Standard Lifespan: 20 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$600,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$1,100,000		
CONSTRUCTION	$1,300,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$45,000		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	$385,000		
* SUPPORT STAFF	$32,000		
* CONSULTANT	$550,000		
CONTINGENCY	$403,000		
TOTAL	$4,425,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$88,500	$88,500	$88,500	$88,500	$354,000
2028	$221,250	$221,250	$221,250	$221,250	$885,000
2029	$365,062	$365,062	$365,062	$365,064	$1,460,250
2030	$309,750	$309,750	$309,750	$309,750	$1,239,000
2031	$121,688	$121,688	$121,688	$121,686	$486,750

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : SOGR_FY26_SAN GABRIEL_TRACK

SCOPE

TYPE: REHAB | MRP |

BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY.
San Gabriel (SG) Track Rehabilitation addresses five major components to suffieciently rehabilitate aging infrastructure and growing backlog:
-Rail
-Ties
-Crossings
-Special Trackwork
-Ballast
Specific work will include:
Replacing 7546 feet of Rail
Upgrading 1 crossing
Replace 2 turnouts
Ballast to support projects listed

Mile Posts: 3.73 - 57.66

Division: San Gabriel County: LA / SB Asset Type: Track

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.
Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

Current Age: 125 Year(s) Standard Lifespan: 0 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$150,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$450,000		
CONSTRUCTION	$1,900,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$60,000		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	$200,000		
* SUPPORT STAFF	$28,000		
* CONSULTANT	$300,000		
CONTINGENCY	$310,000		
TOTAL	$3,408,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$85,200	$85,200	$85,200	$85,200	$340,800
2028	$298,200	$298,200	$298,200	$298,200	$1,192,800
2029	$298,200	$298,200	$298,200	$298,200	$1,192,800
2030	$170,400	$170,400	$170,400	$170,400	$681,600
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

ROBLESSAU PROJECT# 3176.00

PROJECT : SOGR_FY26_SAN GABRIEL_STRUCTURES_CONSTRUCTION

SCOPE

TYPE: REHAB | MR

San Gabriel (SG) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:
-Bridges
-Culverts
-Tunnels
Specific work will include:
Mile Posts: 1.08 - 57.66

Division: San Gabriel County: LA / SB Asset Type: Structures

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts, and Tunnels. The need has been identified because The assets have fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.
Current Age: 125 Year(s) Standard Lifespan: 100 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$75,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$3,000,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$250,000		
BUS BRIDGES	$25,000		
CLOSE OUT	$10,000		
DBE/LABOR	$14,000		
PROJECT MANAGEMENT			
* P.M STAFF	$487,000		
* SUPPORT STAFF	$70,000		
* CONSULTANT	$500,000		
CONTINGENCY	$444,000		
TOTAL	$4,875,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOT
2026	$0	$0	$0	$0	
2027	$182,812	$182,812	$182,812	$182,814	$731,
2028	$548,438	$548,438	$548,438	$548,436	$2,193,
2029	$365,625	$365,625	$365,625	$365,625	$1,462,
2030	$121,875	$121,875	$121,875	$121,875	$487,
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

ROBLESSAU PROJECT# 3177.00

PROJECT : SOGR_FY26_RIVER_SIGNAL

SCOPE

TYPE: REHAB | MR

River (RV) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog:
*Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems
UPGRADE (2) CONTROL POIINT HOUSE AND SIGNALS

Budget reduced by 30%; need to adjust descope
Mile Posts: 1 - 481.9

Division: River County: ALL Asset Type: Train Control

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

Location may fail which will cause train delays and possible safety issues.
Current Age: 33 Year(s) Standard Lifespan: 25 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$280,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$750,000		
CONSTRUCTION	$1,200,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$23,000		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$15,000		
PROJECT MANAGEMENT			
* P.M STAFF	$140,000		
* SUPPORT STAFF	$28,000		
* CONSULTANT	$300,000		
CONTINGENCY	$274,000		
TOTAL	$3,010,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOT
2026	$0	$0	$0	$0	
2027	$60,200	$60,200	$60,200	$60,200	$240,
2028	$150,500	$150,500	$150,500	$150,500	$602,
2029	$248,325	$248,325	$248,325	$248,325	$993,
2030	$210,700	$210,700	$210,700	$210,700	$842,
2031	$82,775	$82,775	$82,775	$82,775	$331,

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : SOGR_FY26_RIVER_STRUCTURES_DESIGN

SCOPE

TYPE: REHAB | MRP |

River (RV) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:
-Bridges
-Culverts
-Tunnels
Specific work will include:
River Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:
- Bridges
DESIGN ONLY Bridge load rating analysis updates, design and/or repair recommendations, and alternative analysis and environmental clearance

Mile Posts: 0.8 - 484.9 Division: River County: ALL Asset Type: Structures

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts, and Tunnels. The need has been identified because the assets have fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 125 Year(s) Standard Lifespan: 100 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$800,000		
ENVIRONMENTAL	$325,000		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$20,000		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$7,000		
PROJECT MANAGEMENT			
* P.M STAFF	$140,000		
* SUPPORT STAFF	$35,000		
* CONSULTANT	$150,000		
CONTINGENCY	$148,000		
TOTAL	$1,625,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$40,625	$40,625	$40,625	$40,625	$162,500
2028	$142,188	$142,188	$142,188	$142,186	$568,750
2029	$142,188	$142,188	$142,188	$142,186	$568,750
2030	$81,250	$81,250	$81,250	$81,250	$325,000
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

ROBLESSAU PROJECT# 3179.00

PROJECT : SOGR_FY26_RIVER_TRACK

SCOPE

TYPE: REHAB | MR

River (RV) Track Rehabilitation addresses five major components to sufficiently rehabilitate aging infrastructure and growing backlog:
Rail, Ties, Crossings, Special Track Work, Ballast

Mile Posts: .70 - 484.9 Division: River County: ALL Asset Type: Track

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified
because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 33 Year(s) Standard Lifespan: 25 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$115,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$400,000		
CONSTRUCTION	$1,500,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$80,000		
BUS BRIDGES	$20,000		
CLOSE OUT	$10,000		
DBE/LABOR	$15,000		
PROJECT MANAGEMENT			
* P.M STAFF	$165,000		
* SUPPORT STAFF	$50,000		
* CONSULTANT	$275,000		
CONTINGENCY	$263,000		
TOTAL	$2,893,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOT
2026	$0	$0	$0	$0	
2027	$72,325	$72,325	$72,325	$72,325	$289,
2028	$253,138	$253,138	$253,138	$253,136	$1,012,
2029	$253,138	$253,138	$253,138	$253,136	$1,012,
2030	$144,650	$144,650	$144,650	$144,650	$578,
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

ROBLESSAU PROJECT# 3180.00

PROJECT : SOGR_FY26_PERRIS_VALLEY_SIGNAL

SCOPE

TYPE: REHAB | MR

Perris Valley (PVL) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlo
*Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems
Upgrade (3) VHLC

Budget reduced by 35%; need to adjust scope.
Mile Posts: 65 - 85

Division: San Jacinto (PVL) County: RV Asset Type: Train Control

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

Location may fail which will cause train delays and possible safety issues.
Current Age: 26 Year(s) Standard Lifespan: 30 Year(s)
Current Age: 33 Year(s) Standard Lifespan: 25 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$300,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$500,000		
CONSTRUCTION	$600,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$19,000		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$15,000		
PROJECT MANAGEMENT			
* P.M STAFF	$175,000		
* SUPPORT STAFF	$25,000		
* CONSULTANT	$200,000		
CONTINGENCY	$184,000		
TOTAL	$2,018,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOT
2026	$0	$0	$0	$0	
2027	$40,360	$40,360	$40,360	$40,360	$161,
2028	$100,900	$100,900	$100,900	$100,900	$403,
2029	$166,485	$166,485	$166,485	$166,485	$665,
2030	$141,260	$141,260	$141,260	$141,260	$565,
2031	$55,495	$55,495	$55,495	$55,495	$221,

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

PEREZO PROJECT# 3185.00

PROJECT : REHAB OF NETWORK DEVICE ASSETS (CORPORATE AND TRAIN CONTROL)

SCOPE

TYPE: REHAB | MRP |

Replace Cisco Switches, Cisco Meraki Wireless Access Points and Palo Alto Firewalls that are reaching end of support

BUDGET DECREASED by 8% from $923K; SCOPE MAY NEED TO BE DECREASED.

Mile Posts: n/a

Division: All County: ALL Asset Type: Information Technology

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
3. (Goal 4: Retain and Grow Ridership) Increase system utilization
4. (Goal 3: Invest in People and Assets) Reduce employee turnover
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Metrolink IDTS has invested in many assets that are and are nearing end of support and will b no longer be supported by the manufacturer and will not have the desired functionality and efficiency. The assets are as follows: a) Cisco Switches b) Cisco Meraki Wireless Access Points c) Palo Alto Firewalls and related network equipment.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... High

The network devices requested comprise the network infrastructure of Metrolink. Any issues with these devices will create service outages

RISK CREATED BY NON-IMPLEMENTATION

The risk of not funding this project are: 1. Network devices will not have the current software patches and firmware and will make Metrolink vulnerable to cybersecurity attacks 2. Network devices will no longer be support by the manufacturer and will not have any support should we encounter issues with the network devices. 3. We will no longer have any replacement warranty for the devices should they fail.

Current Age: 6 Year(s) Standard Lifespan: 6 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$753,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$14,000		
* SUPPORT STAFF	$0		
* CONSULTANT	$0		
CONTINGENCY	$78,000		
TOTAL	$850,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$106,250	$106,250	$106,250	$106,250	$425,000
2028	$106,250	$106,250	$106,250	$106,250	$425,000
2029	$0	$0	$0	$0	$0
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : UPGRADE OF METROLINK SERVER INFRASTRUCTURE ENVIRONMENT

SCOPE

TYPE: REHAB | MRP |

Metrolink IDTS is planning on upgrading its server environment, moving away from a dependency of VMware and migrating towards Nutanix.

Mile Posts: n/a

Division: All County: ALL Asset Type: Information Technology

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Increase system utilization
3. (Goal 4: Retain and Grow Ridership) Improve service reliability
4. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
5. (Goal 3: Invest in People and Assets) Reduce employee turnover

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Our dependency on software such as VMware put us at risk of being entirely dependent on VMware and any changes they wish to do. Recently acquisitions are increasing the cost of ownership to more that triple our current spend. We are looking to upgrade our Server Infrastructure to allow Metrolink to move away from a dependency from VMware. Hardware Infrastructure must be upgrade to allow Metrolink to migrate off VMware for their servers

RANKING // PROJECT READINESS

1. Condition of Asset..... Good
2. System Impact..... High

The process to migrate off the use of VMware requires time. IDTS is providing a plan to comfortably migrate off VMware within 3 years

RISK CREATED BY NON-IMPLEMENTATION

The risk of not funding this project is creating a dependence on VMware owners and accepting all price increases they wish to incur.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$420,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$14,000		
* SUPPORT STAFF	$0		
* CONSULTANT	$0		
CONTINGENCY	$44,000		
TOTAL	$483,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$90,562	$90,562	$90,562	$90,564	$362,250
2028	$30,188	$30,188	$30,188	$30,186	$120,750
2029	$0	$0	$0	$0	$0
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : SOGR_FY26_VALLEY_TRACK

SCOPE

TYPE: REHAB | MRP |

BUDGET DECREASED BY 38%; SCOPE STILL TO BE DECREASED ACCORDINGLY.
Valley Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:
- Rail
- Ties
- Crossings
- Special Trackwork
- Ballast

Specific work will includes:
TIES: 11,000 Wood Tie Replacement
RAIL: 10,000ft of Rail to address curves
BALLAST: Ballast to support projects listed. "

Mile Posts: 3.67 - 76.63 Division: Valley County: LA Asset Type: Track

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 101 Year(s) Standard Lifespan: 60 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$45,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$900,000		
CONSTRUCTION	$3,000,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$800,000		
BUS BRIDGES	$45,000		
CLOSE OUT	$8,000		
DBE/LABOR	$15,000		
PROJECT MANAGEMENT			
* P.M STAFF	$315,000		
* SUPPORT STAFF	$35,000		
* CONSULTANT	$296,000		
CONTINGENCY	$546,000		
TOTAL	$6,005,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$150,125	$150,125	$150,125	$150,125	$600,500
2028	$525,438	$525,438	$525,438	$525,436	$2,101,750
2029	$525,438	$525,438	$525,438	$525,436	$2,101,750
2030	$300,250	$300,250	$300,250	$300,250	$1,201,000
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : SOGR_FY26_VALLEY_STRUCTURES_CONSTRUCTION

SCOPE

TYPE: REHAB | MRP |

Valley Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:
- Bridges
- Culverts
- Tunnels

Specific work will include:
Construction funds for Valley Sub Structure repairs that will be designed with FY22 funds. This would address up to This would address up to 6 Structures of 10 on the Valley Sub that will be made Shovel-Ready with FY22 Design.
These funds are needed due to construction cost escalation issues Metrolink has recently experienced.

Budget reduced by 25%; need to adjust scope.

Mile Posts: 3.67 - 76.63 Division: Valley County: LA Asset Type: Structures

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes
Bridges, Culverts and Tunnels. The need has been identified because the assets have
fallen below s State of Good Repair and are in need of rehabilitation based on limits set
by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 121 Year(s) Standard Lifespan: 100 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$75,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$3,000,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$250,000		
BUS BRIDGES	$25,000		
CLOSE OUT	$10,000		
DBE/LABOR	$14,000		
PROJECT MANAGEMENT			
* P.M STAFF	$487,000		
* SUPPORT STAFF	$70,000		
* CONSULTANT	$500,000		
CONTINGENCY	$444,000		
TOTAL	$4,875,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$182,812	$182,812	$182,812	$182,814	$731,250
2028	$548,438	$548,438	$548,438	$548,436	$2,193,750
2029	$365,625	$365,625	$365,625	$365,625	$1,462,500
2030	$121,875	$121,875	$121,875	$121,875	$487,500
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

F 22.d

KURIAJ PROJECT# 3207.00

PROJECT : SOGR_FY26_VALLEY_SIGNAL

SCOPE

TYPE: REHAB | MRP |

BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY.
Valley Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog:
*Signal system - Upgrading Control Points (CP) and intermediates
*Crossing systems - Upgrading crossings
1> 1 EL1A Upgrade (Construction Only)
2> 2 Crossings
3> 1 EL1A Upgrade
4> 1 VHLC Upgrade
5> 1 HB-DE Detector Upgrade

Mile Posts: 3.67 - 76.63

Division: Valley County: LA Asset Type: Train Control

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

Location may fail which will cause train delays and possible safety issues.

Current Age: 35 Year(s) Standard Lifespan: 0 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$575,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$1,150,000		
CONSTRUCTION	$1,300,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$50,000		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	$388,000		
* SUPPORT STAFF	$35,000		
* CONSULTANT	$560,000		
CONTINGENCY	$407,000		
TOTAL	$4,475,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$89,500	$89,500	$89,500	$89,500	$358,000
2028	$223,750	$223,750	$223,750	$223,750	$895,000
2029	$369,188	$369,188	$369,188	$369,186	$1,476,750
2030	$313,250	$313,250	$313,250	$313,250	$1,253,000
2031	$123,062	$123,062	$123,062	$123,064	$492,250

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

METRO LINK

PROJECT PROPOSAL

FY26 | 22.d

KURIAJ PROJECT# 3208.00

PROJECT : SOGR_FY26_ORANGE_SIGNAL

SCOPE

TYPE: REHAB | MRP |

Orange Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog:
*Signal system - Upgrading Control Points (CP), intermediates and HT Switches
*Crossing systems - Upgrading crossings
1> Control Point - VHLC Upgrade
2> Intermediates - Signals
3> Hand Throw Switches
4> Crossings

Budget reduced by 30%; need to adjust scope.

Mile Posts: 165.08 - 207.4

Division: Orange County: OC Asset Type: Train Control

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Improve service reliability
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

Location may fail which will cause train delays and possible safety issues.

Current Age: 31 Year(s) Standard Lifespan: 20 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$735,000		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$1,750,000		
CONSTRUCTION	$2,600,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$85,000		
BUS BRIDGES	$25,000		
CLOSE OUT	$0		
DBE/LABOR	$16,000		
PROJECT MANAGEMENT			
* P.M STAFF	$685,000		
* SUPPORT STAFF	$50,000		
* CONSULTANT	$735,000		
CONTINGENCY	$669,000		
TOTAL	$7,350,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$147,000	$147,000	$147,000	$147,000	$588,000
2028	$367,500	$367,500	$367,500	$367,500	$1,470,000
2029	$606,375	$606,375	$606,375	$606,375	$2,425,500
2030	$514,500	$514,500	$514,500	$514,500	$2,058,000
2031	$202,125	$202,125	$202,125	$202,125	$808,500

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

KURIAJ PROJECT# 3210.00

PROJECT : SOGR_FY26_ORANGE_STRUCTURES_CONSTRUCTION

SCOPE

TYPE: REHAB | MR

Orange Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:
- Bridges
- Culverts
- Tunnels

Specific work will include
Mile Posts: 165.08 - 207.4

Division: Orange County: OC Asset Type: Structures

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts, and Tunnels. The need has been identified because the assets have fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 121 Year(s) Standard Lifespan: 100 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$60,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$125,000		
CONSTRUCTION	$2,225,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$200,000		
BUS BRIDGES	$25,000		
CLOSE OUT	$10,000		
DBE/LABOR	$14,000		
PROJECT MANAGEMENT			
* P.M STAFF	$340,000		
* SUPPORT STAFF	$35,000		
* CONSULTANT	$375,000		
CONTINGENCY	$341,000		
TOTAL	$3,750,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOT
2026	$0	$0	$0	$0	
2027	$140,625	$140,625	$140,625	$140,625	$562,
2028	$421,875	$421,875	$421,875	$421,875	$1,687,
2029	$281,250	$281,250	$281,250	$281,250	$1,125,
2030	$93,750	$93,750	$93,750	$93,750	$375,
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : SOGR_FY26_ORANGE_TRACK

SCOPE

TYPE: REHAB | MRP |

Orange Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:
- Rail
- Ties
- Crossings
- Special Trackwork
- Ballast

Specific work will includes:
RAIL:
Upgrade 115# to 136# Rail Tangent North Rail (Approx. 15,000 LF)
SPECIAL TRACKWORK:
2 - #20 turnouts
BALLAST:
Ballast to support projects listed.

Mile Posts: 165.08 - 207.4

Division: Orange County: OC Asset Type: Track

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 101 Year(s) Standard Lifespan: 60 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$150,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$775,000		
CONSTRUCTION	$3,000,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$125,000		
BUS BRIDGES	$25,000		
CLOSE OUT	$10,000		
DBE/LABOR	$15,000		
PROJECT MANAGEMENT			
* P.M STAFF	$245,000		
* SUPPORT STAFF	$75,000		
* CONSULTANT	$455,000		
CONTINGENCY	$488,000		
TOTAL	$5,363,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$134,075	$134,075	$134,075	$134,075	$536,300
2028	$469,262	$469,262	$469,262	$469,264	$1,877,050
2029	$469,262	$469,262	$469,262	$469,264	$1,877,050
2030	$268,150	$268,150	$268,150	$268,150	$1,072,600
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : FY26 BACK-OFFICE TRAIN CONTROL SYSTEM REHAB

SCOPE

TYPE: REHAB | MRP |

Systemwide Train Control Systems Rehabilitation addresses PTC, Centralized Train Control systems and equipment to sufficiently rehabilitate aging infrastructure and growing backlog. See the justification section for discussion on aged assets and standard life.
Train Control Back Office:
1) DOC/MOC/Vegas Servers
2) CAD Workstations and Monitors

Mile Posts: n/a

Division: All County: ALL Asset Type: Train Control

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes PTC and Centralized train control systems and equipment. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards. Some of the PTC hardware is already 10 years old and some of the design was 5 years earlier than that. The office element consists mainly of computers (servers, field laptops, etc.) that date back to 2011, 2012. Mission critical computers are usually rehabbed every 5 years. Our onboard and wayside cellular systems that were implemented back in 2012 were state of the art 3G systems that will be unsupported and completely sun-setted by the Telco companies.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$300,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$1,700,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$8,000		
PROJECT MANAGEMENT			
* P.M STAFF	$105,000		
* SUPPORT STAFF	$53,000		
* CONSULTANT	$613,000		
CONTINGENCY	$139,000		
TOTAL	$2,918,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$109,425	$109,425	$109,425	$109,425	$437,700
2028	$364,750	$364,750	$364,750	$364,750	$1,459,000
2029	$145,900	$145,900	$145,900	$145,900	$583,600
2030	$109,425	$109,425	$109,425	$109,425	$437,700
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : FY26 SYSTEMWIDE MOW AND OPS VEHICLE AND EQUIPMENT REPLACEMENT

SCOPE

TYPE: REHAB | MRP |

Replace MOW and Ops. vehicles that are beyond their useful life and no longer reliable to support rail operations. The amount is based on MRP. The vehicles and equipment replaced will be based on the availability of ZEV (Zero Emission Vehicles) and will replace fleet of specialized & operations vehicles, equipment and tools that support the timely repair and rehabilitation of the overall rail corridor right-of-way.

Mile Posts: n/a

Division: All County: ALL Asset Type: Non-Revenue Fleet

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

MOW and Ops vehicle and equipment replacement as identified by the Metrolink Rehabilitation Plan (MRP). The need has been identified because the assets have fallen below a State of Good Repair and require replacement based on limits set by SCRRA staff and industry standards.
Budget includes annual increase in alignment with MRP.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... Average

This can be started upon funding execution because this work requires mostly procurement and new asset availibility

RISK CREATED BY NON-IMPLEMENTATION

If the project is not approved, the vehicles and equipment will be unreliable, casing long down time, budgetary contains on operations and will be added to the backlog in future years.

Current Age: 27 Year(s) Standard Lifespan: 8 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$2,800,000		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$11,000		
PROJECT MANAGEMENT			
* P.M STAFF	$70,000		
* SUPPORT STAFF	$48,000		
* CONSULTANT	$0		
CONTINGENCY	$206,000		
TOTAL	$3,135,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$156,750	$156,750	$156,750	$156,750	$627,000
2028	$235,125	$235,125	$235,125	$235,125	$940,500
2029	$391,875	$391,875	$391,875	$391,875	$1,567,500
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

VELEZC PROJECT# 3229.00

PROJECT : ROTEM HVAC OVERHAUL/REBUILD

SCOPE

TYPE: REHAB | NON-MF

- Overhaul/rebuild on Hyundai Rotem HVAC units and controller box.
- Out-Of-Scope Repair as needed.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Improve service reliability
2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

- Remove systemic design issue in OEM HVAC Unit - high maintenance cost and impact to costumer convenience and safety.
- Continue to overhaul/rebuild for the remaining HVAC units as the currently ongoing project.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

- Impact to car availability due to no spare HVAC units.
- Increase in maintenance cost to procure parts that are obsolete.

Current Age: 15 Year(s) Standard Lifespan: 10 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$1,840,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$0		
PROJECT MANAGEMENT			
* P.M STAFF	$175,000		
* SUPPORT STAFF	$70,000		
* CONSULTANT	$103,000		
CONTINGENCY	$219,000		
TOTAL	$2,407,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOT
2026	$0	$0	$0	$0	
2027	$120,350	$120,350	$120,350	$120,350	$481,
2028	$180,525	$180,525	$180,525	$180,525	$722,
2029	$240,700	$240,700	$240,700	$240,700	$962,
2030	$60,175	$60,175	$60,175	$60,175	$240,
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

FERNANDEZK PROJECT# 3230.00

PROJECT : FY26 ON-BOARD TRAIN CONTROL SYSTEMS REHAB

SCOPE

TYPE: REHAB | MRP |

Upgrade the remaining PTC equipment and software on locomotives that have not been updated in the past 7–12 years. With evolving standards and the phasing out of certain technologies, more equipment is becoming obsolete and in need of modernization.

Mile Posts: n/a

Division: All County: ALL Asset Type: Train Control

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The Train Control Systems rehabilitation outlined in the Metrolink Rehabilitation Plan (MRP) includes both Positive Train Control (PTC) and centralized train control systems and equipment. This need has been identified due to these assets falling below the State of Good Repair, as defined by SCRRA staff and industry standards. Some PTC hardware is already over 10 years old, with initial designs dating back an additional five years. Our onboard systems, first implemented in 2012, were cutting-edge at the time but now require updated hardware to maintain functionality and operational efficiency.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$1,250,000		
CONSTRUCTION	$625,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	$175,000		
* SUPPORT STAFF	$49,000		
* CONSULTANT	$249,000		
CONTINGENCY	$142,000		
TOTAL	$2,500,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$62,500	$62,500	$62,500	$62,500	$250,000
2028	$218,750	$218,750	$218,750	$218,750	$875,000
2029	$218,750	$218,750	$218,750	$218,750	$875,000
2030	$125,000	$125,000	$125,000	$125,000	$500,000
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

BLEICHK PROJECT# 3233.00

PROJECT : ROTEM DOOR OVERHAUL DATA LOGGING DOOR CONTROL PANEL

SCOPE

TYPE: REHAB | NON-MR

• Install data logger on door control system to improve the maintainability against one of the top road issues.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
2. (Goal 4: Retain and Grow Ridership) Improve service reliability

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

• Requested $1.1M is for the option order which would be executed by mid 2026.
• Engineering analysis conducted years ago, approximately 40% of the reported door issues resulted in No Defect Found. This is because of no hard data recorded on the door system at the event. The project is to increase the data points on the door system that would be recorded for the staff to better understand the status of the door signals at the event of the issue.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

• Door issues are one of the top causes that result in the delay to revenue service. Understanding what is the root cause of the issue is as significant as troubleshooting the issue itself. If not implemented, almost half of the door issues will likely keep resulting in No Defect Found.
• EP199-19 Bombardier Railcar Rebuild program had similar capability delivered and has proven its usefulness.

Current Age: 15 Year(s) Standard Lifespan: 15 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$700,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$20,000		
DBE/LABOR	$30,000		
PROJECT MANAGEMENT			
* P.M STAFF	$75,000		
* SUPPORT STAFF	$25,000		
* CONSULTANT	$150,000		
CONTINGENCY	$100,000		
TOTAL	$1,100,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOT
2026	$0	$0	$0	$0	
2027	$68,750	$68,750	$68,750	$68,750	$275,
2028	$206,250	$206,250	$206,250	$206,250	$825,
2029	$0	$0	$0	$0	
2030	$0	$0	$0	$0	
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th ye = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

VELEZC PROJECT# 3234.00

PROJECT : F125 INTERMEDIATE ENGINE OVERHAUL

SCOPE

TYPE: REHAB | NON-MRP |

• Engine overhaul - clean, inspect, and replace parts.
• Total 42 engines.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
3. (Goal 4: Retain and Grow Ridership) Improve service reliability

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

• Overhaul of engine is required as per the maintenance manual - overhaul would be required every 4 years.
• 14 engines are expected to be delivered within the budget up to FY25.
• As per the schdule, the last engine would be overhauled by June 2028 which means, since FY26 funding would be available by Jan 2027, it would give PM sufficient time to execute the option order in time.

RANKING // PROJECT READINESS

1. Condition of Asset..... Adequate
2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

• Increase of impact to revenue service due to engine failures.
• Impact to shop availability due to increase of unscheduled maintenance for the failed engines.

Current Age: 8 Year(s) Standard Lifespan: 30 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$12,000,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$0		
PROJECT MANAGEMENT			
* P.M STAFF	$657,000		
* SUPPORT STAFF	$263,000		
* CONSULTANT	$186,000		
CONTINGENCY	$1,966,000		
TOTAL	$15,072,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$753,600	$753,600
2027	$753,600	$753,600	$753,600	$753,600	$3,014,400
2028	$1,318,800	$1,318,800	$1,318,800	$1,318,800	$5,275,200
2029	$1,130,400	$1,130,400	$1,130,400	$1,130,400	$4,521,600
2030	$376,800	$376,800	$376,800	$376,800	$1,507,200
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : METROLINK COMMUNICATION SYSTEM OVERHAUL

SCOPE

TYPE: REHAB | NON-MRP |

• Communication System Power Supply Install (fleet-wide)
• Interior destination screens
• Control Unit Upgrade
• Side Destination Screen Control Unit Upgrade
• Car built-in conductor PA.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 4: Retain and Grow Ridership) Improve service reliability
4. (Goal 4: Retain and Grow Ridership) Increase system utilization

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

• Heavily outdated technology in the communication control device - ex) 512MB CF card. This issue is in all control device.
• Newly upgraded control system will be required for advanced features such as interior side destination and so on.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... High

The product was delivered back in 2010. The malfunction rate on the control system and maintenance attention has been increasing continuously. Due to the age of the product, it is projected to have multiple unscheduled maintenance instances. The need of the interior panels seems very useful for passenger convenience.

RISK CREATED BY NON-IMPLEMENTATION

• Degradation in the performance of the communication system.
• Impact to car availability as the system is mandatory for the revenue service operation

Current Age: 15 Year(s) Standard Lifespan: 15 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$650,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$20,000		
DBE/LABOR	$30,000		
PROJECT MANAGEMENT			
* P.M STAFF	$70,000		
* SUPPORT STAFF	$20,000		
* CONSULTANT	$120,000		
CONTINGENCY	$91,000		
TOTAL	$1,001,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$50,050	$50,050	$50,050	$50,050	$200,200
2028	$75,075	$75,075	$75,075	$75,075	$300,300
2029	$100,100	$100,100	$100,100	$100,100	$400,400
2030	$25,025	$25,025	$25,025	$25,025	$100,100
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

BLEICHK PROJECT# 3237.00

PROJECT : CAR END-DOOR SYSTEM IMPROVEMENT

SCOPE

TYPE: REHAB | NON-MRP |

• Improvement in passengers' comfort in opening end-door of Bombardier & Talgo-SYSTRA cars.
• New design on the end-door mechanism.
• All legacy Bombardier car and Talgo-SYSTRA car.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Improve service reliability
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

One of the major complaints from the passengers is the end-door being difficult to operate. Hyundai-Rotem cars had a resolution applied with a project and delivered a new design to the system for around 30% improvement in the end-door operation. This project is to cover the rest of the fleet - legacy Bombardier cars and Talgo-SYSTRA rebuilt cars.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... Average

It is very true that current end door system in Bombardier and even Talgo-SYSTRA passenger cars requires a significant amount of force to open. This can present a safety issue for passengers traveling between train cars. To mitigate the issue for improving the system, it would require new design on the end-door system. This requested project will bring a new design and deliver a product to reduce the force required to open end doors therefore providing convenience to the customer as well as ensuring safety for any emergency case. A similar project is active on the Rotem rail car fleet which resulted in such satisfactory outcome to the agency.

RISK CREATED BY NON-IMPLEMENTATION

Continuous complaint from the passengers. Impact to safe operation when it is needed in any emergency.

Current Age: 33 Year(s) Standard Lifespan: 30 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$270,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$2,000		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$25,000		
* SUPPORT STAFF	$10,000		
* CONSULTANT	$100,000		
CONTINGENCY	$42,000		
TOTAL	$454,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$56,750	$56,750	$56,750	$56,750	$227,000
2028	$56,750	$56,750	$56,750	$56,750	$227,000
2029	$0	$0	$0	$0	$0
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

GORGYOUSA PROJECT# 3239.00

PROJECT : LAUS BACKUP GENERATOR REPLACEMENT

SCOPE

TYPE: REHAB | NON-MRP

Replace 2 1995 and 1996 back-up generators providing backup power to LAUS switches, signaling and comm shelter.

Olympian 95A01920-S 1995

Olympian 96A04252-S 1996

Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Improve service reliability
2. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
3. (Goal 3: Invest in People and Assets) Maintain State of Good Repair

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Based on the report provided to SCRRA in 2023 by the generator maintenance contractor, the requested two generators have only 0-5 year life expectancy due to condition, availability of replacement parts and critical nature of the location. We had a similar unit failed at CMF, when under load in 2016 causing internal damage to the motor. It not cost effective to overhaul this size and type of generators and due to new AQMD regulation, more appropriate and cost effective to replace them with new one.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

It is very concerning that the impact to the operation of any revenue trains in L Union Station will be significant if the back-up generators do not function whe it is needed. The generators were delivered almost 30 years ago. It is highly recommended to 100% replace the generators even if they are back-up.

RISK CREATED BY NON-IMPLEMENTATION

Catastrophic failure of the generator(s) during a power outage can bring LAUS rail traffic to a halt after UPS batteries are depleted.

Current Age: 30 Year(s) Standard Lifespan: 25 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$200,000		
CONSTRUCTION	$75,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$5,000		
BUS BRIDGES	$0		
CLOSE OUT	$4,000		
DBE/LABOR	$3,000		
PROJECT MANAGEMENT			
* P.M STAFF	$4,000		
* SUPPORT STAFF	$6,000		
* CONSULTANT	$0		
CONTINGENCY	$30,000		
TOTAL	$327,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTA
2026	$0	$0	$0	$0	$
2027	$77,662	$77,662	$77,662	$77,664	$310,65
2028	$4,088	$4,088	$4,088	$4,086	$16,35
2029	$0	$0	$0	$0	$
2030	$0	$0	$0	$0	$
2031	$0	$0	$0	$0	$

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : MOW - ROLLING STOCK TRAPEZE

SCOPE

TYPE: REHAB | MRP |

EAM Application – Role: Administrator to support EAM Application. In support of the Agency's EAM efforts and system wide roll out of Trapeze, IT requires consultant support until a permanent position is filled. This initial funding will cover approximately two years of FTE support.
A. As an administrator of EAM application, support all user groups that uses different modules of application.
B. Dispatch Operations team – Major and minor schedule changes, equipment cycles, training to new dispatch team members, refresher training and any issues related dispatching of trips. Also helps with Incident management module by automating Delay creation, entering new Delay codes, retiring existing delay codes etc.
C. Mechanical (Rolling stock) team – Helps Rolling stock team with equipment maintenance like PM (Preventive Maintenance) and Repair work orders. Setting new PM schedules, changes to existing schedules, new reports, and training. Helps Alstom team with any issues related to EAM application.
D. Material management team – Helps materials team with Inventory counts, reports and any issue with application, receiving and PO interfaces.
E. Facilities team – Helps Facilities team with PM schedules, Asset configuration, parent-child relation setups and any issues with Mobile focus app.
F. MOW (Maintenance of Way) Team – Communications and Structures team are recently gone live with EAM application. Helps these team with any issues with PM work orders, general application issues and training.

Mile Posts: n/a

Division: All County: ALL Asset Type: Information Technology

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Increase system utilization
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 7: Improve Organizational Efficiency) Clearly define staff roles and responsibilities

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

We need a backup resource for trapeze application support. From the start of this software implementation back in 2022, there has been a heavy reliance on the (1) Integrated Digital & Technology Services (IDTS) EAM Architect staff to provide the application support for database administration, assisting with loading asset inventories, refining maintenance inspections, adjusting inspection cycles, reviewing and validating new asset data, creating interfaces, scheduled reporting, ad-hoc reporting, training, investigating and/or responding to user product support calls and inquiries, and supporting the execution and rollout of new system workflows. The lack of agency technical staff was a known risk at the start of this EAM effort; however, the project team has utilized external contractor resources to backfill and provide the necessary support to keep the project progressing forward.
However, as the project team continues to build out the Trapeze EAM System across the remaining MoW and the Rolling Stock Service and Inspection (S&I) Teams, the number of end-users is expected to significantly increase. The additional MoW end-users are currently utilizing a Herzog purchased software known as TrackAsset and is supported by a separate software vendor. To date, there are approximately 116 end-users spanning across the agencies administration and operations departments. With the addition of the MoW and Rolling Stock S&I Teams, the number of end users is expected to grow to nearly 335 or a 189 percent increase by the end of fiscal year 2026.
As the agency transitions to a post go-live support role it highly recommended to increase the level of technical application support staff commensurate to the increase in workload that is anticipated with the addition of 6 new business units. In addition to the increased number of business units and user population, there is a greater level of technical expertise required to manage the complexities of MoW teams. This is due in part because some MoW teams such as the Signals team are regulated by the Federal Rail Administration and their workflows and inspections receive a high level of scrutiny and are subject to regular audits. There are also several million more assets, asset components, and sub elements, that require a high degree of asset management and administration, which the agency has not had to oversee in the past. It is not feasible to manage these groups with the level of existing IDTS support who lacks the technical background to support these new MoW business units. As a result, the Operations Division is requesting the equivalent of (2) additional application specialists who have relevant business unit knowledge and technical expertise to support the Trapeze EAM end-users to ensure optimal system performance and to mitigate any down time.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

Major operational impact. And due to strict Federal Rail Administration requirements, some of these groups can't afford any downtime when they call for support.The lack of agency technical staff was a known risk at the start of this EAM effort;

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$350,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$14,000		
* SUPPORT STAFF	$21,000		
* CONSULTANT	$0		
CONTINGENCY	$24,000		
TOTAL	$414,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$51,750	$51,750	$51,750	$51,750	$207,000
2028	$51,750	$51,750	$51,750	$51,750	$207,000
2029	$0	$0	$0	$0	$0
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : SOGR_FY26_VALLEY_TUNNEL 25 DESIGN

SCOPE

TYPE: REHAB | NON-MRP |

BUDGET DECREASED BY 8%; SCOPE STILL TO BE DECREASED ACCORDINGLY.
Tunnel 25 Track and Drainage improvements (TO BE FILLED IN WHEN FEASIBILITY STUDY IS COMPLETE). Need $5M upfront for geo test testing/drilling, and design for slab track section. The total project cost will be around $40M.

BUDGET DECREASED from $5M to $4.6M; SCOPE MAY NEED TO BE ADJUSTED.

Mile Posts: 3.67 - 76.63

Division: Valley County: LA Asset Type: Structures

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts and Tunnels. The need has been identified because the assets have fallen below s State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 125 Year(s) Standard Lifespan: 100 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$4,000,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$0		
PROJECT MANAGEMENT			
* P.M STAFF	$140,000		
* SUPPORT STAFF	$44,000		
* CONSULTANT	$75,000		
CONTINGENCY	$341,000		
TOTAL	$4,600,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$287,500	$287,500	$287,500	$287,500	$1,150,000
2028	$575,000	$575,000	$575,000	$575,000	$2,300,000
2029	$287,500	$287,500	$287,500	$287,500	$1,150,000
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

HAD PROJECT# 3266.00

PROJECT : HYUNDAI-ROTEM RAILCAR OVERHAUL

SCOPE

TYPE: REHAB | MI

BUDGET DECREASED BY 60%; SCOPE STILL TO BE DECREASED ACCORDINGLY.

• General overhaul on board system such as truck, brake system, coupler, diaphragm, windows, restroom, rubber floor, exterior scheme, next generation door engine, etc.
• Upgrades onboard system - convenience outlet at every seat, door obstacle detection system, etc.

BUDGET DECREASED from $25M to $10M; SCOPE NEEDS TO BE ADJUSTED.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Hyundai-Rotem fleet will hit 15 years of mid-life next year, 2025. The overhaul will be required to operate the cars safely and reliably.

RANKING // PROJECT READINESS

1. Condition of Asset..... Adequate
2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

Increase of impact to revenue service due to increase in unscheduled maintenance on degraded equipment.

Current Age: 15 Year(s) Standard Lifespan: 30 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$7,670,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$33,000		
DBE/LABOR	$25,000		
PROJECT MANAGEMENT			
* P.M STAFF	$420,000		
* SUPPORT STAFF	$175,000		
* CONSULTANT	$775,000		
CONTINGENCY	$910,000		
TOTAL	$10,008,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TO
2026	$0	$0	$0	$500,400	$500
2027	$500,400	$500,400	$500,400	$500,400	$2,001
2028	$875,700	$875,700	$875,700	$875,700	$3,502
2029	$750,600	$750,600	$750,600	$750,600	$3,002
2030	$250,200	$250,200	$250,200	$250,200	$1,000
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determine project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

FERNANDEZK PROJECT# 3268.00

PROJECT : SOGR_FY26_SYSTEMWIDE TRACK REHABILITATION_RAIL GRINDING/SURFACING

SCOPE

TYPE: REHAB | MRP |

Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog:
- Rail Grinding: ongoing systemwide program (~$1.5M)
- Surfacing Program to restore track profiles and cross sections (~$2M)
- Vac Truck: Cleaning fouled ballast at select systemwide (~$1.5M)

Mile Posts: n/a

Division: All County: ALL Asset Type: Track

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Track rehabilitation is identified by the Metrolink Rehabilitation Plan (MRP) and aligns with the combined track & signals maintenance RFP scope and implementation. Rail Grinding and surfacing addresses "rolling contact fatigue" (RCF) resulting in rail life savings. This work also addresses noise concerns and positively impacts ride quality. ADDRESSES BACKLOG

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 standards would require

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$75,000		
CONSTRUCTION	$4,550,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$13,000		
PROJECT MANAGEMENT			
* P.M STAFF	$70,000		
* SUPPORT STAFF	$53,000		
* CONSULTANT	$0		
CONTINGENCY	$239,000		
TOTAL	$5,000,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$187,500	$187,500	$187,500	$187,500	$750,000
2028	$875,000	$875,000	$875,000	$875,000	$3,500,000
2029	$187,500	$187,500	$187,500	$187,500	$750,000
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : ORANGE SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

SCOPE

TYPE: REHAB | MRP |

Orange Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.

Mile Posts: 165.06 - 207.36 Division: Orange County: OC Asset Type: Communications

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 4: Retain and Grow Ridership) Improve service reliability
4. (Goal 4: Retain and Grow Ridership) Increase system utilization
5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Over the last 25 years, SCRRA's Communications systems has infrastructure has evolved and grown to keep pace with the technological demands of the railroad operations. Many components of the Communications Systems have exceeded their en of-life cycle. To Maintain and upgrade the Communications Systems requires continual assessments of the state of the system components in order to prioritize the system rehab efforts.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

Current Age: 24 Year(s) Standard Lifespan: 15 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$40,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$120,000		
CONSTRUCTION	$227,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$44,000		
* SUPPORT STAFF	$16,000		
* CONSULTANT	$0		
CONTINGENCY	$28,000		
TOTAL	$480,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$36,000	$36,000	$36,000	$36,000	$144,000
2028	$48,000	$48,000	$48,000	$48,000	$192,000
2029	$36,000	$36,000	$36,000	$36,000	$144,000
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : CMF ROOF REPLACEMENT

SCOPE

TYPE: REHAB | MRP |

Replace dilapidated roofs at CMF they are beyond their useful life and repair.

Phase 1 - Modified Bitumen: material control and office flat roofs, all cutters, removal of decommissioned HVAC equipment. $1.8M

Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 3: Invest in People and Assets) Reduce employee turnover
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Every year we have outside contractor address leaks on the flat roofs several times during the season. They typically only provide 90 day warranties. Every repair range from $10k to $25K. Last year we spend $43k in CMF flat roofs repairs. In previous 3 we spend between $25-35K every season, not to mention repairs to interior damages caused by leaks from ceiling tiles next to Leslie's and Linda's cubicles to window frame drywall repairs at Manny's office.
We spend about $30K to extend life of progressive shop metal roof, patching rusted holes in the roof.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... Average

The facilities project manager lacks sufficient information about the project. The proposal was submitted by the maintenance team at the last minute within the project proposal timeframe, which did not allow adequate time to evaluate the project's necessity and level of criticality. During the asset assessment conducted in July/August, the roof condition appeared to be satisfactory, with some patchwork completed by the maintenance team. However, the maintenance team later emphasized the issue as a significant problem at the last moment, requiring more time for a thorough assessment and proper determination of the requested funding amount. The project manager believes

RISK CREATED BY NON-IMPLEMENTATION

Major interior damage causing office space deemed unusable for extended amount time or damage to material control inventory sensitive to moisture. Ongoing, unnecessary operational cost.

Current Age: 33 Year(s) Standard Lifespan: 30 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$65,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$1,200,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$15,000		
DBE/LABOR	$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	$18,000		
* SUPPORT STAFF	$22,000		
* CONSULTANT	$0		
CONTINGENCY	$133,000		
TOTAL	$1,463,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$73,150	$73,150
2027	$73,150	$73,150	$73,150	$73,150	$292,600
2028	$128,012	$128,012	$128,012	$128,014	$512,050
2029	$109,725	$109,725	$109,725	$109,725	$438,900
2030	$36,575	$36,575	$36,575	$36,575	$146,300
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT : SAN GABRIEL SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

SCOPE

TYPE: REHAB | MRP |

San Gabriel Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.

Mile Posts: 2.4 - 57.7 Division: San Gabriel County: LA / SB Asset Type: Communications

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 4: Retain and Grow Ridership) Improve service reliability
4. (Goal 4: Retain and Grow Ridership) Increase system utilization
5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints about Metrolink communications

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Over the last 25 years, SCRRA's Communications systems has infrastructure has evolved and grown to keep pace with the technological demands of the railroad operations. Many components of the Communications Systems have exceeded their end-of-life cycle. To Maintain and upgrade the Communications Systems requires continual assessments of the state of the system components in order to prioritize the system rehab efforts.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

Current Age: 24 Year(s) Standard Lifespan: 15 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$60,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$150,000		
CONSTRUCTION	$325,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$44,000		
* SUPPORT STAFF	$18,000		
* CONSULTANT	$0		
CONTINGENCY	$37,000		
TOTAL	$639,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$47,925	$47,925	$47,925	$47,925	$191,700
2028	$63,900	$63,900	$63,900	$63,900	$255,600
2029	$47,925	$47,925	$47,925	$47,925	$191,700
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

CONLEYD PROJECT# 3274.00

PROJECT : RIVER SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

SCOPE

TYPE: REHAB | MI

River Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Contr (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency S Maintenance Contractors and Construction Contractors.

Mile Posts: 0.0 - 3.5

Division: River County: LA Asset Type: Communications

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 4: Retain and Grow Ridership) Improve service reliability
4. (Goal 4: Retain and Grow Ridership) Increase system utilization
5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Over the last 25 years, SCRRA's Communications systems has infrastructure has evolved and grown to keep pace with the technological demands of the railroad operations. Many components of the Communications Systems have exceeded their end-of-life cycle. To Maintain and upgrade the Communications Systems requires continual assessments of the state of the system components in order to prioritize the system rehab efforts.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

Current Age: 24 Year(s) Standard Lifespan: 15 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$10,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$66,000		
CONSTRUCTION	$105,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$23,000		
* SUPPORT STAFF	$14,000		
* CONSULTANT	$5,000		
CONTINGENCY	$14,000		
TOTAL	$242,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TO
2026	$0	$0	$0	$0	
2027	$18,150	$18,150	$18,150	$18,150	$72
2028	$24,200	$24,200	$24,200	$24,200	$96
2029	$18,150	$18,150	$18,150	$18,150	$72
2030	$0	$0	$0	$0	
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determir by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30% year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

CONLEYD PROJECT# 3275.00

PROJECT : VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

SCOPE

TYPE: REHAB | MR

Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Co (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency S Maintenance Contractors and Construction Contractors.

Mile Posts: 426.4 - 441.24

Division: Ventura - VC County County: VN Asset Type: Communicatio

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 4: Retain and Grow Ridership) Improve service reliability
4. (Goal 4: Retain and Grow Ridership) Increase system utilization
5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints about Metrolink communications

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Over the last 25 years, SCRRA's Communications systems has infrastructure has evolved and grown to keep pace with the technological demands of the railroad operations. Many components of the Communications Systems have exceeded their end-of-life cycle. To Maintain and upgrade the Communications Systems requires continual assessments of the state of the system components in order to prioritize the system rehab efforts.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

Current Age: 24 Year(s) Standard Lifespan: 15 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$30,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$115,000		
CONSTRUCTION	$136,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$21,000		
* SUPPORT STAFF	$9,000		
* CONSULTANT	$0		
CONTINGENCY	$16,000		
TOTAL	$332,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOT
2026	$0	$0	$0	$0	
2027	$24,900	$24,900	$24,900	$24,900	$99,6
2028	$33,200	$33,200	$33,200	$33,200	$132,8
2029	$24,900	$24,900	$24,900	$24,900	$99,6
2030	$0	$0	$0	$0	
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determine by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

CONLEYD PROJECT# 3276.00

PROJECT : VALLEY SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

SCOPE

TYPE: REHAB | MRP

Mile Posts: 3.5 - 76.54

Division: Valley County: ALL Asset Type: Communications

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 4: Retain and Grow Ridership) Improve service reliability
4. (Goal 4: Retain and Grow Ridership) Increase system utilization

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Over the last 25 years, SCRRA's Communications systems has infrastructure has evolved and grown to keep pace with the technological demands of the railroad operations. Many components of the Communications Systems have exceeded their end-of-life cycle. To Maintain and upgrade the Communications Systems requires continual assessments of the state of the system components in order to prioritize the system rehab efforts.

RANKING // PROJECT READINESS

1. Condition of Asset..... Marginal
2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

Current Age: 24 Year(s) Standard Lifespan: 15 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$50,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$130,000		
CONSTRUCTION	$179,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$44,000		
* SUPPORT STAFF	$16,000		
* CONSULTANT	$0		
CONTINGENCY	$26,000		
TOTAL	$450,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$33,750	$33,750	$33,750	$33,750	$135,000
2028	$45,000	$45,000	$45,000	$45,000	$180,000
2029	$33,750	$33,750	$33,750	$33,750	$135,000
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

CONLEYD PROJECT# 3277.00

PROJECT : RIVERSIDE LINE TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

SCOPE

TYPE: REHAB | MRP |

Riverside Line Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: Customer Information Systems - Shelter Environmental Subsystems. Specifically (PEDELY, WEST CORONA, NORTH MAIN CORONA, LA SIERRA STATIONS) Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors. Note: cut EAST ONTARIO station from this scope as it resides in SB County.

Mile Posts: 26.6 BNSF / 41.6 UP - 24.1 BNSF / 49.6

Division: Riverside County: RV Asset Type: Communications

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 4: Retain and Grow Ridership) Improve service reliability
4. (Goal 4: Retain and Grow Ridership) Increase system utilization
5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints about Metrolink communications

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The Customer Information Systems (CIS), both audio and visual, at these stations are the original equipment installed when the stations first open and are below current SCRRA standards. They also do not include the LCD Monitors that show upcoming train arrivals. Traditionally, SCRRA has not requested Agency funding for Communications (or any other assets) at these stations since they are adjacent to track that is not owned or maintained by Metrolink.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

Current Age: 29 Year(s) Standard Lifespan: 15 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$40,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$90,000		
CONSTRUCTION	$160,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$28,000		
* SUPPORT STAFF	$14,000		
* CONSULTANT	$10,000		
CONTINGENCY	$21,000		
TOTAL	$368,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$27,600	$27,600	$27,600	$27,600	$110,400
2028	$36,800	$36,800	$36,800	$36,800	$147,200
2029	$27,600	$27,600	$27,600	$27,600	$110,400
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

CONLEYD PROJECT# 3285.00

PROJECT : LOS ANGELES FREIGHT ROW CIS, SYSTEMS REHABILITATION

SCOPE

TYPE: REHAB | MRF

LOS ANGELES FREIGHT ROW Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog for the Customer Information Systems - Video Surveillance and Security Systems. SPECIFICALLY LOOKING TO UPGRADE CUSTOMER INFORMATION SYSTEMS AT (COMMERCE, MONTEBELLO AND INDUSTRY STATIONS) FOR FY26. Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Constructic Contractors.

Mile Posts: 2.1 UP - 25 UP

Division: Freight RR ROW County: LA Asset Type: Communications

OBJECTIVES

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 4: Retain and Grow Ridership) Improve service reliability
4. (Goal 4: Retain and Grow Ridership) Increase system utilization
5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints about Metrolink communications

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The Customer Information Systems (CIS), both audio and visual, at these stations are the original equipment installed when the stations first open and are below current SCRRA standards. They also do not include the LCD Monitors that show upcoming train arrivals. Traditionally, SCRRA has not requested Agency funding for Communications (or any other assets) at these stations since they are adjacent to track that is not owned or maintained by Metrolink.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn
2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed

Current Age: 29 Year(s) Standard Lifespan: 15 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$40,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$120,000		
CONSTRUCTION	$200,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$0		
PROJECT MANAGEMENT			
* P.M STAFF	$14,000		
* SUPPORT STAFF	$35,000		
* CONSULTANT	$15,000		
CONTINGENCY	$26,000		
TOTAL	$450,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTA
2026	$0	$0	$0	$0	
2027	$33,750	$33,750	$33,750	$33,750	$135,0
2028	$45,000	$45,000	$45,000	$45,000	$180,0
2029	$33,750	$33,750	$33,750	$33,750	$135,0
2030	$0	$0	$0	$0	
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determined project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSAL

HAD PROJECT# 3365.00

PROJECT : MP36 LOCOMOTIVE SERVICE LIFE EXTENSION & REPAIR

SCOPE

TYPE: REHAB | MRP |

BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY.

The MP36 OOS & Service Life Extension project is scoped to send 4 “base” units in for Heavy Repair to allow them to return to service.
The ask of $12.4M being requested for FY-26 will allow us to overhaul the entire fleet and extend the life of the fleet by 15 more years. With the inclusion of this ask of $12.5M we will be able to overhaul all the units and be ready for the Olympics.
The prior funding associated with this project is as follows:
FY21 = $1M
FY23 = $3.6M
FY24 = $3.6M
FY25 = $8.316M
This is an ongoing program with the current funding associated with procurement that is expected to be executed by May 2025.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

• This overhaul is intended for life extension and repair of out-of-service locomotive to support 2028 Olympic program with sufficient locomotive availability.

RANKING // PROJECT READINESS

1. Condition of Asset..... Adequate
2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

• Increase of impact to revenue service due to increase in unscheduled maintenance on degraded equipment.

Current Age: 17 Year(s) Standard Lifespan: 30 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$4,775,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$20,000		
DBE/LABOR	$20,000		
PROJECT MANAGEMENT			
* P.M STAFF	$300,000		
* SUPPORT STAFF	$88,000		
* CONSULTANT	$475,000		
CONTINGENCY	$568,000		
TOTAL	$6,246,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$124,920	$124,920	$124,920	$124,920	$499,680
2028	$312,300	$312,300	$312,300	$312,300	$1,249,200
2029	$515,295	$515,295	$515,295	$515,295	$2,061,180
2030	$437,220	$437,220	$437,220	$437,220	$1,748,880
2031	$171,765	$171,765	$171,765	$171,765	$687,060

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT PROPOSALS FOR FY2026 BUDGET - NEW CAPITAL PROJECTS ONLY

							FUNDINGS					
PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3125	Capital	ALL	All	Information Technology	TIL Compliant IT Service Management Solution	Implement an ITIL-compliant IT Service Management solution to support the IDENTIFY critical cyber security domain of the National Institute of Standards and Technology Cyber Security Framework. Currently, IDTS is unable to maintain a comprehensive inventory of technology assets, critical functions, and cyber security risks to ensure their protection, and properly manage the services they provide.	$231,000	$109,725	$45,738	$25,641	$33,264	$16,632	
3186	Capital	ALL	All	Information Technology	Enhance Network Infrastructure Security	Enhance the Network Infrastructure Security by implementing Software Firewalls in our Cloud Environments (Azure, AWS, etc) and introduce AI security products	$236,000	$112,100	$46,728	$26,196	$33,984	$16,992	
3227	Capital	ALL	All	Rolling Stock	Smart Maintenance	• Rebuild the onboard maintenance system with sensor technology. • Build wireless network infrastructure in Metrolink rolling stock . • Connection capacity to onboard system that could be delivered by other projects such as CCTV, DVR and so on. • Develop software for wireless maintenance and connection to the onboard systems.	$5,005,000	$2,377,375	$990,990	$555,555	$720,720	$360,360	
3228	Capital	ALL	All	Facilities	LAUS West Portal Customer Service Office Refurbishment	• Expand the West Portal ticketing and lost and found offices, provide necessary office space • Increase the number of windows and the frontage of the ticketing office at Los Angeles Union Station • There will be refurbishment will increase capacity for the 12 to 15 FTE's that work at this location. Current capacity is only 250 Sq Feet. • There has been a similar request in FY-25 (Proposal 2883) for $786,000. • The budget requested for FY-26 is for additional funds to complete the project	$416,000	$197,600	$82,368	$46,176	$59,904	$29,952	

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	
3232	Capital	ALL	All	Non-Revenue Fleet	Mobile Train Dispatch Operations Center	Procure and upfit a mobile dispatch trailer with appropriate equipment and software capable to being trailered by F550 or similar truck, procured by this project. The mobile train dispatch center equips SCRRA with the ability to execute remote train dispatch over all SCRRA lines, independent of the DOC and MOC. This flexibility also enables the mobile center to be relocated throughout the Southern California region to cater to events that necessitate key staff to operate away from Pomona, CA. The existing SCRRA infrastructure encompasses two critical facilities, which are the exclusive means of dispatching trains across the system, located within a half-mile radius of each other and on the same electrical utility feed. In the event of a natural disaster, terrorist attack, or a cyber-attack that compromises this specific area or assets, it poses a significant risk of halting all SCRRA rail operations across Southern California. Mobile dispatching provides system resiliency and frees up much needed office space at MOC to convert to engineering offices, moving remaining two Program Delivery departments from DOC to one building, MOC Cost includes: Mobile fifth wheel Dispatch Center, servers, furniture and monitors, software license, F550 or similar truck, consultant for designs, training and construction, as well as consultant's design cost to convert MOC dispatch area into office space.	$3,930,000	$1,866,750	$778,140	$436,230	$565,920	$282,960	$0
3240	Capital	ALL	All	Facilities	Construction of PTC Training Center	BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY. The construction of the PTC Training Center at the Melbourne facility will include the following features: A. Two PTC simulator rooms, with an instructor's room positioned between them, equipped with glass windows for direct observation of trainee activities. (one for F125, one for DMU/ZEMU) B. Two training rooms: one with a capacity of 25-30 people, and a smaller room for 8-12 people. Additionally, a lab offices with an access door to the PTC lab will be constructed. COSTS TO BE SPLIT 90% Systemwide / 10% ARROW funding (#3406) BUDGET DECREASED from $4.3M to $2.1M; SCOPE NEEDS TO BE ADJUSTED.	$2,161,000	$1,026,475	$427,878	$239,871	$311,184	$155,592	

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	
3265	Capital	ALL	All	Non-Revenue Fleet	Portable wheel true and rotor change out equipment acquisition	Procure and commission 1 Portable Wheel True lathe and 1 Rotor Change machine. Includes equipment and maintenance training for mechanical crew. 1. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and separation of cart or locomotive from the consist, cutting impact to operations form days to hours. This wheel true machine will also able to cut wheels for Arrow fleet, removing the need to remove and reinstall buggies, transport to them to CMF to wheel true and bring back to San Bernardino. Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. 2. Rotor change our machine will allow mechanical team to replace defect rotors from cars on the PM track without having to cut the defective car from the consist, shopping equipment for days. The equipment can be repaired during the service window at CMF. $640K Project Total: To split 90% Agency (#3265) and 10% Arrow (#3405).	$576,000	$273,600	$114,048	$63,936	$82,944	$41,472	$0
3270	Capital	ALL	All	Facilities	EV Infrastructure	•Feasiblility & Design Phase : Develop comprehensive drawings and plans for the EV charging infrastructure, including site layout, electrical specifications, and integration with existing facilities. This will involve coordination with utility providers and relevant stakeholders to ensure the infrastructure meets all operational and safety requirements. The project will also include preparation and submission of the necessary permit applications to local authorities and applications for applicable utility rebates and incentives. • Construction Phase: Build and install electric vehicle (EV) charging stations at designated Metrolink yards. This will include site preparation, installation of charging units, electrical connections, and integration with the existing power supply. The project aims to provide reliable and efficient charging facilities for the future electric Non-revenue fleet, supporting sustainability goals and enhancing operational efficiency across the Metrolink network.	$2,151,000	$1,021,725	$425,898	$238,761	$309,744	$154,872	
3305	Capital	ALL	All	Business Systems	New Budget System	Modernized the SCRRA annual budget application (BRAIN)..	$872,000	$414,200	$172,656	$96,792	$125,568	$62,784	
						NEW CAPITAL TOTAL	**$15,578,000**	**$7,399,550**	**$3,084,444**	**$1,729,158**	**$2,243,232**	**$1,121,616**	
						PROJECT COUNT	**9**						

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

METRO LINK

PROJECT PROPOSAL

FY2

GROSMANV PROJECT# 3125.00

PROJECT : TIL COMPLIANT IT SERVICE MANAGEMENT SOLUTION

SCOPE

TYPE: CAPITAL | NON-MRP |

Implement an ITIL-compliant IT Service Management solution to support the IDENTIFY critical cyber security domain of the National Institute of Standards and Technology Cyber Security Framework. Currently, IDTS is unable to maintain a comprehensive inventory of technology assets, critical functions, and cyber security risks to ensure their protection, and properly manage the services they provide.

Mile Posts: n/a

Division: All County: ALL Asset Type: Information Technology

OBJECTIVES

1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
2. (Goal 6: Improve Communications to Customers and Stakeholders) Improve communication and partnership with stakeholders
3. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints about Metrolink communications
4. (Goal 7: Improve Organizational Efficiency) Clearly define staff roles and responsibilities

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The need for this project arises from the critical necessity to enhance the cybersecurity posture and IT service management capabilities of the organization, specifically within the context of the National Institute of Standards and Technology (NIST) Cybersecurity Framework. Currently, the organization's IT Department faces significant challenges in maintaining a comprehensive inventory of technology assets, monitoring critical functions, and managing cyber risks. These challenges hinder the ability to effectively protect and secure the technology environment, which in turn impacts the delivery and quality of IT services to stakeholders.The implementation of an ITIL-compliant IT Service Management (ITSM) solution is essential to address these challenges by providing a structured, process-driven framework for managing IT services in alignment with both business objectives and cybersecurity standards. ITIL, as a globally recognized best practice framework, will enable IDTS to establish standardized processes for managing the complete lifecycle of IT services—from service design and transition to operation and continual improvement.

The proposed ITSM solution will directly support the "Identify" domain of the NIST Cybersecurity Framework by enabling the organization to maintain a complete, up-to-date inventory of IT assets and their associated risks. This will facilitate the identification of critical assets, vulnerabilities, and dependencies, allowing for more effective risk management and the establishment of appropriate controls. By improving visibility into the IT landscape and enhancing the management of services, the organization will be better positioned to protect its systems and data, detect potential threats, and respond to incidents with greater agility.

In addition to the cybersecurity benefits, this solution will enable IDTS to optimize service delivery, improve communication with stakeholders, and increase overall operational efficiency. By leveraging ITIL best practices, IDTS will be able to reduce service downtime, improve service quality, and align IT operations more closely with the evolving needs of the organization. The outcome will be a more resilient IT environment that is capable of meeting both current and future cybersecurity challenges, while also delivering high-quality, reliable services to the organization and its stakeholders.

RANKING // PROJECT READINESS

1. System Reliability..... Average
2. Ridership Increase..... Low
3. Capacity Improvements..... Low
4. Safety & Security..... Low
5. Environmental..... Low

The ranking does apply to software.

RISK CREATED BY NON-IMPLEMENTATION

If the ITIL-compliant IT Service Management solution is not implemented, the organization faces several significant risks, particularly in terms of cybersecurity and service delivery. Without a comprehensive asset inventory and structured processes, the organization will struggle to identify and address critical vulnerabilities within its IT environment. This lack of visibility can lead to undetected security risks, slower response times to cyber incidents, and a heightened likelihood of successful attacks.Moreover, the absence of an ITIL-compliant framework will hinder effective service management, leading to inefficiencies, service disruptions, and prolonged downtimes. Furthermore, without a systematic approach to continual improvement, the organization may fail to adapt to evolving business needs and emerging threats, limiting its ability to scale and innovate. Ultimately, this lack of structure and oversight could severely impact the organization's ability to deliver reliable, secure IT services, diminishing stakeholder confidence.

Current Age: New Standard Lifespan: 10 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$180,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$14,000		
* SUPPORT STAFF	$11,000		
* CONSULTANT	$0		
CONTINGENCY	$21,000		
TOTAL	$231,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$28,875	$28,875	$28,875	$28,875	$115,500
2028	$28,875	$28,875	$28,875	$28,875	$115,500
2029	$0	$0	$0	$0	$0
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

PROJECT PROPOSAL

PEREZO PROJECT# 3186.00

PROJECT : ENHANCE NETWORK INFRASTRUCTURE SECURITY

SCOPE

TYPE: CAPITAL | MRP |

Enhance the Network Infrastructure Security by implementing Software Firewalls in our Cloud Environments (Azure, AWS, etc) and introduce AI security products

Mile Posts: n/a

Division: All County: ALL Asset Type: Information Technology

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Improve service reliability
2. (Goal 4: Retain and Grow Ridership) Increase system utilization
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
4. (Goal 3: Invest in People and Assets) Reduce employee turnover
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Metrolink's increased usage of cloud based services has prompted the need to increase the security posture in its cloud environment (specifically Microsoft Azure). Metrolink IDTS is looking to added Palo Alto Software Firewalls to it's cloud environments to increase the security of our cloud services by adding more features and functionality and more granularity in creating security rules. Metrolink IDTS also is looking to add an AI network monitoring tool to flush out unwanted malware, threats and other vulnerabilities

RANKING // PROJECT READINESS

1. System Reliability..... High
2. Ridership Increase..... Average
3. Capacity Improvements..... Average
4. Safety & Security..... High
5. Environmental..... Low

Improving the cybersecurity posture of Metrolink increases the uptime of our webservices and minimizes the risks due to potential cybersecurity attacks

RISK CREATED BY NON-IMPLEMENTATION

The risk of not funding this project is that it increase the chances of cybersecurity attacks on our cloud services, mainly Metrolink's webservers

Current Age: New Standard Lifespan: 0 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$195,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$14,000		
* SUPPORT STAFF	$0		
* CONSULTANT	$0		
CONTINGENCY	$22,000		
TOTAL	$236,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$17,700	$17,700	$17,700	$17,700	$70,800
2028	$23,600	$23,600	$23,600	$23,600	$94,400
2029	$17,700	$17,700	$17,700	$17,700	$70,800
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

PROJECT PROPOSAL

BLEICHK PROJECT# 3227.00

PROJECT : SMART MAINTENANCE

SCOPE

TYPE: CAPITAL | NON-MRP |

- Rebuild the onboard maintenance system with sensor technology.
- Build wireless network infrastructure in Metrolink rolling stock .
- Connection capacity to onboard system that could be delivered by other projects such as CCTV, DVR and so on.
- Develop software for wireless maintenance and connection to the onboard systems.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership
2. (Goal 4: Retain and Grow Ridership) Increase system utilization
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

- Wireless network infrastructure in passenger cars for remote maintenance and connection to onboard system such as HVAC, door, event recorder, CCTV, DVR, communication, side destination, brake and so on.
- Estimated cost is 500K per 5 car trainset. It would be expected to have 1 trainset delivered every 2 month from early 2026 as per the latest schedule. Considering the budget would be available by 2027 Jan and the timeline required to execute the option order.

RANKING // PROJECT READINESS

1. System Reliability..... Average
2. Ridership Increase..... Minor
3. Capacity Improvements..... High
4. Safety & Security..... Average
5. Environmental..... Low

RISK CREATED BY NON-IMPLEMENTATION

- Maintenance performance for the onboard system would stay in relative low efficiency with local capability, compared to the remote/wireless capability that is available everywhere.

Current Age: New Standard Lifespan: 0 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$4,000,000		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$10,000		
DBE/LABOR	$20,000		
PROJECT MANAGEMENT			
* P.M STAFF	$175,000		
* SUPPORT STAFF	$25,000		
* CONSULTANT	$320,000		
CONTINGENCY	$455,000		
TOTAL	$5,005,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$250,250	$250,250	$250,250	$250,250	$1,001,000
2028	$375,375	$375,375	$375,375	$375,375	$1,501,500
2029	$500,500	$500,500	$500,500	$500,500	$2,002,000
2030	$125,125	$125,125	$125,125	$125,125	$500,500
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

PROJECT PROPOSAL

GORGYOUSA PROJECT# 3228.00

PROJECT : LAUS WEST PORTAL CUSTOMER SERVICE OFFICE REFURBISHMENT

SCOPE

TYPE: CAPITAL | NON-MF

- Expand the West Portal ticketing and lost and found offices, provide necessary office space
- Increase the number of windows and the frontage of the ticketing office at Los Angeles Union Station
- There will be refurbishment will increase capacity for the 12 to 15 FTE's that work at this location. Current capacity is only 250 Sq Feet.
- There has been a similar request in FY-25 (Proposal 2883) for $786,000.
- The budget requested for FY-26 is for additional funds to complete the project

Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

OBJECTIVES

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
2. (Goal 4: Retain and Grow Ridership) Increase system utilization
3. (Goal 3: Invest in People and Assets) Reduce employee turnover
4. (Goal 4: Retain and Grow Ridership) Grow and retain ridership

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

- The project is essential to improve the current deteriorated office conditions.
- The project is crucial to enhance Metrolink's image and presence at Union Station.

RANKING // PROJECT READINESS

1. System Reliability..... High
2. Ridership Increase..... Average
3. Capacity Improvements..... Average
4. Safety & Security..... Average
5. Environmental..... Low

The program is supporting 2028 Olympic programs with better equipped and remodeled Metrolink office in LAUS. Furthermore, the project will improve safety of our customers.

RISK CREATED BY NON-IMPLEMENTATION

- Longer queues during the Olympics period.
- Negatively affects Metrolink's image and damages its reputation.
- Impacts employee satisfaction.

Current Age: New Standard Lifespan: 50 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$50,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$230,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$8,000		
DBE/LABOR	$10,000		
PROJECT MANAGEMENT			
* P.M STAFF	$18,000		
* SUPPORT STAFF	$12,000		
* CONSULTANT	$50,000		
CONTINGENCY	$38,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TO
2026	$0	$0	$0	$0	
2027	$98,800	$98,800	$98,800	$98,800	$395
2028	$5,200	$5,200	$5,200	$5,200	$20
2029	$0	$0	$0	$0	
2030	$0	$0	$0	$0	
2031	$0	$0	$0	$0	

Cash Flow is constructed based on overall % of project completion as determined l project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

PROJECT PROPOSAL

FY26

FERNANDEZK PROJECT# 3232.00

PROJECT : MOBILE TRAIN DISPATCH OPERATIONS CENTER

SCOPE

TYPE: CAPITAL | NON-MRP |

Procure and upfit a mobile dispatch trailer with appropriate equipment and software capable to being trailered by F550 or similar truck, procured by this project.
The mobile train dispatch center equips SCRRA with the ability to execute remote train dispatch over all SCRRA lines, independent of the DOC and MOC. This flexibility also enables the mobile center to be relocated throughout the Southern California region to cater to events that necessitate key staff to operate away from Pomona, CA.
The existing SCRRA infrastructure encompasses two critical facilities, which are the exclusive means of dispatching trains across the system, located within a half-mile radius of each other and on the same electrical utility feed. In the event of a natural disaster, terrorist attack, or a cyber-attack that compromises this specific area or assets, it poses a significant risk of halting all SCRRA rail operations across Southern California.
Mobile dispatching provides system resiliency and frees up much needed office space at MOC to convert to engineering offices, moving remaining two Program Delivery departments from DOC to one building, MOC
Cost includes:
Mobile fifth wheel Dispatch Center, servers, furniture and monitors, software license, F550 or similar truck, consultant for designs, training and construction, as well as consultant's design cost to convert MOC dispatch area into office space.

Mile Posts: n/a

Division: All County: ALL Asset Type: Non-Revenue Fleet

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Improve service reliability
2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
3. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The existing SCRRA infrastructure encompasses two critical facilities, which are the exclusive means of dispatching trains across the system, located within a half-mile radius of each other and on the same electrical utility feed. In the event of a natural disaster, terrorist attack, or a cyber-attack that compromises this specific area or assets, it poses a significant risk of halting all SCRRA rail operations across Southern California.

RANKING // PROJECT READINESS

1. System Reliability..... High
2. Ridership Increase..... High
3. Capacity Improvements..... High
4. Safety & Security..... High
5. Environmental..... High

RISK CREATED BY NON-IMPLEMENTATION

Due to proximity of existing primary and back up dispatch centers, during natural disaster, terrorist attack, or a cyber-attack, dispatching capacity of SCRRA maybe significantly impacted, delaying or suspending service during the most needed times.

Current Age: 124 Year(s) Standard Lifespan: 20 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$96,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$250,000		
CONSTRUCTION	$1,254,000		
SPECIAL RAIL EQUIP	$1,048,000		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$10,000		
DBE/LABOR	$25,000		
PROJECT MANAGEMENT			
* P.M STAFF	$119,000		
* SUPPORT STAFF	$102,000		
* CONSULTANT	$573,000		
CONTINGENCY	$453,000		
TOTAL	$3,930,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$147,375	$147,375	$147,375	$147,375	$589,500
2028	$687,750	$687,750	$687,750	$687,750	$2,751,000
2029	$147,375	$147,375	$147,375	$147,375	$589,500
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

METRO LINK

PROJECT PROPOSAL

FY26

GORGYOUSA PROJECT# 3240.00

PROJECT : CONSTRUCTION OF PTC TRAINING CENTER

SCOPE

TYPE: CAPITAL | NON-MRP

BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY.
The construction of the PTC Training Center at the Melbourne facility will include the following features:

A. Two PTC simulator rooms, with an instructor's room positioned between them, equipped with glass windows for direct observation of trainee activities. (one for F125, one for DMU/ZEMU)

B. Two training rooms: one with a capacity of 25-30 people, and a smaller room for 8-12 people. Additionally, a lab offices with an access door to the PTC lab will be constructed.

COSTS TO BE SPLIT 90% Systemwide / 10% ARROW funding (#3406)

Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Increase system utilization
2. (Goal 3: Invest in People and Assets) Reduce employee turnover
3. (Goal 4: Retain and Grow Ridership) Improve service reliability

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Provide additional PTC training facility will have impact on.
• enhance and improve training capabilities for operational teams, particularly train engineers, are vital for the agency's ability to maintain safe and efficient revenue service. These upgrades are not just beneficial, but essential for meeting safety standards, regulatory compliance, and ensuring that staff are equipped to handle both current and future operational demands.

• Furthermore, any delay in securing the required funds could result in project delays, increased costs due to inflation and market fluctuations, and potential disruptions to the agency's overall service. Investing in this project now ensures cost efficiency and prevents costly future repairs or stop-gap measures.

RANKING // PROJECT READINESS

1. System Reliability..... Average
2. Ridership Increase..... Average
3. Capacity Improvements..... Average
4. Safety & Security..... High
5. Environmental..... Low

With the current and anticipated increase in train operations, the PTC training program must scale to meet the growing demand in the near future.
Further underscoring the need for infrastructure improvements and expanded capacity to accommodate the increasing PTC training requirements.
Ensuring the safe operation of revenue service relies on having well-trained engineering teams. This program will provide the agency with a larger pool of highly qualified and skilled engineers, enhancing safety and operational efficiency for the agency's services.

RISK CREATED BY NON-IMPLEMENTATION

• Disruption to PTC Training Program: Without the necessary funds, the Melbourne facility will be unable to support the required enhancements to the (PTC) training program. This would significantly impact the ability to adequately train engineers, potentially compromising operational readiness and safety.

Current Age: New Standard Lifespan: 50 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$250,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$1,540,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$15,000		
DBE/LABOR	$12,000		
PROJECT MANAGEMENT			
* P.M STAFF	$63,000		
* SUPPORT STAFF	$60,000		
* CONSULTANT	$24,000		
CONTINGENCY	$197,000		
TOTAL	$2,161,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$108,050	$108,050
2027	$108,050	$108,050	$108,050	$108,050	$432,200
2028	$189,088	$189,088	$189,088	$189,086	$756,350
2029	$162,075	$162,075	$162,075	$162,075	$648,300
2030	$54,025	$54,025	$54,025	$54,025	$216,100
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

PROJECT : PORTABLE WHEEL TRUE AND ROTOR CHANGE OUT EQUIPMENT ACQUISITION

SCOPE

TYPE: CAPITAL | NON-MRP |

Procure and commission 1 Portable Wheel True lathe and 1 Rotor Change machine. Includes equipment and maintenance training for mechanical crew. 1. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and separation of cart or locomotive from the consist, cutting impact to operations form days to hours. This wheel true machine will also able to cut wheels for Arrow fleet, removing the need to remove and reinstall buggies, transport to them to CMF to wheel true and bring back to San Bernardino. Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. 2. Rotor change our machine will allow mechanical team to replace defect rotors from cars on the PM track without having to cut the defective car from the consist, shopping equipment for days. The equipment can be repaired during the service window at CMF.

Mile Posts: n/a

Division: All County: ALL Asset Type: Non-Revenue Fleet

OBJECTIVES

1. (Goal 4: Retain and Grow Ridership) Improve service reliability
2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and separation of cart or locomotive from the consist, cutting impact to operations form days to hours. This wheel true machine will also able to cut wheels for Arrow fleet, removing the need to remove and reinstall buggies, transport to them to CMF to wheel true and bring back to San Bernardino. Rotor change our machine will allow mechanical team to replace defect rotors from cars on the PM track without having to cut the defective car from the consist, shopping equipment for days. The equipment can be repaired during the service window at CMF.

RANKING // PROJECT READINESS

1. System Reliability..... High
2. Ridership Increase..... High
3. Capacity Improvements..... High
4. Safety & Security..... High
5. Environmental..... High

RISK CREATED BY NON-IMPLEMENTATION

Service interruption due to lack of available revenue equipment for service when a there are wheel or rotor defects. If 32 year old stationary wheel true machine fails at CMF, we will have to contract with nearby RR and mover equipment to their yard for wheel truing.

Current Age: New Standard Lifespan: 10 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$0		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$505,000		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$3,000		
PROJECT MANAGEMENT			
* P.M STAFF	$4,000		
* SUPPORT STAFF	$11,000		
* CONSULTANT	$0		
CONTINGENCY	$53,000		
TOTAL	$576,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$21,600	$21,600	$21,600	$21,600	$86,400
2028	$100,800	$100,800	$100,800	$100,800	$403,200
2029	$21,600	$21,600	$21,600	$21,600	$86,400
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

PROJECT : EV INFRASTRUCTURE

SCOPE

TYPE: CAPITAL | NON-MRP |

•Feasiblility & Design Phase : Develop comprehensive drawings and plans for the EV charging infrastructure, including site layout, electrical specifications, and integration with existing facilities. This will involve coordination with utility providers and relevant stakeholders to ensure the infrastructure meets all operational and safety requirements. The project will also include preparation and submission of the necessary permit applications to local authorities and applications for applicable utility rebates and incentives.

Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

OBJECTIVES

1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
2. (Goal 4: Retain and Grow Ridership) Improve service reliability
3. (Goal 4: Retain and Grow Ridership) Increase system utilization
4. (Goal 3: Invest in People and Assets) Maintain State of Good Repair

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

• Completion of Construction Requires Full Budget Allocation:
While the project is currently about to kick off the design phase, transitioning to the construction phase will require full budget allocation. Without securing additional funds, the project risks delays or incomplete execution, which could negatively impact the agency's timelines and goals for electrification. To ensure the seamless execution of the project, sufficient funding is necessary to cover all construction activities, including site preparation, equipment installation, and electrical integration.

•Supporting Metrolink's Sustainability Goals:

RANKING // PROJECT READINESS

1. System Reliability..... High
2. Ridership Increase..... Average
3. Capacity Improvements..... Average
4. Safety & Security..... Average
5. Environmental..... High

RISK CREATED BY NON-IMPLEMENTATION

• Incomplete construction or delay in completing the work due to waiting for the budget.
• Operating facility team is procuring electric vehicle now. This facility capital program should support in time - no charging stations when there are electrical vehicles.
• Compliance requirement is in effect - zero-emission fleet by 2030.

The compliance is related to not only the agency but also the public as to the zero-emission policy. The EV non-revenue fleets are being procured and the infrastructure must be in place by the time those fleets are delivered.

Current Age: New Standard Lifespan: 30 Year(s

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$140,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$1,600,000		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$15,000		
DBE/LABOR	$20,000		
PROJECT MANAGEMENT			
* P.M STAFF	$35,000		
* SUPPORT STAFF	$65,000		
* CONSULTANT	$80,000		
CONTINGENCY	$196,000		
TOTAL	$2,151,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$268,875	$268,875	$268,875	$268,875	$1,075,500
2028	$268,875	$268,875	$268,875	$268,875	$1,075,500
2029	$0	$0	$0	$0	$0
2030	$0	$0	$0	$0	$0
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

PROJECT PROPOSAL

ZAVAREIS PROJECT# 3305.00

PROJECT : NEW BUDGET SYSTEM

SCOPE

TYPE: CAPITAL | NON-MRP |

Modernized the SCRRA annual budget application (BRAIN)..

Mile Posts: n/a

Division: All County: ALL Asset Type: Business Systems

OBJECTIVES

1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
2. (Goal 4: Retain and Grow Ridership) Increase system utilization
3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

The current budget application (BRIAN) was developed in house over 10 years ago, It needs to be modernized to the most recent security standards as well as enhancing it functional capabilities to meet new Business requirements.

RANKING // PROJECT READINESS

1. System Reliability..... High
2. Ridership Increase..... High
3. Capacity Improvements..... High
4. Safety & Security..... High
5. Environmental..... High

RISK CREATED BY NON-IMPLEMENTATION

The code is outdated. Therre is very limited resource to keep it up to standard. There is no backup resource.

Current Age: New Standard Lifespan: 0 Year(s)

BUDGET

	AMOUNT	START	END
CONTRACT PACKAGING	$0		
DESIGN	$500,000		
ENVIRONMENTAL	$0		
ROW ACQUISITION	$0		
MATERIAL	$0		
CONSTRUCTION	$0		
SPECIAL RAIL EQUIP	$0		
FLAGGING	$0		
BUS BRIDGES	$0		
CLOSE OUT	$0		
DBE/LABOR	$5,000		
PROJECT MANAGEMENT			
* P.M STAFF	$252,000		
* SUPPORT STAFF	$35,000		
* CONSULTANT	$0		
CONTINGENCY	$80,000		
TOTAL	$872,000		

CASH FLOW

FY	Q1	Q2	Q3	Q4	TOTAL
2026	$0	$0	$0	$0	$0
2027	$32,700	$32,700	$32,700	$32,700	$130,800
2028	$76,300	$76,300	$76,300	$76,300	$305,200
2029	$76,300	$76,300	$76,300	$76,300	$305,200
2030	$32,700	$32,700	$32,700	$32,700	$130,800
2031	$0	$0	$0	$0	$0

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment C - New Capital FY 25/26 Projects List (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

Attachment: (Include) Metrolink FY 25/26 Funding Resolution No. 25-073 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

RESOLUTION NO. 25-073

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE FUNDING OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BUDGET FOR FISCAL YEAR 2025/2026 FOR METROLINK SERVICE

WHEREAS, the Southern California Regional Rail Authority ("SCRRA") is a Joint Powers Authority ("JPA") funded by five (5) member agencies, including Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission, San Bernardino County Transportation Authority ("SBCTA"), and Ventura County Transportation Commission.

WHEREAS, the SCRRA provides commuter rail service through its operation of Metrolink, which operates to, and within, the Counties of Ventura, Los Angeles, Orange, Riverside, San Diego, and San Bernardino, of which SBCTA funds commuter rail services benefitting San Bernardino County on the San Bernardino Line, Inland Empire Orange County Line, and Riverside County Line consistent with the existing cost sharing formulas established by the JPA, to which SBCTA is a party.

WHEREAS, SBCTA and SCRRA are finalizing Memorandum of Understanding (MOU) No. 24-1003060, outlining the obligations and responsibilities of each respective agency for the Annual Funding Allocations for New Capital, State of Good Repair, and Operations of Metrolink Service.

WHEREAS, SCRRA's Budget Request to SBCTA for Metrolink Service for Fiscal Year 2025/2026 totals $51,810,938 for: $32,947,082 for Operating assistance, $16,620,624 for State of Good Repair assistance, and $2,243,232 for New Capital assistance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, commits, contingent on the execution of MOU No. 24-1003060, to funding the SCRRA Fiscal Year 2025/2026 annual subsidy and budget request for Metrolink Service with the following allocations:

Total Budget	**$51,810,938**
Operating	***$32,947,082***
$29,332,887	*Valley Local Transportation Funds*
$3,290,000	*Senate Bill 125 Transit and Intercity Rail Capital Program*
$324,195	*Senate Bill 1 State of Good Repair Operator Funds*
State of Good Repair	***$16,620,624***
$16,620,624	*Federal Transit Administration Section 5337 State of Good Repair Funds*
New Capital	***$2,243,232***
$1,870,424	*State Transit Assistance Operator Funds*
$372,808	*Federal Transit Administration Section 5337 State of Good Repair Funds*

This resolution shall become effective only upon both Parties' execution of MOU No. 24-1003060.

APPROVED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on June 4, 2025.

Ray Marquez, Board President
San Bernardino County Transportation Authority

ATTEST:

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

DRAFT

Attachment: (Include) Metrolink FY 25/26 Funding Resolution No. 25-073 (11626 : SCRRA Preliminary Budget Request for Fiscal Year 2025/2026

Minute Action

AGENDA ITEM: 23

Date: June 4, 2025

Subject:
Amendment to the Southern California Regional Rail Authority Fiscal Year 2024/2025 Budget for Metrolink Operations

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

Allocate $467,798 in Low Carbon Transit Operations Program funds to the Southern California Regional Rail Authority Budget for Fiscal Year 2024/2025 Metrolink Operations, for a total operating assistance allocation of $30,860,013.

Background:
During the Southern California Regional Rail Authority (SCRRA) Fiscal Year 2024/2025 Budget process, the Joint Powers Authority (JPA) member agencies, which includes the San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (LA Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC), agreed to fund the Student Adventure Pass program, which provides free fares to students on Metrolink.

The intent was to partially fund the program using SCRRA's Operator Share of Low Carbon Transit Operations Program (LCTOP) funds, with the member agencies supporting the balance. SBCTA's estimated share of the program was $386,300, and last April, SBCTA's Board of Directors (Board) allocated $467,798 of LCTOP population share to fund the program. The allocation amount is higher because at the time the staff report was developed, the SCRRA budget was not finalized. After the Board's approval, the resolution allocating the LCTOP funds was transmitted to the California Department of Transportation (Caltrans). During Caltrans' review of SBCTA's and SCRRA's allocation requests, they requested that SBCTA's population share allocation be submitted with SCRRA's operator allocation request; therefore, SCRRA received the LCTOP funding directly from Caltrans instead of it being funneled through SBCTA.

In June 2024, the SBCTA Board approved to fund and allocate the Fiscal Year 2024/2025 SCRRA Metrolink Operations Budget for a total operating assistance allocation of $29,569,677 which included $386,300 in funding for the Student Adventure Pass program using Local Transportation Funds (LTF). This resulted in SCRRA receiving an extra $386,300 in LTF funding and an extra $81,498 in LCTOP funds.

This item recommends that the Board approve an increase in LCTOP funding for the SCRRA's Budget to swap the funding for the Student Adventure Pass program from LTF to LCTOP. SCRRA will reconcile the additional LTF and LCTOP funding provided by SBCTA as part of the year-end process and return the extra LTF and LCTOP funds to SBCTA.

Financial Impact:
This item has no financial impact on the SBCTA adopted Budget for Fiscal Year 2024/2025 or proposed Budget for Fiscal Year 2025/2026 as SCRRA has received the LCTOP funds directly from the State.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on May 15, 2025.

Responsible Staff:
Nicole Soto, Multimodal Mobility Programs Administrator

Minute Action

AGENDA ITEM: 24

Date: June 4, 2025

Subject:
Zero Emission Multiple Unit Project Delivery Update

Recommendation:
Receive and file an update on the Zero Emission Multiple Unit vehicle and infrastructure work.

Background:
Beginning in December 2022, the Zero Emission Multiple Unit (ZEMU) train went through extensive testing in Switzerland. In August 2023, the ZEMU arrived at the Transportation Technology Center (TTC) in Pueblo, Colorado to begin testing in the United States. In October 2023, the ZEMU was showcased at the American Public Transportation Association (APTA) Expo and attendees were invited to ride the hydrogen-powered train for demonstration.

Testing at TTC concluded in May 2024 and the ZEMU made its way to San Bernardino, arriving in June 2024. Later that summer, a press event was held to celebrate the ZEMU's arrival in San Bernardino. ZEMU testing on the Arrow corridor commenced in October 2024 and continued through January 2025. While overall test results were favorable, initial test results showed that the industry wide positive train control (PTC) software, which also accounted for Multiple Units and is the current version installed on the ZEMU train, may require further updates to account for the ZEMU vehicle operating characteristics before the ZEMU can be used for revenue service. Metrolink is developing an update to the PTC software and completed the second engineering software test on April 23, 2025. The next test, which is the production software test, is scheduled to be conducted ~~in late May~~ **on June 14 and 15,** 2025. Revenue service is now ~~scheduled for mid-June~~**planned for Summer** 2025 but is contingent on completing the PTC software update and all required testing, as well as receiving the final approval to use the ZEMU for revenue service from the Federal Railroad Administration.

In September 2023, while the ZEMU was undergoing testing at TTC, the accompanying infrastructure work began. The Arrow Maintenance Facility (AMF) Retrofit project that will safely allow the maintenance of the ZEMU, is well underway and is anticipated to achieve substantial completion in July 2025. The retrofit work includes posted rail pit reinforcement to accommodate the heavier ZEMU, a dedicated heating, ventilation, and air conditioning system, and a hydrogen detection and fire suppression system designed to quickly extract hydrogen out of the building in case of a hydrogen leak and fire. Additionally, a portable liquid hydrogen fueler will be developed to support the ZEMU in revenue operations. In the meantime, the temporary hydrogen fueler used during testing at TTC and along the Arrow line will be used until the portable liquid hydrogen fueler is operational, which is currently scheduled for the summer of 2026.

As the ZEMU project concludes, staff continue to share the lessons learned and provide insights to other agencies that plan to implement hydrogen technology as part of its transportation system. On March 6, 2025, staff hosted a tour for the North County Transit District, which currently operates the Sprinter service using Diesel Multiple Unit (DMU) trains and is starting the process to evaluate options for replacing the DMUs. On May 22, 2025, SBCTA will also host

California State Transportation Agency and Japan Ministry of Land, Infrastructure, Transport, and Tourism Rail Decarbonization forum attendees for a demonstration ride on the ZEMU and a tour of the AMF and the hydrogen fueler.

Since the Transit Committee meeting on May 15, 2025, the software test date has been confirmed and updated in this item.

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 TIRCP, HIPP, and LTF funds in Program 30, Transit.

Reviewed By:
This item was received by the Transit Committee on May 15, 2025.

Responsible Staff:
Joy Buenaflor, Deputy Director of Transit & Rail Programs

Minute Action

AGENDA ITEM: 25

Date: June 4, 2025

Subject:
Council of Governments Ad Hoc Committee Extension

Recommendation:
That the Board, acting as the San Bernardino Council of Governments:

Extend the expiration date for the Council of Governments Ad Hoc Committee to June 30, 2026.

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 with an adopted Joint Powers Agreement comprised of 25 member agencies. SBCOG plays a vital role in supporting its member agencies and enhancing the communities in San Bernardino County 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 Council of Governments Ad Hoc Committee provides guidance on efforts led by SBCOG, providing valuable feedback for staff. Given that several projects benefit from the input of the Board of Directors on an ad hoc basis, the staff is requesting an extension of the Council of Governments Ad Hoc Committee for one additional year to June 30, 2026.

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.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 14, 2025.

Responsible Staff:
Suzanne Peterson, COG and Equity Programs Manager

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Entity: San Bernardino Council of Governments

Minute Action

AGENDA ITEM: 26

Date: June 4, 2025

Subject:
Amendment No. 2 to Bartlett Avenue Widening Funding Agreement No. 23-1002977

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

A. Allocate an additional $2,949,423 in Measure I Victor Valley Major Local Highway Program (MLHP) funds to the City of Adelanto for the Bartlett Avenue Widening Project.

B. Approve Amendment No. 2 to Funding Agreement No. 23-1002977 with the City of Adelanto for the Bartlett Avenue Widening, Adelanto Road to Richardson Road [originally Aster Road] Project, increasing the Measure I Victor Valley MLHP funds by $2,949,423 for a total of $4,956,923, extending the termination date through the anticipated project close-out date of December 31, 2028, and amending the limits of the project to Adelanto Road to Richardson Road.

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 are completed with the assistance from Subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The City of Adelanto (City) has identified a need for an additional $2,949,423 in Victor Valley Major Local Highway Program (MLHP) funds for their high-priority project, the Bartlett Avenue Widening Project (Project). The Project generally consists of roadway widening on Bartlett Avenue from Adelanto Road to Richardson Road. This includes grading, pavement grinding, utility adjustment, asphalt concrete paving, signing, and striping. Due to unforeseen storm water runoff mitigation requirements, the Project was split between two phases: Phase I Bartlett Avenue from Adelanto Road to Lilac Road and Phase II Bartlett Avenue from Lilac Road to Richardson Road, which extends beyond the limits of the existing funding agreement. Phase I was completed in March 2025. Environmental for Phase II is scheduled to begin in January 2026, and construction activity is expected to begin in September 2027. The City's request for funding allocation and limit extension meets the eligibility requirements for the Victor Valley MLHP as defined by the Victor Valley MLHP 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. The total estimated cost for the Project is $13,580,610, of which the Public Share amount is $4,956,923. The Public Share amount for Phase I was $1,943,957 and is estimated to be $3,012,966 for Phase II. 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.

Entity: San Bernardino County Transportation Authority

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 May 16, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

Responsible Staff:
Andrea Zureick, Director of Fund Administration

Contract Summary Sheet

General Contract Information

Contract No: 23-1002977 Amendment No.: 2

Contract Class: Payable Department: Fund Administration

Vendor No.: 00085 Vendor Name: City of Adelanto

Description: 23-1002977 Bartlett Avenue Widening

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	1,861,500.00	Original Contingency	$	-
Prior Amendments	$	146,000.00	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	2,949,423.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**4,956,923.00**	**Total Contingency Value**	**$**	**-**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**4,956,923.00**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11643

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Allocation N/A

Accounts Payable

Estimated Start Date: 07/31/2023 Expiration Date: 06/30/2025 Revised Expiration Date: 12/31/2028

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 4,956,923.00	Total Contingency: $ -
GL:	4230	50	0550	0516	54840	41100000		Victor Valley MLHP	4,956,923.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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GL:									-	-
GL:									-	-

Marc Lucius
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.001.249.54840

Attachment: 23-1002977-02 CSS (11643 : Amendment No. 2 to Bartlett Avenue Widening Funding Agreement No. 23-1002977)

AMENDMENT NO. 2 TO PROJECT FUNDING AGREEMENT NO. 23-1002977

FOR

BARTLETT AVENUE WIDENING, ADELANTO ROAD TO RICHARDSON ROAD PROJECT

(CITY OF ADELANTO)

This Amendment No. 2 to Project Funding Agreement ("AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Adelanto ("CITY"). SBCTA and CITY are each a "Party" or collectively "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program ("MLHP") funds; and

B. Bartlett Avenue Widening is one of the projects identified as eligible for such funding; and

C. The Parties entered into AGREEMENT on or about July 13, 2023, to allocate $1,861,500 in Measure I MLHP funds for the Public Share of costs through Construction for the Bartlett Avenue Widening, Adelanto Road to Aster Road Project ("PROJECT"); and

D. Amendment No. 1 to the Agreement, dated November 8, 2024, increased the allocation from $1,861,500 to $2,007,500 to fully fund the Public Share of the PROJECT through the Construction Phase and to extend the Agreement termination date to June 30, 2025; and

E. CITY wishes to extend the limits of the PROJECT, redefining PROJECT as Bartlett Avenue Widening, Adelanto Road to Richardson Road project, more accurately described in Attachment A: Description of Project and Milestones; and

F. CITY wishes to include the Project Approval and Environmental Document (PA/ED) phase as eligible for reimbursement, redefining PROJECT WORK as the PA/ED, PS&E, and Construction Phases of the PROJECT; and

G. CITY has identified a need for an additional $2,949,423 to fully fund the PROJECT; and

H. CITY has requested updates to Attachment A: Description of Project and Milestones and Attachment B: Summary of Estimated Costs; and

I. CITY has requested an extension of the Agreement termination date to June 30, 2028.

DRAFT

Attachment: 23-1002977-02 Draft (11643 : Amendment No. 2 to Bartlett Avenue Widening Funding Agreement No. 23-1002977)

NOW, THEREFORE, the Parties agree to the following:

1. Paragraph 1 of Section I is deleted in its entirety and replaced with the following:

   "1. To reimburse CITY for the actual cost of the PROJECT WORK up to a maximum of $4,956,923 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B.1. SBCTA shall have no further responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT."

2. Paragraph 2 of Section II is deleted in its entirety and replaced with the following:

   "2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses in an amount not to exceed $4,956,923 in 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 CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines."

3. Paragraph 8 of Section III is deleted in its entirety and replaced with the following:

   "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 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT."

4. Attachment A to the Agreement is replaced with the Revised Description of Project and Milestones attached as Attachment A.1 to this Amendment No. 2 and incorporated herein.

5. Attachment B to the Agreement is replaced with the Revised Summary of Estimated Costs attached as Attachment B.1 to this Amendment No. 2 and incorporated herein.

6. Except as amended by this Amendment No. 2, all other terms and conditions of the Agreement as previously amended shall remain in full force and effect and are incorporated herein by this reference.

7. The Recitals set forth above are incorporated herein by this reference.

8. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original, and may be signed and transmitted with electronic signatures which shall be binding on the Party.

9. This Amendment No. 2 shall be effective on the date executed by SBCTA.

---SIGNATURES ON FOLLOWING PAGE---

DRAFT

Attachment: 23-1002977-02 Draft (11643 : Amendment No. 2 to Bartlett Avenue Widening Funding Agreement No. 23-1002977)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 by their authorized signatories below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Ray Marquez, President
Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

CITY OF ADELANTO

By: _____
Gabriel Reyes
Mayor

Date: _____

APPROVED AS TO FORM

By: _____
Todd Litfin
City Attorney

Date: _____

ATTEST:

By: _____
Brenda Lopez
Clerk of the Board

Date: _____

DRAFT

Attachment: 23-1002977-02 Draft (11643 : Amendment No. 2 to Bartlett Avenue Widening Funding Agreement No. 23-1002977)

ATTACHMENT A.1

BARTLETT AVENUE WIDENING, ADELANTO ROAD TO RICHARDSON ROAD PROJECT
Revised Description of Project and Milestones

Project Title
Bartlett Avenue Widening, Adelanto Road to Richardson Road
Location, Project Limits, Description, Scope of Work, Legislative Description
Bartlett Avenue Phase I will widen Bartlett Avenue to add 2 travel lanes to existing increasing from 2 to 4 lanes from Adelanto Road to Lilac Road. Bartlett Avenue Phase II will widen Bartlett Avenue to add 2 travel lanes to existing increasing from 2 to 4 lanes from Lilac Road to Richardson Road.

Project Milestone	**Proposed Phase I**	**Proposed Phase II**
Project Study Report Approved	7/31/2023	12/31/2025
Begin Environmental (PA/ED) Phase	8/1/2023	1/2/2026
Circulate Draft Environmental Document	8/1/2023	3/31/2026
Draft Project Report	8/30/2023	6/30/2026
End Environmental Phase (PA/ED Milestone)	10/31/2023	9/30/2026
Begin Design (PS&E) Phase	11/1/2023	10/1/2026
End Design Phase (Ready to List for Advertisement Milestone)	7/1/2024	4/30/2027
Begin Right of Way Phase	7/31/2024	5/1/2027
End Right of Way Phase (Right of Way Certification Milestone)	8/1/2024	6/30/2027
Begin Construction Phase (Contract Award Milestone)	8/30/2024	9/30/2027
End Construction Phase (Construction Contract Acceptance Milestone)	11/30/2024	3/31/2028
Begin Closeout Phase	12/1/2024	4/1/2028
End Closeout Phase (Closeout Report)	3/31/2025	6/30/2028

DRAFT

Attachment: 23-1002977-02 Draft (11643 : Amendment No. 2 to Bartlett Avenue Widening Funding Agreement No. 23-1002977)

ATTACHMENT B.1

BARTLETT AVENUE WIDENING, ADELANTO ROAD TO RICHARDSON ROAD PROJECT
Revised Summary of Estimated Costs

Project Phase I			
Phase	**Total Cost**	**SBCTA Funds (1) (36.5%)**	**CITY Funds (63.5%)**
Project Approval and Environmental Document	$0	$0	$0
Plans, Specifications, and Estimate	$292,000	$106,580	$185,420
Right of Way	$0	$0	$0
Construction	$5,033,910	$1,837,377	$3,196,533
TOTAL	**$5,325,910**	**$1,943,957**	**$3,381,953**

Project Phase II			
Phase	**Total Cost**	**SBCTA Funds (1) (36.5%)**	**CITY Funds (63.5%)**
Project Approval and Environmental Document	$200,000	$73,000	$127,000
Plans, Specifications, and Estimate	$600,000	$219,000	$381,000
Right of Way	$0	$0	$0
Construction	$7,454,700	$2,720,966	$4,733,734
TOTAL	**$8,254,700**	**$3,012,966**	**$5,241,734**

GRAND TOTAL	**$13,580,610**	**$4,956,923**	**$8,623,687**

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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, Surface Transportation Program, or other funds without necessitating an amendment of this agreement. Funding can be moved between phases without necessitating an amendment of this agreement.

Attachment: 23-1002977-02 Draft (11643 : Amendment No. 2 to Bartlett Avenue Widening Funding Agreement No. 23-1002977)

Minute Action

AGENDA ITEM: 27

Date: June 4, 2025

Subject:
Amendment No. 5 to North First Avenue Overhead BNSF Funding Agreement No. 15-1001119

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

A. Allocate an additional $1,607,411 in Measure I North Desert Major Local Highway Program (MLHP) funds to the City of Barstow for the North First Avenue Bridge Overhead Burlington Northern Santa Fe (BNSF).

B. Approve Amendment No. 5 to Funding Agreement No. 15-1001119 with the City of Barstow for the North First Avenue Bridge Over BNSF Project, increasing the Measure I North Desert MLHP funds by $1,607,411, for a total of $2,267,411 to be reimbursed to the City of Barstow, and extending the termination date through the anticipated project close-out date of December 31, 2025.

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 North Desert 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 City of Barstow (City) has identified a need for an additional $1,607,411 in North Desert Major Local Highway Program (MLHP) funds for their high-priority project, the North First Avenue Overhead Bridge Over the Burlington Northern Santa Fe Railroad Bridge No. 54C-088 Project (Project). Bridge construction was completed in July 2024, re-establishing a safe connection between the residential north portion and the downtown business district of the City of Barstow. Since construction completion, the City has been navigating Project Close-out ensuring full and accurate reconciliation of all project expenditures. The City's request for funding allocation meets the eligibility requirements for the North Desert MLHP as defined by the Rural Mountain/Desert Subareas Major Local Highways Program Measure I 2010-2040 Strategic Plan Policy No. 40017.

The Project was identified for funding in the 10-Year Delivery Plan and has been classified as a completed project in the most recent 2025 Update approved by the SBCTA Board on February 5, 2025. The total estimated cost for the pre-construction phases of the Project, for which the City served as the lead agency, is $21,267,411, with $2,317,411 being North Desert MLHP funds and $50,000 of that amount for SBCTA staff support in the pre-construction phases. Staff recommends approval of the allocation as sufficient funding capacity exists in the North Desert MLHP to support the requested amount without affecting other committed projects in the Subarea. Additionally, to accommodate Project Close-out, staff recommends an extension of the contract termination date to December 31, 2025.

Entity: San Bernardino County Transportation Authority

Financial Impact:
The adopted Budget for Fiscal Year 2024/2025 includes sufficient North Desert 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 May 16, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

Responsible Staff:
Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001119 Amendment No.: 5

Contract Class: Payable Department: Fund Administration

Vendor No.: 00227 Vendor Name: City of Barstow

Description: North First Avenue Overhead BNSF Funding Agreement

List Any Related Contract Nos.: 19-1002226

Dollar Amount					
Original Contract	$	4,927,092.00	Original Contingency	$	-
Prior Amendments	$	(4,267,092.00)	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	1,607,411.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**2,267,411.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**2,267,411.00**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11644

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Allocation N/A

Accounts Payable

Estimated Start Date: 03/04/2015 Expiration Date: 07/31/2025 Revised Expiration Date: 12/31/2025

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 2,267,411.00	Total Contingency: $ -
GL:	4330	50	0550	0516	54840	41100000		North Desert MLHP	2,267,411.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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GL:									-	-
GL:									-	-

Marc Lucius
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

Additional Notes: $50,000 of North Desert MLHP has been designated for self reimbursement by SBCTA for PM services in Subtask 0811 through the agreement. Project Accounting Code 0516.003.218.54840

Attachment: 15-1001119-05 CSS (11644 : Amendment No. 5 to North First Avenue Overhead BNSF Funding Agreement No. 15-1001119)

AMENDMENT NO. 5 TO PROJECT FUNDING AGREEMENT NO. 15-1001119

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF BARSTOW

FOR

NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088

This Amendment No. 5 to Project Funding Agreement 15-1001119 ("AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Barstow ("CITY"). SBCTA and CITY are each a "Party" or collectively "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the North Desert Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program ("MLHP") funds; and

B. The Parties entered into AGREEMENT on or about March 4, 2015, to fund the North First Avenue Overhead Bridge Over the BNSF Railroad Bridge No. 54C-0088 ("PROJECT"); and

C. The Parties entered into Amendment No. 1 to AGREEMENT on or about July 10, 2019, to allocate additional funding to the PROJECT; and

D. The Parties entered into Amendment No. 2 to AGREEMENT on or about March 4, 2020, to add SBCTA Project Management services to the scope of the PROJECT; and

E. The Parties entered into Agreement No. 19-1002226 on or about September 2, 2020, to delineate roles, responsibilities, and funding commitments relative to the Construction phase of the PROJECT; and

F. The Parties entered into Amendment No. 3 to AGREEMENT on or about September 2, 2020, to remove the Construction phase and revise the project funding for the PROJECT; and

G. The Parties entered into Amendment No. 4 to AGREEMENT on or about August 3, 2022, to revise the project funding for the PROJECT and to extend the termination date to July 31, 2025; and

DRAFT

Attachment: 15-1001119-05 Draft (11644 : Amendment No. 5 to North First Avenue Overhead BNSF Funding Agreement No. 15-1001119)

H. CITY has identified a need for an additional $1,607,411 in reimbursable funding to fully fund the PROJECT; and

I. CITY has requested updates to Attachment A: Description of Project and Milestones and Attachment B: Summary of Estimated Costs; and

J. CITY has requested an extension of the Agreement termination date to December 31, 2025.

NOW, THEREFORE, the Parties agree to the following:

1. Paragraph 1 of Section I is deleted in its entirety and replaced with the following:

   "1. To reimburse CITY for the actual cost of the PROJECT up to a maximum of $2,267,411 in North Desert Subarea MLHP funds, as shown in Attachment B.1. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment B.1; however, under no circumstance are the total combined SBCTA funds to exceed $2,267,411 without a written amendment to this Agreement signed by both Parties."

2. Paragraph 2 of Section I is deleted in its entirety and replaced with the following:

   "2. To reimburse CITY within 30 days after CITY submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY up to a maximum of $2,267,411 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. Paragraph 2 of Section II is deleted in its entirety and replaced with the following:

   "2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CITY, subject to reimbursement by SBCTA hereunder, for an amount not to exceed $2,267,411 in North Desert Subarea MLHP funds, and which are reimbursable by SBCTA in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by CITY are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to SBCTA's guidelines."

4. Paragraph 7 of Section III is deleted in its entirety and replaced with the following:

   "7. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by SBCTA or December 31, 2025, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this AGREEMENT."

5. Attachment A to the Agreement is replaced with the Revised Description of Project and Milestones attached as Attachment A.1 to this Amendment No. 5 and incorporated herein.

DRAFT

Attachment: 15-1001119-05 Draft (11644 : Amendment No. 5 to North First Avenue Overhead BNSF Funding Agreement No. 15-1001119)

6. Attachment B to the Agreement is replaced with the Revised Summary of Estimated Costs attached as Attachment B.1 to this Amendment No. 5 and incorporated herein.

7. Except as amended by this Amendment No. 5, all other terms and conditions of the Agreement shall remain in full force and effect and are incorporated herein by this reference.

8. The Recitals set forth above are incorporated herein by this reference.

9. This Amendment No. 5 may be signed in counterparts, each of which shall constitute an original, and may be signed and transmitted with electronic signatures which shall be binding on the Party.

10. This Amendment No. 5 shall be effective on the date executed by SBCTA.

---SIGNATURES ON FOLLOWING PAGE---

DRAFT

Attachment: 15-1001119-05 Draft (11644 : Amendment No. 5 to North First Avenue Overhead BNSF Funding Agreement No. 15-1001119)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 by their authorized signatories below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Ray Marquez, President
Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

CITY OF BARSTOW

By: _____
Timothy R. Silva
Mayor

Date: _____

APPROVED AS TO FORM

By: _____
Matthew Summers
City Attorney

Date: _____

ATTEST:

By: _____
Andrea Flores
City Clerk

Date: _____

DRAFT

Attachment: 15-1001119-05 Draft (11644 : Amendment No. 5 to North First Avenue Overhead BNSF Funding Agreement No. 15-1001119)

ATTACHMENT A.1

NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 PROJECT
Revised Description of Project and Milestones

Project Title	
North First Avenue Overhead Bridge Over The BNSF Railroad Bridge No. 54C-0088	
Location, Project Limits, Description, Scope of Work, Legislative Description	
The North First Avenue Bridge over BNSF railway UPRR AMTRAK is located 0. 2 miles north of Main Street. The project limits are approximately from White Street to Riverside Drive. North First Avenue Bridge is the main north-south corridor connecting the northern and southern communities of the City of Barstow. Currently, the bridge has only two lanes, no shoulder, and only a 4' clear walkway on one side of the existing bridge and a Sufficiency Rating (SR) of 3.0. The replacement bridge is proposed to address the overall condition of the bridge and provide standard lanes, shoulders, and sidewalks.	
Project Milestone	**Proposed**
Preliminary Environmental Study (PES) Approved	04/09/2014
Begin Environmental (PA/ED) Phase	04/10/2014
Draft Environmental Document	10/03/2015
Begin Project Report	01/05/2015
End Environmental Phase (PA/ED Milestone)	12/04/2015
Begin Preliminary Engineering 30% Design (PS&E) Phase	09/05/2015
End Design Phase (Ready to List for Advertisement Milestone)	02/28/2022
Begin Right of Way Phase	10/12/2016
End Right of Way Phase (Right of Way Certification Milestone)	02/18/2022
Begin Construction Phase (Contract Award Milestone)	07/15/2022
End Construction Phase (Construction Contract Acceptance Milestone)	07/31/2024
Begin Closeout Phase	08/01/2024
End Closeout Phase (Closeout Report)	12/31/2025

DRAFT

Attachment: 15-1001119-05 Draft (11644 : Amendment No. 5 to North First Avenue Overhead BNSF Funding Agreement No. 15-1001119)

ATTACHMENT B.1

NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD
BRIDGE NO. 54C-0088 PROJECT
Revised Summary of Estimated Costs

Phase	Total Cost	Federal Highway Bridge Program Funds	AUTHORITY's Share (1) MLHP Funds	CPUC/Section 190 Funds	Repurposed Earmark	CITY Local Funds
PS&E	$4,747,578	$3,917,000	$666,578	0	0	$164,000
ROW	$16,469,833	$10,172,000	$1,600,833	$2,106,000	$2,591,000	0
Project Support	$50,000	0	$50,000	0	0	0
TOTAL	**$21,267,411**	**$14,089,000**	**$2,317,411**	**$2,106,000**	**$2,591,000**	**$164,000**

Additional Notes:

1. Funding can be moved between phases without necessitating an amendment to this agreement.

DRAFT

Attachment: 15-1001119-05 Draft (11644 : Amendment No. 5 to North First Avenue Overhead BNSF Funding Agreement No. 15-1001119)

Minute Action

AGENDA ITEM: 28

Date: June 4, 2025

Subject:
Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293

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

A. Allocate $2,190,000 in Victor Valley Major Local Highway Program funds to the City of Adelanto for the Bellflower Street Widening Project (Phase 2).

B. Approve Funding Agreement No. 25-1003293 in the amount of $2,190,000 with the City of Adelanto for the Bellflower Street Widening Project (Phase 2).

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 are completed with the assistance from Subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The City of Adelanto (City) has requested a funding allocation from the Measure I Victor Valley Subarea Major Local Highway Program (MLHP) for their high-priority project, the Bellflower Street Widening (Phase 2) Project (Project). The Project generally consists of roadway widening on Bellflower Street from Cactus Road to Air Expressway. 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 May 2026. The City's request for funding allocation meets the eligibility requirements for the Victor Valley MLHP as defined by the Victor Valley MLHP 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. The estimated total cost for the Project is $6,000,000, with a cost per phase being $150,000 for PA/ED, $450,000 for Plans, Specifications, and Estimates, and $5,400,000 for Construction, with the MLHP contribution to the Project being $2,190,000. 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.

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 May 16, 2025. SBCTA General Counsel have reviewed this item and the draft agreement.

Responsible Staff:
Andrea Zureick, Director of Fund Administration

Contract Summary Sheet

General Contract Information

Contract No: 25-1003293 Amendment No.:

Contract Class: Payable Department: Fund Administration

Vendor No.: 00085 Vendor Name: City of Adelanto

Description: Bellflower Street Widening Phase 2 Funding Agreement

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	2,190,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**2,190,000.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**2,190,000.00**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11645

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Allocation N/A

Accounts Payable

Estimated Start Date: 07/01/2025 Expiration Date: 06/30/2027 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 2,190,000.00	Total Contingency: $ -
GL:	4230	50	0550	0516	54840	41100000		Victor Valley MLHP	2,190,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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GL:									-	-
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Marc Lucius
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.001.257.54840

Attachment: 25-1003293 CSS (11645 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

PROJECT FUNDING AGREEMENT NO. 25-1003293

FOR

BELLFLOWER STREET WIDENING, CACTUS ROAD TO AIR EXPRESSWAY PROJECT

(CITY OF ADELANTO)

THIS Project Funding Agreement ("AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Adelanto ("CITY"). SBCTA and CITY are each a "Party" or collectively, "Parties."

DRAFT

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010- 2040 Victor Valley Subarea Major Local Highway Program ("MLHP") funds; and

B. The Bellflower Street Widening, Cactus Road to Air Expressway Way 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 widening Bellflower Street from two to four lanes from Cactus Road to Air Expressway; and

D. SBCTA prepared a study, referenced herein as the Nexus Study, dated November 2, 2011, updated every two years in accordance with the Measure I 2010-2040 Expenditure Plan, that identified for projects located in CITY the SBCTA Public Share as 36.5% and the CITY Developer Share as 63.5% of costs necessary to complete the project; and

E. CITY identified a need of $2,190,000 to complete the Project Approval and Environmental Document (PA/ED), Plans, Specifications, and Estimate (PS&E), and Construction Phases of the PROJECT; and

F. The Victor Valley Subarea transportation planning partners have identified this PROJECT as eligible for funding the PA/ED, PS&E, and Construction Phases in an amount up to $2,190,000 from Measure I 2010-2040 MLHP program funds for the PROJECT; and

G. PROJECT WORK is defined as the PA/ED, PS&E, and Construction Phases of the PROJECT; and

Attachment: 25-1003293 Draft (11645 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

H. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010- 2040 Strategic Plan including the use of Development Impact Fees by CITY to pay its share of PROJECT costs; and

I. CITY desires to proceed with the PROJECT WORK in a timely manner; and

J. This AGREEMENT is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT WORK; and

K. SBCTA and CITY are entering into this AGREEMENT with the understanding that SBCTA will reimburse CITY for eligible PROJECT WORK expenditures with MLHP funds.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse CITY for the actual cost of the PROJECT WORK up to a maximum of $2,190,000 in 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 CITY within 30 days after CITY submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by CITY 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 CITY 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.

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Attachment: 25-1003293 Draft (11645 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

SECTION II

CITY 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 $2,190,000 in 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 CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.

3. To abide by all applicable SBCTA, CITY, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.

4. 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.

5. 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 CITY Hall. Copies will be made and furnished by CITY upon written request by SBCTA.

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles to support CITY'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 CITY.

7. 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.

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Attachment: 25-1003293 Draft (11645 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

8. 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.

9. 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 CITY receiving 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 resolved and CITY 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 CITY from any source under SBCTA's control.

10. To include SBCTA in 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.

11. To include in all contracts between CITY 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 BY THE PARTIES:

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 CITY 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 CITY determines PROJECT WORK costs may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY 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.

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Attachment: 25-1003293 Draft (11645 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

4. Eligible PROJECT WORK reimbursements shall include only those costs incurred by CITY 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 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 SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY'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 CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA 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 CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. SBCTA's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. In the event CITY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under 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 SBCTA or June 30, 2027, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 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 CITY within twelve (12) months of the Effective Date of this AGREEMENT.

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Attachment: 25-1003293 Draft (11645 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

9. SBCTA 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 WORK according to the terms herein.

10. No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City Council approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

11. Any notice, demand, request, consent or approval that either Party desires or is required to give to the other Party under this Agreement shall be in writing. Notices may be transmitted by any of the following means: (a) by delivery in person; (b) by certified U.S. mail, return receipt requested, postage prepaid; (c) by prepaid overnight delivery service, with signature on delivery receipt requested; or (d) by electronic means. Any such notice, demand, or other communication shall be deemed given or served only upon receipt by the addressee. This Section shall not be construed to require that day-to-day administrative communications between the Parties. Either Party to this Agreement may change its name, address, facsimile number, or person to whom attention should be directed, for purposes of this Agreement, by giving notice as specified in this Section. Notices, demands, and other communications shall be sent to:

CITY: CITY OF ADELANTO
Jessie Flores
City Manager
11600 Air Expressway
Adelanto, CA 92301
jflores@ci.adelanto.ca.us

SBCTA: SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Andrea Zureick
Director of Fund Administration
1170 W. 3rd St, 2nd Floor
azureick@gosbcta.com

12. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue of any such litigation shall be exclusively in San Bernardino County, California.

13. The Recitals to this AGREEMENT are true and correct and are incorporated into this Agreement.

14. Attachment A (Description of Project and Milestones) and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this AGREEMENT.

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Attachment: 25-1003293 Draft (11645 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

15. The AGREEMENT may be signed in counterparts, each of which shall constitute an original.

16. This AGREEMENT is effective and shall be dated on the date executed by SBCTA.

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

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Attachment: 25-1003293 Draft (11645 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Ray Marquez, President
Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

CITY OF ADELANTO

By: _____
Gabriel Reyes
Mayor

Date: _____

APPROVED AS TO FORM

By: _____
Todd Litfin
City Counsel

Date: _____

ATTEST:

By: _____
Brenda Lopez
Clerk of the Board

Date: _____

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Attachment: 25-1003293 Draft (11645 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

ATTACHMENT A

BELLFLOWER STREET WIDENING, CACTUS ROAD TO AIR EXPRESSWAY PROJECT
Description of Project and Milestones

Project Title
Bellflower Street Widening, Cactus Road to Air Expressway Project
Location, Project Limits, Description, Scope of Work, Legislative Description
Bellflower Street Widening Project will widen Bellflower Street to add 2 travel lanes to existing, increasing from 2 to 4 lanes from Cactus Road to Air Expressway.

Project Milestone	**Proposed**
Project Study Report Approved	7/1/2025
Begin Environmental (PA/ED) Phase	7/1/2025
Circulate Draft Environmental Document	8/31/2025
Draft Project Report	9/30/2025
End Environmental Phase (PA/ED Milestone)	10/1/2025
Begin Design (PS&E) Phase	10/1/2025
End Design Phase (Ready to List for Advertisement Milestone)	4/1/2026
Begin Right of Way Phase	4/1/2026
End Right of Way Phase (Right of Way Certification Milestone)	5/1/2026
Begin Construction Phase (Contract Award Milestone)	5/1/2026
End Construction Phase (Construction Contract Acceptance Milestone)	12/31/2026
Begin Closeout Phase	1/2/2027
End Closeout Phase (Closeout Report)	3/31/2027

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Attachment: 25-1003293 Draft (11645 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

ATTACHMENT B

BELLFLOWER STREET WIDENING, CACTUS ROAD TO AIR EXPRESSWAY PROJECT
Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1) (36.5%)	CITY Funds (63.5%)
Project Approval and Environmental Document	$150,000	$54,750	$95,250
Plans, Specifications, and Estimate	$450,000	$164,250	$285,750
Construction	$5,400,000	$1,971,000	$3,429,000
TOTAL	**$6,000,000**	**$2,190,000**	**$3,810,000**

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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, State Transportation Improvement Program, Surface Transportation Program, or other funds without necessitating an amendment of this agreement. Funding can be moved between phases without necessitating an amendment of this agreement.

Attachment: 25-1003293 Draft (11645 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

Minute Action

AGENDA ITEM: 29

Date: June 4, 2025

Subject:
River Road Widening Funding Agreement No. 25-1003287

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

A. Allocate $60,000 in Measure I Colorado River Subarea Major Local Highway Program (MLHP) funds to the City of Needles for the River Road Widening Project.

B. Approve Funding Agreement No. 25-1003287 with the City of Needles for the River Road Widening Project in the amount of $60,000, to be fully funded with MLHP 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 Colorado River Subarea (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 City of Needles (City) has requested a funding allocation from the Measure I Subarea Major Local Highway Program (MLHP) for their high-priority project, the River Road Widening Project (Project). The Project generally consists of roadway repaving and widening to accommodate fire access on River Road from North K Street to 600 feet west of Jack Smith Park. Roadway work includes pulverizing existing pavement, repaving 4-inch asphalt, 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 City's request for funding allocation meets the eligibility requirements for the Colorado River MLHP as defined by the Rural Mountain/Desert Subareas Major Local Highways Program 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 the SBCTA Board on February 5, 2025. The estimated total cost for the Project is $1,740,000. The request for $60,000 in MLHP funds will fully fund the PA/ED Phase. The City intends to apply for $1,680,000 in Surface Transportation Block Grant funds to fully fund the Plans, Specifications, and Estimates and Construction Phases. Staff recommends approval of the allocation as sufficient funding capacity exists in the Colorado River MLHP to support the requested Public Share amount without affecting other committed projects in the Subarea.

Financial Impact:
The adopted Budget for Fiscal Year 2024/2025 includes sufficient Colorado River 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 May 16, 2025. SBCTA General Counsel has reviewed this item and the draft agreement.

Responsible Staff:
Andrea Zureick, Director of Fund Administration

Contract Summary Sheet

General Contract Information

Contract No: 25-1003287 Amendment No.:

Contract Class: Payable Department: Fund Administration

Vendor No.: 01507 Vendor Name: City of Needles

Description: River Road Widening Project Funding Agreement

Dollar Amount					
Original Contract	$	60,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment			Current Amendment	$	-
Total/Revised Contract Value	**$**	**60,000.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**60,000.00**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11646

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Allocation

Accounts Payable

Estimated Start Date: 07/01/2025 Expiration Date: 06/30/2029 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 60,000.00	Total Contingency: $ -
GL:	4430	50	0550	0516	54840	41100000		Colorado River MLHP	60,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Parent Contract PM Description

Z-Related Contracts

Marc Lucius
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.014.255.54840.

Attachment: 25-1003287 CSS (11646 : River Road Widening Funding Agreement No. 25-1003287)

PROJECT FUNDING AGREEMENT NO. 25-1003287

FOR

RIVER ROAD WIDENING PROJECT

(CITY OF NEEDLES)

THIS Project Funding Agreement ("AGREEMENT") is made and entered into by and between the City of Needles ("CITY") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CITY are each a "Party" and collectively "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Colorado River Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Colorado River Subarea Major Local Highway Program ("MLHP") funds; and

B. The River 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 roadway widening of River Road from North K Street to 600 feet west of Jack Smith Park; and

D. CITY identified a need of $60,000 in Measure I 2010-2040 Colorado River Subarea MLHP funds to complete the Project Approval and Environmental Document (PA/ED) Phase of the PROJECT; and

E. PROJECT WORK is defined as the PA/ED Phase; 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. CITY 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 CITY for the actual cost of the PROJECT WORK up to a maximum of $60,000 in Measure I 2010-2040 Colorado River Subarea MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further

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Attachment: 25-1003287 Draft (11646 : River Road Widening Funding Agreement No. 25-1003287)

responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT.

2. To reimburse CITY within 30 days after CITY submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by CITY 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 CITY 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

CITY 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 $60,000 in Measure I 2010-2040 Colorado River 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 CITY 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, CITY, 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

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Attachment: 25-1003287 Draft (11646 : River Road Widening Funding Agreement No. 25-1003287)

representatives of SBCTA during normal business hours at CITY Hall. Copies will be made and furnished by CITY upon written request by SBCTA.

7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles to support CITY'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 CITY.

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 CITY receiving 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 resolved and CITY fail to reimburse money due to 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 to CITY from any source under SBCTA's control.

11. To include SBCTA in 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 CITY.

13. In the case that Measure I 2010-2040 Colorado River Subarea MLHP funds are used in the Construction Phase of the PROJECT, to include in all contracts between CITY 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.

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Attachment: 25-1003287 Draft (11646 : River Road Widening Funding Agreement No. 25-1003287)

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 CITY 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 CITY determines PROJECT WORK costs may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY 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 CITY 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 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 SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY'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 CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA 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 CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. SBCTA's

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Attachment: 25-1003287 Draft (11646 : River Road Widening Funding Agreement No. 25-1003287)

indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. In the event CITY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under 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 SBCTA or June 30, 2029, 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 CITY within twelve (12) months of the Effective Date of this AGREEMENT.

9. SBCTA 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 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").

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Attachment: 25-1003287 Draft (11646 : River Road Widening Funding Agreement No. 25-1003287)

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Ray Marquez, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

CITY OF NEEDLES

By: _____
Patrick Martinez
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, SBEMP
City Attorney

Date: _____

ATTEST:

By: _____
Candace Clark
Interim City Clerk

Date: _____

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Attachment: 25-1003287 Draft (11646 : River Road Widening Funding Agreement No. 25-1003287)

ATTACHMENT A

RIVER ROAD WIDENING PROJECT
Description of Project and Milestones

Project Title	
River Road Widening Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
River Road widening from North K Street to 600' west of Jack Smith Park: pulverize and pave 4" Asphalt w/widening 1' to 2' for fire access requirements	
Project Milestone	**Proposed**
Project Study Report Approved	7/1/2025
Begin Environmental (PA/ED) Phase	7/1/2025
Circulate Draft Environmental Document	10/1/2025
Draft Project Report	12/1/2025
End Environmental Phase (PA/ED Milestone)	7/1/2026
Begin Design (PS&E) Phase	7/1/2026
End Design Phase (Ready to List for Advertisement Milestone)	7/1/2027
Begin Right-of-Way Phase	N/A
End Right-of-Way Phase (Right-of-Way Certification Milestone)	N/A
Begin Construction Phase (Contract Award Milestone)	7/1/2027
End Construction Phase (Construction Contract Acceptance Milestone)	7/1/2028
Begin Closeout Phase	7/1/2028
End Closeout Phase (Closeout Report)	12/31/2028

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Attachment: 25-1003287 Draft (11646 : River Road Widening Funding Agreement No. 25-1003287)

ATTACHMENT B

RIVER ROAD WIDENING PROJECT
Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1)	CITY Funds
Project Approval and Environmental Document (PA/ED)	$60,000	$60,000	$0
TOTAL	**$60,000**	**$60,000**	**$0**

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, State Transportation Improvement Program, Surface Transportation Program, or other funds without necessitating an amendment of this agreement.

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Attachment: 25-1003287 Draft (11646 : River Road Widening Funding Agreement No. 25-1003287)

Minute Action

AGENDA ITEM: 30

Date: June 4, 2025

Subject:
River Street Widening Funding Agreement No. 25-1003288

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

A. Allocate $13,500 in Measure I Colorado River Subarea Major Local Highway Program (MLHP) funds to the City of Needles for the River Street Widening Project.

B. Approve Funding Agreement No. 25-1003288 with the City of Needles for the River Street Widening Project in the amount of $13,500, to be fully funded with MLHP 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 Colorado River Subarea (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 City of Needles (City) has requested a funding allocation from the Measure I Subarea Major Local Highway Program (MLHP) for their high-priority project, the River Street Widening Project (Project). The Project generally consists of roadway paving and widening to accommodate fire access on River Street from Burlington Northern Santa Fe to River Road. Roadway work includes pulverizing existing pavement, repaving 4-inch asphalt, 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 City's request for funding allocation meets the eligibility requirements for the Colorado River MLHP as defined by the Rural Mountain/Desert Subareas Major Local Highways Program 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 the SBCTA Board on February 5, 2025. The estimated total cost for the Project is $508,500. The request for $13,500 in MLHP funds will fully fund the PA/ED Phase. The City intends to apply for $495,000 in Surface Transportation Block Grant funds to fully fund the Plans, Specifications, and Estimates and Construction Phases. Staff recommends approval of the allocation as sufficient funding capacity exists in the Colorado River MLHP to support the requested Public Share amount without affecting other committed projects in the Subarea.

Financial Impact:
The adopted Budget for Fiscal Year 2024/2025 includes sufficient Colorado River 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 May 16, 2025. SBCTA General Counsel has reviewed this item and the draft agreement.

Responsible Staff:
Andrea Zureick, Director of Fund Administration

Contract Summary Sheet

General Contract Information

Contract No: 25-1003288 Amendment No.:

Contract Class: Payable Department: Fund Administration

Vendor No.: 01507 Vendor Name: City of Needles

Description: River Street Widening Project Funding Agreement

Dollar Amount					
Original Contract	$	13,500.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment			Current Amendment	$	-
Total/Revised Contract Value	**$**	**13,500.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**13,500.00**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11647

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Allocation

Accounts Payable

Estimated Start Date: 07/01/2025 Expiration Date: 06/30/2029 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 13,500.00	Total Contingency: $ -
GL:	4430	50	0550	0516	54840	41100000		Colorado River MLHP	13,500.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Parent Contract PM Description

Z-Related Contracts

Marc Lucius
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.014.256.54840.

Attachment: 25-1003288 CSS (11647 : River Street Widening Funding Agreement No. 25-1003288)

PROJECT FUNDING AGREEMENT NO. 25-1003288

FOR

RIVER STREET WIDENING PROJECT

(CITY OF NEEDLES)

THIS Project Funding Agreement ("AGREEMENT") is made and entered into by and between the City of Needles ("CITY") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CITY are each a "Party" and collectively "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Colorado River Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Colorado River Subarea Major Local Highway Program ("MLHP") funds; and

B. The River Street 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 River Street from Burlington Northern Santa Fe to River Road; and

D. CITY identified a need of $13,500 in Measure I 2010-2040 Colorado River Subarea MLHP funds to complete the Project Approval and Environmental Document (PA/ED) Phase of the PROJECT; and

E. PROJECT WORK is defined as the PA/ED Phase; 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. CITY 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 CITY for the actual cost of the PROJECT WORK up to a maximum of $13,500 in Measure I 2010-2040 Colorado River Subarea MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further

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Attachment: 25-1003288 Draft (11647 : River Street Widening Funding Agreement No. 25-1003288)

responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT.

2. To reimburse CITY within 30 days after CITY submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by CITY 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 CITY 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

CITY 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 $13,500 in Measure I 2010-2040 Colorado River 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 CITY 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, CITY, 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

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Attachment: 25-1003288 Draft (11647 : River Street Widening Funding Agreement No. 25-1003288)

representatives of SBCTA during normal business hours at CITY Hall. Copies will be made and furnished by CITY upon written request by SBCTA.

7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles to support CITY'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 CITY.

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 CITY receiving 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 resolved and CITY fail to reimburse money due to 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 to CITY from any source under SBCTA's control.

11. To include SBCTA in 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 CITY.

13. In the case that Measure I 2010-2040 Colorado River Subarea MLHP funds are used in the Construction Phase of the PROJECT, to include in all contracts between CITY 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.

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Attachment: 25-1003288 Draft (11647 : River Street Widening Funding Agreement No. 25-1003288)

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 CITY 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 CITY determines PROJECT WORK costs may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY 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 CITY 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 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 SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY'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 CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA 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 CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT.

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Attachment: 25-1003288 Draft (11647 : River Street Widening Funding Agreement No. 25-1003288)

SBCTA's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. In the event CITY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under 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 SBCTA or June 30, 2029, 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 CITY within twelve (12) months of the Effective Date of this AGREEMENT.

9. SBCTA 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 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").

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Attachment: 25-1003288 Draft (11647 : River Street Widening Funding Agreement No. 25-1003288)

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Ray Marquez, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

CITY OF NEEDLES

By: _____
Patrick Martinez
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, SBEMP
City Attorney

Date: _____

ATTEST:

By: _____
Candace Clark
Interim City Clerk

Date: _____

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Attachment: 25-1003288 Draft (11647 : River Street Widening Funding Agreement No. 25-1003288)

ATTACHMENT A

RIVER STREET WIDENING PROJECT
Description of Project and Milestones

Project Title	
River Street Widening Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
River Street from BNSF to River Road: pulverize and pave 4" Asphalt w/widening 1' to 2' for fire access requirements.	
Project Milestone	**Proposed**
Project Study Report Approved	7/1/2025
Begin Environmental (PA/ED) Phase	7/1/2025
Circulate Draft Environmental Document	10/1/2025
Draft Project Report	12/1/2025
End Environmental Phase (PA/ED Milestone)	7/1/2026
Begin Design (PS&E) Phase	7/1/2026
End Design Phase (Ready to List for Advertisement Milestone)	7/1/2027
Begin Right-of-Way Phase	N/A
End Right-of-Way Phase (Right-of-Way Certification Milestone)	N/A
Begin Construction Phase (Contract Award Milestone)	7/1/2027
End Construction Phase (Construction Contract Acceptance Milestone)	7/1/2028
Begin Closeout Phase	7/1/2028
End Closeout Phase (Closeout Report)	12/31/2028

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Attachment: 25-1003288 Draft (11647 : River Street Widening Funding Agreement No. 25-1003288)

ATTACHMENT B

RIVER STREET WIDENING PROJECT
Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1)	CITY Funds
Project Approval and Environmental Document (PA/ED)	$13,500	$13,500	$0
TOTAL	**$13,500**	**$13,500**	**$0**

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, State Transportation Improvement Program, Surface Transportation Program, or other funds without necessitating an amendment of this agreement.

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Attachment: 25-1003288 Draft (11647 : River Street Widening Funding Agreement No. 25-1003288)

Minute Action

AGENDA ITEM: 31

Date: June 4, 2025

Subject:
State Legislative Update

Recommendation:
Receive and file the May 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 May 14, 2025, on legislative policy committee hearings, status of agency supported bills and discussions between legislature and status of the state budget process.

2025 Legislative Session

The Legislature reconvened from its Spring Recess on April 21, 2025. During the final weeks of April, much of the Legislature worked to develop their legislative package and to amend substantive language into the early introduced spot bills.

There are currently 1,667 Assembly bills and 978 Senate bills moving through the process. The deadline to move out of the first house policy committee for bills that are tagged fiscal is May 2, 2025. As a result, the last two weeks of April consisted of lengthy hearings where a majority of bills were heard for the first time. For bills that are referred to more than one policy committee, there is a quick turnaround from one hearing to the next. Once these bills advance out of the policy committee stage, they will move to the respective Appropriations Committee for a debate on the fiscal aspects of the bill. In May, the focus will be on these fiscal issues, including a hearing on the Suspense File, where bills with a larger price tag are often held in the Appropriations Committees.

Simultaneously with Policy and Fiscal Committee hearings, the Budget Sub Committees also met regularly to review the items in Governor Newsom's (Governor) January Budget proposal. These committees will continue to make recommendations prior to the Governor's May Revise, the next step in the budget process. The Governor must submit his "May Revise" on or by May 14, 2025. This typically serves as a post-tax collection update to state revenues and allows the Governor to revise and refine his January budget proposal.

Transit Transformation Task Force Update

Senate Bill 125 of 2023 established the Transit Transformation Task Force (TTTF) to develop policy recommendations to grow transit ridership, improve the transit experience, and address long-term operational needs. The California State Transportation Agency (CalSTA) appointed 25 members to the TTTF, including representatives from state government, local agencies, academic institutions, advocacy organizations, and other stakeholders. CalSTA, in consultation with the TTTF, will prepare a report of findings and policy recommendations based on the TTTF's efforts and submit it to the Legislature by October 31, 2025.

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

On March 11, 2025, TTTF held its ninth public meeting. The focus of the meeting was to discuss recommendations for strategies to provide first and last-mile access to transit, to discuss accessible transportation, including paratransit, dial-a-ride, and transit needs of seniors and people with disabilities, and to discuss the Transportation Development Act (TDA) reform for transit operations, funding, and unmet needs process. During the meeting, the TTTF members agreed on the importance of first-mile-last-mile access to transit. TTTF members called for the inventory of accessibility features at bus stops and transit/rail stations, for planning purposes and to provide accessibility information to riders.

Members also emphasized the need for consistent funding of active transportation projects, which are typically over-subscribed and are often the first to face cuts during budget deficits. During the discussion of TDA recommendations, one of the TTTF members suggested removing farebox recovery and Consumer Price Index escalation clauses from the TDA and replacing it with allocation of State Transit Assistance revenues based on passenger boarding to operations, meet at least one the following conditions: meet ridership growth targets versus peer group; have implemented state-identified measures to increase transit ridership; exceed performance targets from customer surveys or third-party assessments.

Attachment A contains a list of legislative bills that the San Bernardino County Transportation Authority (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 May 14, 2025.

Responsible Staff:
Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

ATTACHMENT A

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - May 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.	Passed out of Assembly Transportation Committee and 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.	Passed out of Assembly Public Safety and Judiciary Committees, referred to Assembly Appropriations Committee. (4/22/25)	Support	3/12/2025

Attachment: Bill Position Matrix May 2025 (11616 : State Legislative Update)

SBCTA Bill Report
5/5/2025

AB 3 **(Dixon R) Alcohol and drug treatment facilities: local regulation.**

Current Text: Amended: 3/20/2025 html pdf

Introduced: 12/2/2024

Status: 3/24/2025-Re-referred to Com. on HEALTH.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 6 **(Ward D) Residential developments: building standards: review.**

Current Text: Amended: 3/28/2025 html pdf

Current Analysis: 04/28/2025 Assembly Housing And Community Development *(text 3/28/2025)*

Introduced: 12/2/2024

Status: 5/1/2025-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (April 30).

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: 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. The bill, if the report identifies and recommends amendments to building standards, would require the department to research, develop, and consider proposing the standards for adoption by the commission, as specified. For the purposes of these provisions, the bill would authorize the department to exceed the scope and application of the International Residential Code to allow residential developments of between 3 and 10 units to be designed and constructed under the requirements of the California Residential Code.

Priority

AB 11 **(Lee D) The Social Housing Act.**

Current Text: Introduced: 12/2/2024 html pdf

Current Analysis: 04/22/2025 Assembly Housing And Community Development *(text 12/2/2024)*

Introduced: 12/2/2024

Status: 4/28/2025-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 3.) (April 24). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would enact the Social Housing Act and would create the California Housing Authority as a 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 bi 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.

Priority

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

AB 12 **(Wallis R) Low-carbon fuel standard: regulations.**

Current Text: Introduced: 12/2/2024 html pdf

Introduced: 12/2/2024

Status: 2/18/2025-Referred to Com. on NAT. RES.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 20 **(DeMaio R) Homelessness: People First Housing Act of 2025.**

Current Text: Amended: 3/24/2025 html pdf

Current Analysis: 04/22/2025 Assembly Housing And Community Development *(text 3/24/2025)*

Introduced: 12/2/2024

Status: 4/24/2025-In committee: Set, first hearing. Failed passage.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 21 **(DeMaio R) Common interest developments: association management and meeting procedures.**

Current Text: Amended: 3/24/2025 html pdf

Current Analysis: 04/22/2025 Assembly Housing And Community Development *(text 3/24/2025)*

Introduced: 12/2/2024

Status: 4/28/2025-From committee: Without further action pursuant to Joint Rule 62(a).

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 bi 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.

Priority

AB 23 **(DeMaio R) The Cost of Living Reduction Act of 2025.**

Current Text: Amended: 3/25/2025 html pdf

Introduced: 12/2/2024

Status: 3/26/2025-Re-referred to Com. on U. & E.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

PUC, on or before July 1, 2026, to each submit a report to the Legislature on the governmental 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.

Priority

AB 26 **(DeMaio R) Eliminate the Politicians' Perks Act of 2025.**

Current Text: Introduced: 12/2/2024 html pdf

Introduced: 12/2/2024

Status: 12/3/2024-From printer. May be heard in committee January 2.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 33 **(Aguiar-Curry D) Autonomous vehicles.**

Current Text: Amended: 4/1/2025 html pdf

Current Analysis: 04/18/2025 Assembly Transportation *(text 3/4/2025)*

Introduced: 12/2/2024

Status: 4/22/2025-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 12. Noes 2.) (April 21). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: 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 an autonomous vehicle without a human operator on any highway within the State of California. The bill would declare that a violation of this prohibition is not an infraction and is instead punishable by a civil fine not to exceed $25,000 for each instance of the violation. The bill would make certain findings and declarations related to these provisions.

Priority

AB 34 **(Patterson R) Air pollution: regulations: consumer costs: review.**

Current Text: Amended: 3/13/2025 html pdf

Introduced: 12/2/2024

Status: 3/17/2025-Re-referred to Com. on NAT. RES.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 35 **(Alvarez D) California Environmental Quality Act: clean hydrogen transportation projects.**

Current Text: Amended: 4/21/2025 html pdf

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Introduced: 12/2/2024
Status: 4/22/2025-Re-referred to Com. on NAT. RES.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 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. By imposing new duties on a lead agency, this bill would create a state-mandated local program. The bill would repeal these provisions on January 1, 2036. This bill contains other related provisions and other existing laws

Priority

AB 36 **(Soria D) Housing elements: prohousing designation.**
Current Text: Amended: 3/19/2025 html pdf
Current Analysis: 04/28/2025 Assembly Appropriations *(text 3/19/2025)*
Introduced: 12/2/2024
Status: 5/1/2025-Read second time. Ordered to Consent Calendar.

Desk	Policy	Fiscal	**Floor**	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 37 **(Elhawary D) Workforce development: mental health service providers: homelessness.**
Current Text: Amended: 3/13/2025 html pdf
Introduced: 12/2/2024
Status: 3/17/2025-Re-referred to Com. on L. & E.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 39 **(Zbur D) General plans: Local Electrification Planning Act.**
Current Text: Amended: 4/24/2025 html pdf
Current Analysis: 04/29/2025 Assembly Committee On Utilities And Energy *(text 4/24/2025)*
Introduced: 12/2/2024
Status: 5/1/2025-From committee: Do pass and re-refer to Com. on APPR. (Ayes 16. Noes 0.) (April

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

30). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 an 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 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 and other zero-emission vehicle fueling infrastructure 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.

Priority

AB 41 **(Macedo R) State Air Resources Board: regulations: impact estimates: retail gasoline prices: public disclosure.**

Current Text: Introduced: 12/2/2024 html pdf

Introduced: 12/2/2024

Status: 2/18/2025-Referred to Com. on NAT. RES.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 tha 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 th maximum possible cost imposed, as specified, and that all costs are passed on to consumers.

Priority

AB 52 **(Aguiar-Curry D) Native American resources.**

Current Text: Amended: 4/21/2025 html pdf

Current Analysis: 04/26/2025 Assembly Natural Resources *(text 4/21/2025)*

Introduced: 12/2/2024

Status: 4/28/2025-In committee: Set, first hearing. Hearing canceled at the request of author.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law finds and declares it to be the public policy and in the public interest of California to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations. Existing law defines the term "conservation easement" for these purposes, and authorizes certain entities and organizations to acquire and hold conservation easements, including a federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission, to protect a California Native American prehistoric, archaeological, cultural, spiritual, or ceremonial place, i the conservation easement is voluntarily conveyed. This bill would instead authorize a California Nativ American tribe that is on the above-described contact list, to protect a California Native American prehistoric, archaeological, cultural, spiritual, or ceremonial place, to acquire and hold conservation easements, if the conservation easement is voluntarily conveyed or otherwise conveyed pursuant to the California Environmental Quality Act.

Priority

AB 69 **(Calderon D) FAIR Plan policy renewals.**

Current Text: Introduced: 12/10/2024 html pdf

Current Analysis: 04/21/2025 Assembly Appropriations *(text 12/10/2024)*

Introduced: 12/10/2024

Status: 4/23/2025-In committee: Set, first hearing. Referred to suspense file.

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority

AB 76 **(Alvarez D) Surplus land: exempt surplus land: sectional planning area.**
Current Text: Amended: 4/21/2025 html pdf
Current Analysis: 05/02/2025 Assembly Floor Analysis *(text 4/21/2025)*
Introduced: 12/16/2024
Status: 5/1/2025-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	**Floor**	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines "exempt surplus land" to mean, among other things, land that is subject to a sectional planning area document, 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 a minimum, 25% of units that are proposed by the sectional planning area document as adopted prior to January 1, 2019, and 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, in accordance with certain requirements and calculated with respect to the entire sectional planning area and inclusive of housing designated for students, faculty, and staff of an academic institution.

Priority

AB 86 **(Boerner D) Instructional materials: health education.**
Current Text: Introduced: 1/6/2025 html pdf
Current Analysis: 04/08/2025 Assembly Appropriations *(text 1/6/2025)*
Introduced: 1/6/2025
Status: 4/9/2025-In committee: Set, first hearing. Referred to APPR. suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law requires the State Board of Education to adopt instructional materials for kindergarten and grades 1 to 8, inclusive, and to adopt procedures for the submission of instructional materials. This bill would require the state board to, on or before July 1, 2028, adopt instructional materials for health education, as specified.

Priority

AB 226 **(Calderon D) California FAIR Plan Association.**
Current Text: Introduced: 1/9/2025 html pdf
Current Analysis: 03/21/2025 Assembly Floor Analysis *(text 1/9/2025)*
Introduced: 1/9/2025
Status: 4/2/2025-In Senate. Read first time. To Com. on RLS. for assignment.

Desk	Policy	Fiscal	Floor	Desk	**Policy**	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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 amendmen 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

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

capacity of the association, and to refund bonds previously issued for that purpose. The bill w 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.

Priority

AB 234 **(Calderon D) California FAIR Plan Association governing committee.**

Current Text: Introduced: 1/13/2025 html pdf

Current Analysis: 04/03/2025 Assembly Floor Analysis *(text 1/13/2025)*

Introduced: 1/13/2025

Status: 4/7/2025-Read third time. Urgency clause adopted. Passed. Ordered to the Senate. (Ayes 64. Noes 0.). In Senate. Read first time. To Com. on RLS. for assignment.

Desk	Policy	Fiscal	Floor	Desk	**Policy**	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority

AB 238 **(Harabedian D) Mortgage forbearance: state of emergency: wildfire.**

Current Text: Amended: 4/2/2025 html pdf

Current Analysis: 04/02/2025 Assembly Floor Analysis *(text 4/2/2025)*

Introduced: 1/13/2025

Status: 4/7/2025-Read third time. Urgency clause adopted. Passed. Ordered to the Senate. (Ayes 70. Noes 0.). In Senate. Read first time. To Com. on RLS. for assignment.

Desk	Policy	Fiscal	Floor	Desk	**Policy**	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law requires a mortgage servicer to comply with applicable federal guidance regarding borrower options following a forbearance relating to the COVID-19 emergency. This bill would authorize a borrower who is experiencing financial hardship that prevents the borrower from making timely payments on a specified residential mortgage loan due directly to the wildfire disaster described in the proclamation of a state of emergency issued by Governor Gavin Newsom on January 7, 2025, or the federally declared disaster, declared on January 8, 2025, related to the Eaton Wildfire, the Palisades Fire, and the Straight-line Winds, to request forbearance on their residential mortgage loan, as prescribed. The bill would limit eligibility for that forbearance to loans that are secured by residential real property improved by 4 or fewer residential units. The bill would require the borrower to affirm that they are experiencing a financial hardship due to the wildfire disaster.

Priority

AB 259 **(Rubio, Blanca D) Open meetings: local agencies: teleconferences.**

Current Text: Amended: 4/21/2025 html pdf

Current Analysis: 04/23/2025 Assembly Floor Analysis *(text 4/21/2025)*

Introduced: 1/16/2025

Status: 4/22/2025-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	**Floor**	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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. 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

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

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 extend the alternative teleconferencing procedures until January 1, 2030.

Priority

AB 261 **(Quirk-Silva D) Fire safety: fire hazard severity zones: State Fire Marshal.**

Current Text: Amended: 3/26/2025 html pdf

Current Analysis: 04/25/2025 Assembly Emergency Management *(text 3/26/2025)*

Introduced: 1/16/2025

Status: 4/29/2025-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (April 28). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: 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 bi 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. The bill would authorize the State Fire Marshal to provide a written response to an entity on actions that may impact the degree of fire hazard, and would require this written response to be posted on the State Fire Marshal's internet website.

Priority

AB 266 **(Davies R) Freeway Service Patrol Act: sponsorship agreement.**

Current Text: Introduced: 1/17/2025 html pdf

Current Analysis: 03/21/2025 Assembly Transportation *(text 1/17/2025)*

Introduced: 1/17/2025

Status: 3/28/2025-Read third time. Passed. Ordered to the Senate. (Ayes 62. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.

Desk	Policy	Fiscal	Floor	Desk	**Policy**	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority

AB 267 **(Macedo R) Greenhouse Gas Reduction Fund: high-speed rail: water infrastructure and wildfire prevention.**

Current Text: Introduced: 1/17/2025 html pdf

Introduced: 1/17/2025

Status: 2/18/2025-Referred to Coms. on TRANS. and NAT. RES.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

AB 273 **(Sanchez R) Greenhouse Gas Reduction Fund: high-speed rail: infrastructure improveme**

Current Text: Introduced: 1/21/2025 html pdf

Introduced: 1/21/2025

Status: 2/18/2025-Referred to Coms. on TRANS. and NAT. RES.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 289 **(Haney D) State highway work zone speed safety program.**

Current Text: Amended: 3/24/2025 html pdf

Current Analysis: 04/30/2025 Assembly Privacy And Consumer Protection *(text 3/24/2025)*

Introduced: 1/22/2025

Status: 5/1/2025-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 11. Noes 2.) (May 1).

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes, until January 1, 2032, the City of Malibu to establish a speed safet 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 rathe 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. Existing 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.

Priority
1

AB 294 **(Gallagher R) Recovery from disaster or emergency: funding priority.**

Current Text: Introduced: 1/23/2025 html pdf

Current Analysis: 04/28/2025 Assembly Appropriations *(text 1/23/2025)*

Introduced: 1/23/2025

Status: 4/30/2025-In committee: Set, first hearing. Referred to suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 o a major federal disaster, state of emergency, or local emergency.

Priority

AB 306 **(Schultz D) Building regulations: state building standards.**

Current Text: Amended: 3/12/2025 html pdf

Current Analysis: 03/21/2025 Assembly Floor Analysis *(text 3/12/2025)*

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Introduced: 1/23/2025
Status: 4/23/2025-Re-referred to Coms. on HOUSING and L. GOV.

Desk	Policy	Fiscal	Floor	Desk	**Policy**	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 307 **(Petrie-Norris D) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Department of Forestry and Fire Protection: fire camera mapping system.**
Current Text: Introduced: 1/23/2025 html pdf
Current Analysis: 03/21/2025 Assembly Natural Resources *(text 1/23/2025)*
Introduced: 1/23/2025
Status: 3/24/2025-In committee: Set, first hearing. Hearing canceled at the request of author.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 314 **(Arambula D) Affordable Housing and Sustainable Communities Program: project eligibility.**
Current Text: Amended: 4/30/2025 html pdf
Current Analysis: 04/25/2025 Assembly Transportation *(text 4/10/2025)*
Introduced: 1/23/2025
Status: 5/1/2025-Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law specifies the types of projects eligible for funding under the Affordable Housing and Sustainable Communities Program, including, among others, transit capital projects, active transportation capital projects, and transit-oriented development projects, as provided. This bill would expressly include certain transit capital projects and transit-oriented development projects near planned high-speed rail stations that meet specific criteria as eligible for funding under the program.

Priority

AB 317 **(Jackson D) California First Time Homeowner Dream Act.**
Current Text: Amended: 4/29/2025 html pdf
Current Analysis: 04/04/2025 Assembly Natural Resources *(text 1/24/2025)*
Introduced: 1/24/2025

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Status: 5/1/2025-Re-referred to Com. on APPR. pursuant to Assembly Rule 96.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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. Current law exempts various projects from CEQA, including projects related to the conversion of a structure with a certificat 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 home buyer, 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.

Priority

AB 334 **(Petrie-Norris D) Operators of toll facilities: interoperability programs: vehicle information.**

Current Text: Introduced: 1/28/2025 html pdf

Current Analysis: 05/02/2025 Assembly Privacy And Consumer Protection *(text 1/28/2025)*

Introduced: 1/28/2025

Status: 3/25/2025-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.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority
1

AB 339 **(Ortega D) Local public employee organizations: notice requirements.**

Current Text: Introduced: 1/28/2025 html pdf

Current Analysis: 04/08/2025 Assembly Appropriations *(text 1/28/2025)*

Introduced: 1/28/2025

Status: 4/9/2025-In committee: Set, first hearing. Referred to APPR. suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

bill would require the notice to include specified information, including the anticipated duration contract.

Priority

AB 370 **(Carrillo D) California Public Records Act: cyberattacks.**

Current Text: Amended: 3/12/2025 html pdf

Current Analysis: 04/08/2025 Assembly Appropriations *(text 3/12/2025)*

Introduced: 2/3/2025

Status: 4/24/2025-Read third time. Passed. Ordered to the Senate. (Ayes 75. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.

Desk	Policy	Fiscal	Floor	Desk	**Policy**	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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 o 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 unde 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 t a request and is maintained on the servers or systems in an electronic format.

Priority

AB 390 **(Wilson D) Vehicles: highway safety.**

Current Text: Amended: 3/11/2025 html pdf

Current Analysis: 04/16/2025 Assembly Floor Analysis *(text 3/11/2025)*

Introduced: 2/3/2025

Status: 4/29/2025-In Senate. Read first time. To Com. on RLS. for assignment.

Desk	Policy	Fiscal	Floor	Desk	**Policy**	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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 lan not immediately adjacent to the vehicle, or, if unable to safely do so, slow to a reasonable and pruden 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 limite to, cones, flares, or retroreflective devices.

Priority

1

AB 394 **(Wilson D) Public transportation providers.**

Current Text: Amended: 4/23/2025 html pdf

Current Analysis: 04/28/2025 Assembly Appropriations *(text 4/23/2025)*

Introduced: 2/3/2025

Status: 4/30/2025-In committee: Set, first hearing. Referred to suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law defines a battery as any willful and unlawful use of force or violence upon the person of another. 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 apply to an employee, public transportation provider, or contractor of a public transportation provider.

Priority

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

AB 431 **(Wilson D) Advanced Air Mobility Infrastructure Act.**

Current Text: Amended: 4/30/2025 html pdf

Current Analysis: 04/25/2025 Assembly Transportation *(text 2/5/2025)*

Introduced: 2/5/2025

Status: 5/1/2025-Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 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 exper for advanced air mobility within the department, as specified.

Priority

AB 440 **(Ramos D) Suicide prevention.**

Current Text: Amended: 4/10/2025 html pdf

Current Analysis: 04/21/2025 Assembly Appropriations *(text 4/10/2025)*

Introduced: 2/6/2025

Status: 4/23/2025-In committee: Set, first hearing. Referred to suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the State Department of Public Health to establish the Office of Suicide Prevention. Current law authorizes the office, 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 work with the Department of Transportation to identify cost-effective strategies to reduce suicides and suicide attempts on the state's bridges and roadways.

Priority

AB 443 **(Bennett D) Energy Commission: integrated energy policy report: curtailed solar and wind generation: hydrogen production.**

Current Text: Introduced: 2/6/2025 html pdf

Current Analysis: 04/18/2025 Assembly Natural Resources *(text 2/6/2025)*

Introduced: 2/6/2025

Status: 4/22/2025-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 14. Noes 0.) (April 21). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

AB 444 **(Wilson D) General plan: circulation element.**

Current Text: Introduced: 2/6/2025 html pdf

Introduced: 2/6/2025

Status: 2/7/2025-From printer. May be heard in committee March 9.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority

AB 467 **(Fong D) Open meetings: teleconferences: neighborhood councils.**

Current Text: Amended: 4/21/2025 html pdf

Current Analysis: 04/23/2025 Assembly Floor Analysis *(text 4/21/2025)*

Introduced: 2/6/2025

Status: 4/22/2025-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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. 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 th alternate teleconferencing provisions described above until January 1, 2030.

Priority

AB 488 **(Tangipa R) Insurance: the California FAIR Plan Association.**

Current Text: Introduced: 2/10/2025 html pdf

Introduced: 2/10/2025

Status: 2/24/2025-Referred to Com. on INS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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-fre 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.

Priority

AB 505 **(Castillo R) Multifamily Housing Program: Homekey: report.**

Current Text: Introduced: 2/10/2025 html pdf

Introduced: 2/10/2025

Status: 2/24/2025-Referred to Com. on H. & C.D.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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 c housing units and projects funded since the program's inception, and the timeliness of the allocation o

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

program funds provided to localities participating in the program, including, among other thing average time between application submission and fund disbursement.

Priority

AB 507 **(Haney D) Adaptive reuse: streamlining: incentives.**

Current Text: Introduced: 2/10/2025 html pdf

Current Analysis: 04/29/2025 Assembly Local Government *(text 2/10/2025)*

Introduced: 2/10/2025

Status: 5/1/2025-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (April 30). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 520 **(Castillo R) Homelessness and mental health: state funding information.**

Current Text: Introduced: 2/10/2025 html pdf

Introduced: 2/10/2025

Status: 4/24/2025-Assembly Rule 56 suspended. (Pending re-refer to Com. on HUM. S.)

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 541 **(DeMaio R) California Public Records Act Ombudsperson.**

Current Text: Amended: 3/28/2025 html pdf

Current Analysis: 04/21/2025 Assembly Appropriations *(text 3/28/2025)*

Introduced: 2/11/2025

Status: 4/23/2025-In committee: Set, first hearing. Referred to suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Summary: Would, until January 1, 2029, and subject to appropriation, establish the Office of t 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, a 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 numbe of requests for review the ombudsperson has received in the prior year.

Priority

AB 555 **(Jackson D) Air resources: regulatory impacts: transportation fuel costs.**

Current Text: Introduced: 2/12/2025 html pdf

Current Analysis: 04/25/2025 Assembly Natural Resources *(text 2/12/2025)*

Introduced: 2/12/2025

Status: 4/29/2025-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 14. Noes 0.) (April 28). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 567 **(DeMaio R) Insurance: residential and commercial.**

Current Text: Amended: 3/10/2025 html pdf

Current Analysis: 04/25/2025 Assembly Revenue And Taxation *(text 3/10/2025)*

Introduced: 2/12/2025

Status: 4/28/2025-In committee: Set, second hearing. Held under submission.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 Legislatur 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.

Priority

AB 590 **(Lee D) Social Housing Bond Act of 2026.**

Current Text: Introduced: 2/12/2025 html pdf

Introduced: 2/12/2025

Status: 3/3/2025-Referred to Com. on H. & C.D.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 bil

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

would enact the Social Housing Bond Act of 2026 which, if approved by the voters, would auth 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.

Priority
1

AB 609 **(Wicks D) California Environmental Quality Act: exemption: housing development projects.**
Current Text: Amended: 4/24/2025 html pdf
Current Analysis: 04/28/2025 Assembly Housing And Community Development *(text 4/24/2025)*
Introduced: 2/13/2025
Status: 5/1/2025-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (April 30).

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority
1

AB 612 **(Rogers D) Transportation: Highway Design Manual: emergency response times.**
Current Text: Introduced: 2/13/2025 html pdf
Current Analysis: 04/28/2025 Assembly Appropriations *(text 2/13/2025)*
Introduced: 2/13/2025
Status: 4/30/2025-In committee: Set, first hearing. Referred to suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 respons times.

Priority

AB 657 **(Alvarez D) Department of Transportation: state highways.**
Current Text: Introduced: 2/14/2025 html pdf
Introduced: 2/14/2025
Status: 2/15/2025-From printer. May be heard in committee March 17.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the Department of Transportation and the California Transportatio 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 direct 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.

Priority
SPOT

AB 670 **(Quirk-Silva D) Planning and zoning: housing element: converted affordable housing units.**

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Current Text: Amended: 3/28/2025 html pdf
Current Analysis: 04/28/2025 Assembly Appropriations *(text 3/28/2025)*
Introduced: 2/14/2025
Status: 4/30/2025-In committee: Set, first hearing. Referred to suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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, existing 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.

Priority

AB 698 **(Wicks D) Local taxation: real property transfers.**
Current Text: Amended: 3/28/2025 html pdf
Current Analysis: 04/29/2025 Assembly Local Government *(text 3/28/2025)*
Introduced: 2/14/2025
Status: 5/1/2025-From committee: Amend, and do pass as amended. (Ayes 10. Noes 0.) (April 30).

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current statutory law, enacted by Proposition 62, as approved by the voters at the November 4, 1986, statewide general election, prohibits a local government or district from imposing any transaction tax or sales tax on the sale of real property within the city, county, or district, except as provided. The California Constitution authorizes cities organized under a charter to make and enforce all ordinances and regulations in respect to municipal affairs, which supersede inconsistent general laws. The Documentary Transfer Tax Act authorizes the imposition of a tax by a county or city, as provided, with respect to specified instruments that transfer specified interests in real property. This bill would require a legislative body of a city, as specified, before it adopts any transaction or sales tax on the sale of real property, to develop and post on its internet website an analysis that examines, at a minimum, the effect of the proposed transfer tax on, among other things, the production of affordable housing, including affordable housing produced by market-rate housing projects.

Priority

AB 712 **(Wicks D) Housing reform laws: enforcement actions: fines and penalties.**
Current Text: Amended: 4/10/2025 html pdf
Current Analysis: 05/02/2025 Assembly Floor Analysis *(text 4/10/2025)*
Introduced: 2/14/2025
Status: 5/1/2025-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	**Floor**	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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. Existing 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.

Priority

AB 716 **(Carrillo D) Fire safety standards: hydrogen facilities.**
Current Text: Amended: 4/21/2025 html pdf
Current Analysis: 04/29/2025 Assembly Committee On Utilities And Energy *(text 4/21/2025)*

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Introduced: 2/14/2025
Status: 5/1/2025-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 18. Noes 0.) (April 30). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 authorize local governments, in consultation with the State Fire Marshal, to adopt more stringent fire safety standards than the statewide fire safety standards, based on unique local hazards and risks. 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.

Priority

AB 726 **(Ávila Farías D) Planning and zoning: annual report: rehabilitated units.**
Current Text: Introduced: 2/18/2025 html pdf
Current Analysis: 04/28/2025 Assembly Appropriations *(text 2/18/2025)*
Introduced: 2/18/2025
Status: 4/30/2025-In committee: Set, first hearing. Referred to suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 eac 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 th city or county, as specified.

Priority

AB 735 **(Carrillo D) Planning and zoning: logistics use: truck routes.**
Current Text: Amended: 4/24/2025 html pdf
Current Analysis: 04/29/2025 Assembly Local Government *(text 4/24/2025)*
Introduced: 2/18/2025
Status: 5/1/2025-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (April 30). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 logistic uses that, among other things, comply with specified 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. Existing law, subject to specified exceptions, defines "logistics use" for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serv retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement o the cargo, goods, or products. 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 building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations.

Priority
1

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

AB 736 **(Wicks D) The Affordable Housing Bond Act of 2026.**
Current Text: Amended: 4/10/2025 html pdf
Current Analysis: 04/28/2025 Assembly Appropriations *(text 4/10/2025)*
Introduced: 2/18/2025
Status: 4/30/2025-In committee: Set, first hearing. Referred to suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority
1

AB 778 **(Chen R) Local Agency Public Construction Act: internet website posting.**
Current Text: Introduced: 2/18/2025 html pdf
Introduced: 2/18/2025
Status: 3/3/2025-Referred to Com. on L. GOV.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Local Agency Public Construction Act sets forth the requirements for the payment of construction projects by local agencies. The State Contract Act imposes specified requirements on state agencies regarding payment of construction contracts, including requiring, within 10 days of making a construction contract payment, a state agency that maintains an internet website to post on its internet website the project for which the payment was made, the name of the construction contractor or company paid, the date the payment was made or the date the state agency transmitte instructions to the Controller or other payer to make the payment, the payment application number or other identifying information, and the amount of the payment. Current law exempts from these provisions, among other things, construction contracts valued below $25,000. This bill would require a local agency that maintains an internet website to post on its internet website the information described above. The bill would exempt from these provisions construction contracts valued below $25,000.

Priority

AB 782 **(Quirk-Silva D) Subdivision Map Act: security.**
Current Text: Amended: 3/24/2025 html pdf
Current Analysis: 04/29/2025 Assembly Local Government *(text 3/24/2025)*
Introduced: 2/18/2025
Status: 5/1/2025-From committee: Amend, and do pass as amended. (Ayes 10. Noes 0.) (April 30).

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 securit in connection with the performance of any act or agreement. This bill would prohibit a local agency fror requiring the furnishing of security in connection with the performance of any act or agreement relatec 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.

Priority

AB 790 **(Ávila Farías D) Homelessness: single women with children.**
Current Text: Amended: 4/23/2025 html pdf
Current Analysis: 04/30/2025 Assembly Human Services *(text 4/23/2025)*
Introduced: 2/18/2025
Status: 5/1/2025-From committee: Amend, and do pass as amended. (Ayes 7. Noes 0.) (May 1).

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires cities, counties, and continuums of care receiving state funding to

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

address homelessness on or after January 1, 2024, to include families, people fleeing or attem flee domestic violence, and unaccompanied women within the vulnerable populations for whom specific system supports are developed to maintain homeless services and housing delivery. This bill would clarify that families, as described above, include single women with children.

Priority

AB 854 **(Petrie-Norris D) California Environmental Quality Act: exemptions.**

Current Text: Amended: 4/22/2025 html pdf

Current Analysis: 04/25/2025 Assembly Natural Resources *(text 4/22/2025)*

Introduced: 2/19/2025

Status: 4/28/2025-In committee: Set, first hearing. Hearing canceled at the request of author.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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 CEQA projects that consist of the inspection, maintenance, repair, restoration, reconditioning, reconductoring with advanced conductors, replacement, or removal of a transmission wire or cable used to conduct electricity or other piece of equipment that is directly attached to the wire or cable an that meet certain requirements. If a lead agency determines that a project is exempt from CEQA pursuant to the above provision, the bill would require the lead agency to file a notice of exemption with the Office of Land Use and Climate Innovation and the county clerk in each county in which the project is located, as provided. By increasing the duties of a lead agency, the bill would impose a state mandated local program.

Priority

AB 861 **(Solache D) Community colleges: students: public transportation: Los Angeles Community College District.**

Current Text: Amended: 4/24/2025 html pdf

Current Analysis: 04/21/2025 Assembly Higher Education *(text 2/19/2025)*

Introduced: 2/19/2025

Status: 4/28/2025-Re-referred to Com. on TRANS.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law establishes the California Community Colleges, under the administration of the Board of Governors of the California Community Colleges, as one of the segments of public postsecondary education in this state. Current law creates the Los Angeles County Metropolitan Transportation Authority ("LA Metro") with specified powers and duties relative to transportation planning, programming, and operations in the County of Los Angeles. This bill would (1) require the Los Angeles Community College District to annually enter into a memorandum of understanding with LA Metro for purposes of providing GoPass TAP cards to participating students enrolled at a campus of the community college district, as specified, and (2) establish a student ambassador program within LA Metro where students assist with security, rider assistance, and facility upkeep on LA Metro rail and bus lines serving campuses of the Los Angeles Community College District. The bill would require the Los Angeles Community College District to submit an annual report to the Department of Finance and the budget committees of the Assembly and Senate that includes specified information about the transit pass program and the student ambassador program.

Priority

AB 891 **(Zbur D) Transportation: Quick-Build Project Pilot Program.**

Current Text: Introduced: 2/19/2025 html pdf

Current Analysis: 04/04/2025 Assembly Transportation *(text 2/19/2025)*

Introduced: 2/19/2025

Status: 4/8/2025-From committee: Do pass and re-refer to Com. on APPR. (Ayes 12. Noes 4.) (April 7). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

projects. The bill would require the department, on or before December 31, 2028, to identify a commit to funding a minimum of 6 quick-build projects statewide.

Priority

AB 902 **(Schultz D) Transportation planning and programming: barriers to wildlife movement.**

Current Text: Amended: 4/23/2025 html pdf

Current Analysis: 04/18/2025 Assembly Transportation *(text 4/10/2025)*

Introduced: 2/19/2025

Status: 4/24/2025-Re-referred to Com. on L. GOV. Re-referred to Com. on APPR. pursuant to Assembly Rule 96.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law establishes the Transportation Wildlife Connectivity Remediation Program, which is administered by the Department of Transportation (Caltrans), in consultation with the Department of Fish and Wildlife (DFW), for the purposes of improving wildlife connectivity across transportation systems in connectivity areas, as defined. As part of the program, current law requires Caltrans to develop a program of projects that support the remediation and improvement of wildlife connectivity across transportation systems, as provided. Current law authorizes Caltrans to receive compensatory mitigation credits for the implementation of a project in the program of projects if DFW concurs with the creation of those credits. This bill would require a lead agency to incorporate appropriate wildlife passage features into a transportation infrastructure project in a connectivity area as specified.

Priority

1

AB 906 **(González, Mark D) Planning and zoning: housing elements: affirmatively furthering fair housing.**

Current Text: Amended: 4/21/2025 html pdf

Current Analysis: 04/29/2025 Assembly Local Government *(text 4/21/2025)*

Introduced: 2/19/2025

Status: 5/1/2025-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (April 30). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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). This bill would remove the requirement on cities and counties to include the 2nd analysis in their housing elements.

Priority

AB 915 **(Petrie-Norris D) Clean Energy Reliability Investment Plan: clean energy project siting and permitting.**

Current Text: Amended: 4/22/2025 html pdf

Current Analysis: 04/29/2025 Assembly Committee On Utilities And Energy *(text 4/22/2025)*

Introduced: 2/19/2025

Status: 5/1/2025-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 18. Noes 0.) (April 30). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law requires, upon appropriation by the Legislature, certain amounts of money to be available for specified fiscal years to support a Clean Energy Reliability Investment Plan developed by the State Energy Resources Conservation and Development Commission (Energy Commission), as specified. This bill would state the intent of the Legislature to enact subsequent legislation to appropriate $900,000,000 from the General Fund to the Energy 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.

Priority

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

AB 920 **(Caloza D) Permit Streamlining Act: housing development projects: centralized applicatio portal.**

Current Text: Amended: 4/24/2025 html pdf

Current Analysis: 04/28/2025 Assembly Housing And Community Development *(text 4/24/2025)*

Introduced: 2/19/2025

Status: 4/30/2025-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 10. Noes 0.) (April 30). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 toc 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 persons that has an internet website to make a centralized application portal available on its internet website to applicants for housing development projects, as prescribed. The bill would, notwithstanding that provision, authorize a city or county described above to make a centralized application portal available on its internet website no later than January 1, 2030, if the legislative body of the city or county, on or before January 1, 2028, takes certain action, including initiating a procurement process to make a centralized application portal available on its internet website. The bill would require the centralized application portal to allow for tracking of the status of an application.

Priority

AB 939 **(Schultz D) The Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026.**

Current Text: Introduced: 2/19/2025 html pdf

Introduced: 2/19/2025

Status: 3/10/2025-Referred to Com. on TRANS.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

1

AB 954 **(Bennett D) State transportation improvement program: bicycle highway pilot program.**

Current Text: Introduced: 2/20/2025 html pdf

Current Analysis: 04/04/2025 Assembly Transportation *(text 2/20/2025)*

Introduced: 2/20/2025

Status: 4/9/2025-Introduced measure version corrected.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the state transportation improvement program (STIP) process, pursuant to which the California Transportation Commission programs, on a biennial basis, available state and federal funds for transportation capital improvement projects, other than state highway rehabilitation and repair projects, for the 5-year period of the STIP, based on the interregional transportation improvement program (ITIP) prepared by the Department of Transportation and the regional transportation improvement programs (RTIP) prepared by regional transportation planning agencies. This bill would require the department 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.

Priority

1

AB 956 **(Quirk-Silva D) Accessory dwelling units: ministerial approval: single-family dwellings.**

Current Text: Amended: 3/17/2025 html pdf

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Current Analysis: 04/29/2025 Assembly Local Government *(text 3/17/2025)*
Introduced: 2/20/2025
Status: 5/1/2025-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (April 30). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law provided for the creation by local ordinance, or by ministerial approval if a local agency has not adopted an ordinance, of accessory dwelling units in areas zoned fo single-family or multifamily dwelling residential use in accordance with specified standards and conditions. 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.

Priority

AB 975 **(Gallagher R) Lake and streambed alteration agreements: exemptions: culverts and bridges.**
Current Text: Amended: 5/1/2025 html pdf
Current Analysis: 04/25/2025 Assembly Water, Parks And Wildlife *(text 4/21/2025)*
Introduced: 2/20/2025
Status: 5/1/2025-Read second time and amended.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prohibits a person, a state or local governmental agency, or a public utility fron 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. This bill would, until January 1, 2027, exempt from these provisions projects to repair or reconstruct a bridge 30 feet long or less or a culvert 70 feet long or less within the County of Sutter that has been damaged or destroyed as a result of fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, in, or after, 2021.

Priority

AB 1010 **(Rodriguez, Michelle D) Local government: broadband: traffic control requirements: state standard.**
Current Text: Introduced: 2/20/2025 html pdf
Introduced: 2/20/2025
Status: 2/21/2025-From printer. May be heard in committee March 23.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

AB 1014 **(Rogers D) Traffic safety: speed limits.**
Current Text: Amended: 4/8/2025 html pdf
Current Analysis: 04/18/2025 Assembly Transportation *(text 4/8/2025)*
Introduced: 2/20/2025
Status: 4/22/2025-From committee: Do pass and re-refer to Com. on APPR. (Ayes 14. Noes 1.) (April

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

21). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law establishes various default speed limits for vehicles upon highways, as specified. Existing law requires the Department of Transportation, by regulation, to require speed limit to be rounded up or down to the nearest 5 miles per hour of the 85th percentile of free-flowing traffic. Current law authorizes a local authority to additionally lower the speed limit in specified circumstances or retain the currently adopted speed limit in certain circumstances. This bill would authorize the department to additionally lower or retain the speed limit in those specified circumstances.

Priority

AB 1070 **(Ward D) Transit districts: governing boards: compensation: nonvoting members.**
Current Text: Amended: 4/3/2025 html pdf
Current Analysis: 04/21/2025 Assembly Local Government *(text 4/3/2025)*
Introduced: 2/20/2025
Status: 4/23/2025-In committee: Set, first hearing. Hearing canceled at the request of author.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law provides for the formation of various transit districts and specifies the duties and powers of their governing boards. Current law authorizes a transit district to compensate a member of the governing board for attending a board meeting and for engaging in other district business, as provided. This bill would prohibit a transit district from compensating a member of the governing board unless the member demonstrates personal use of the transit system, as specified. The bill would require the governing board of a transit district to include 2 nonvoting members and 4 alternate nonvoting members, as specified. The bill would require nonvoting members and alternate nonvoting members to have certain rights and protections, including the right to attend and participat in all public meetings of the governing board, except as specified. The bill would require the chair of th governing board of a transit district to exclude these nonvoting members from meetings discussing, among other things, negotiations with labor organizations.

Priority
1

AB 1089 **(Carrillo D) Western Joshua Tree Conservation Act: industrial projects and commercial projects.**
Current Text: Amended: 3/24/2025 html pdf
Current Analysis: 04/25/2025 Assembly Floor Analysis *(text 3/24/2025)*
Introduced: 2/20/2025
Status: 4/29/2025-In Senate. Read first time. To Com. on RLS. for assignment.

Desk	Policy	Fiscal	Floor	Desk	**Policy**	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law authorizes the Department of Fish and Wildlife to enter into an agreement wit 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 th 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 fo commercial or industrial projects to pay specified fees in lieu of satisfying the mitigation obligation, as provided.

Priority
1

AB 1114 **(Ávila Farías D) Emergency vehicles: fee and toll exemptions.**
Current Text: Amended: 4/21/2025 html pdf
Current Analysis: 04/25/2025 Assembly Transportation *(text 4/21/2025)*
Introduced: 2/20/2025
Status: 4/29/2025-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 16. Noes 0.) (April 28). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law provides for the exemption of authorized emergency vehicles from the paymen

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

of a toll or charge on a vehicular crossing, toll highway, or high-occupancy toll (HOT) lane and a 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 "Ambulance."

Priority
1

AB 1132 **(Schiavo D) Department of Transportation: climate change vulnerability assessment: community resilience assessment.**

Current Text: Amended: 4/10/2025 html pdf
Current Analysis: 04/18/2025 Assembly Transportation *(text 4/10/2025)*
Introduced: 2/20/2025
Status: 4/22/2025-From committee: Do pass and re-refer to Com. on APPR. (Ayes 12. Noes 1.) (April 21). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Would require the Department of Transportation, on or before January 1, 2029, to identify key community resilience indicators for measuring the impacts of climate-induced transportation disruptions, as specified. The bill would also require the department, on or before January 1, 2030, to include in the Climate Change Vulnerability Assessment reports an evaluation of the broader social an economic impacts on communities connected to the evaluated infrastructure risks, as specified.

Priority

AB 1154 **(Carrillo D) Accessory dwelling units: junior accessory dwelling units.**

Current Text: Introduced: 2/20/2025 html pdf
Current Analysis: 04/25/2025 Assembly Floor Analysis *(text 2/20/2025)*
Introduced: 2/20/2025
Status: 4/29/2025-In Senate. Read first time. To Com. on RLS. for assignment.

Desk	Policy	Fiscal	Floor	Desk	**Policy**	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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 existin 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 th 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.

Priority

AB 1165 **(Gipson D) California Housing Justice Act of 2025.**

Current Text: Amended: 3/24/2025 html pdf
Current Analysis: 04/28/2025 Assembly Housing And Community Development *(text 3/24/2025)*
Introduced: 2/21/2025
Status: 5/1/2025-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 1.) (April 30). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

homelessness and housing unaffordability, as specified. The bill would require moneys in the f 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.

Priority

AB 1198 **(Haney D) Public works: prevailing wages.**

Current Text: Introduced: 2/21/2025 html pdf

Current Analysis: 04/21/2025 Assembly Appropriations *(text 2/21/2025)*

Introduced: 2/21/2025

Status: 4/23/2025-In committee: Set, first hearing. Referred to suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority

AB 1206 **(Harabedian D) Single-family and multifamily housing units: preapproved plans.**

Current Text: Amended: 3/27/2025 html pdf

Current Analysis: 04/25/2025 Assembly Floor Analysis *(text 3/27/2025)*

Introduced: 2/21/2025

Status: 4/24/2025-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	**Floor**	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Would require each local agency, as defined and by July 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, both as defined, within 30 days if the lot meets certain conditions and the application 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. The bill would also provide that its provisions do not prevent a local agency from voluntarily accepting or admitting additional plans at higher densities in additional zoning districts into the preapproved housing plan program, at the local agency's discretion.

Priority

AB 1207 **(Irwin D) Climate change: market-based compliance mechanism: price ceiling.**

Current Text: Amended: 3/17/2025 html pdf

Current Analysis: 04/25/2025 Assembly Natural Resources *(text 3/17/2025)*

Introduced: 2/21/2025

Status: 4/29/2025-From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (April 28). Re-referred to Com. on APPR.

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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 sol 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.

Priority

AB 1237 **(McKinnor D) Counties of Los Angeles and Santa Clara: sporting events: ticket charge: public transit.**

Current Text: Amended: 4/23/2025 html pdf

Current Analysis: 04/29/2025 Assembly Floor Analysis *(text 4/23/2025)*

Introduced: 2/21/2025

Status: 4/28/2025-Measure version as amended on April 23 corrected.

Desk	Policy	Fiscal	**Floor**	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Would authorize Santa Clara Valley Transportation Authority (VTA) to impose a charge of up to $5 on the purchaser of a ticket from a ticket vendor to a sporting event in the County of Santa Clara held as part of the 2026 FIFA World Cup or the 2026 NCAA Men's or Women's Basketball Championship, as specified. The bill would require VTA to use any revenues collected from the charge to support its transit operations. The bill would require VTA, if it imposes the charge, to allow any person to use its transit services at no charge on the day of one of those sporting events if the perso presents a ticket to that sporting event at the location where VTA collects fares for transit services. The bill would require VTA, if it imposes the charge, to prepare and submit a report to the Legislature on or before January 1, 2027, that includes specified information regarding implementation of the bill.

Priority

1

AB 1244 **(Wicks D) California Environmental Quality Act: transportation impact mitigation: Transit-Oriented Development Implementation Program.**

Current Text: Amended: 4/23/2025 html pdf

Current Analysis: 04/28/2025 Assembly Housing And Community Development *(text 4/23/2025)*

Introduced: 2/21/2025

Status: 5/1/2025-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (April 30). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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 Transit-Oriented Development Implementation Program is administered by the Department of Housing and Community Development to provide local assistance to developers for the purpose of developing higher density uses within close proximity to transit stations as provided. Current law establishes the Transit-Oriented Development Implementation Fund and, to the extent funds are available, requires the department to make loans for the development and construction of housing development projects within close proximity to a transit station that meet specified criteria. This bill would authorize a project, to the extent that the project is required to mitigate transportation impacts under CEQA, to satisfy the mitigation requirement by electing to contribute an amount of money, at a price per vehicle mile traveled, as determined by the Office of Land Use and Climate Innovation, to the Transit-Oriented Development Implementation Fund for the purposes of the Transit-Oriented Development Implementation Program, as provided. The bill would require the office, on or before July 1, 2029, and at least once every 3 years thereafter, to update the price per vehicle mile traveled based on specified factors. The bill would require, upon appropriation by the Legislature, the contributions to be available to the department to fund developments located in the same region, as defined, with preference given to specified projects. The bill would require the department to, for each award, confirm the estimated reduction in vehicle miles traveled, as provided, and would require the department to post specified information on its internet website.

Priority

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

AB 1257 **(Lackey R) Department of Transportation: state highways.**

Current Text: Introduced: 2/21/2025 html pdf

Introduced: 2/21/2025

Status: 2/24/2025-Read first time.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the Department of Transportation and the California Transportatio 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.

Priority

AB 1275 **(Elhawary D) Regional housing needs: regional transportation plan.**

Current Text: Amended: 4/24/2025 html pdf

Current Analysis: 04/29/2025 Assembly Local Government *(text 4/24/2025)*

Introduced: 2/21/2025

Status: 5/1/2025-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 10. Noes 0.) (April 30). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 it boundaries and 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. Current law requires, for the 4th and subsequent revisions of the housing element, the department to determine the existing and projected need for housing for each region, as specified. Current law requires the department, in consultation with the council of governments, to determine the existing and projected need of housing for each region at least 2 years prior to the scheduled revision of the housing element, as provided. Current law requires the department to meet and consult with the council of governments regarding the assumptions and methodology to be used to determine the region's housing needs at least 26 months prior to the scheduled revision of the housing element, as provided. This bill, except as specified, would extend th above-described timeline for the department to determine the existing and projected need of housing for each region from 2 years to 3 years prior to the scheduled revision of the housing element, and th above-described timeline to meet and consult with a council of governments from at least 26 months to at least 38 months prior to the scheduled revision of the housing element, respectively.

Priority

AB 1343 **(Gallagher R) Local alternative transportation improvement program: Feather River crossing.**

Current Text: Amended: 4/21/2025 html pdf

Current Analysis: 04/25/2025 Assembly Transportation *(text 4/21/2025)*

Introduced: 2/21/2025

Status: 4/29/2025-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 16. Noes 0.) (April 28). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: 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 thar 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.

Priority

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

AB 1358 **(Valencia D) Santa Ana River Conservancy Program: lower Santa Ana River region.**
Current Text: Amended: 3/13/2025 html pdf
Current Analysis: 04/21/2025 Assembly Appropriations *(text 3/13/2025)*
Introduced: 2/21/2025
Status: 4/23/2025-In committee: Set, first hearing. Referred to suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the Santa Ana River Conservancy Program to be administered by the State Coastal Conservancy. Current law authorizes the conservancy to, among other things, undertake or fund projects for several purposes, including to implement site improvements, upgrade deteriorating facilities or construct new facilities for outdoor recreation, public access, nature appreciation and interpretation, and historic and cultural preservation. This bill would require at least 60% of the funds allocated to fund or undertake the above-described projects to be for projects in heavily urbanized areas, as defined, of the lower Santa Ana River region, as defined, to benefit disadvantaged communities, severely disadvantaged communities, or vulnerable populations.

Priority
1

AB 1407 **(Wallis R) Planning and Zoning Law: housing elements: rezoning.**
Current Text: Amended: 3/28/2025 html pdf
Introduced: 2/21/2025
Status: 4/1/2025-Re-referred to Com. on H. & C.D.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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. 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. Current law requires rezoning, as specified, when an inventory of sites does not identify adequate sites to accommodate the need for groups of specified household income levels. If the local government fails to adopt a housing element that the Department of Housing and Community Development has found to be in substantial compliance with specified law within 120 days of the statutory deadline for adoption of the housing element, existing law requires the local government to complete this rezoning no later than one year from the statutory deadline for adoption of the housing element. This bill would extend the above-described one-year deadline to one year and 6 months.

Priority

AB 1421 **(Wilson D) Vehicles: Road Usage Charge Technical Advisory Committee.**
Current Text: Introduced: 2/21/2025 html pdf
Introduced: 2/21/2025
Status: 3/13/2025-Referred to Com. on TRANS.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority
1

AB 1491 **(Ta R) Transportation: road safety.**
Current Text: Introduced: 2/21/2025 html pdf
Introduced: 2/21/2025
Status: 2/24/2025-Read first time.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Existing law requires the Department of Transportation to improve and maintain the state's

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

highways, and establishes various programs to fund the development, construction, and repai 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.

Priority
SPOT

ACA 12 **(Wallis R) Road usage charges: vote and voter approval requirements.**
Current Text: Introduced: 3/26/2025 html pdf
Introduced: 3/26/2025
Status: 3/27/2025-From printer. May be heard in committee April 26.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The California Constitution requires any change in state statute that increases the tax liability of any taxpayer to be imposed by an act passed by 2/3 of the membership of each house of the Legislature and prohibits specified taxes on real property from being so imposed. For these purposes, the California Constitution defines a "tax" as any state levy, charge, or exaction, except as described in certain exceptions. The California Constitution describes one of those exceptions as a charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by a specified provision of the California Constitution. This measure, on or after its effective date, would provide that the exception described above does not include a road usage charge, as described, thereby requiring the imposition of this type of charge to be subject to the 2/3 vote requirement.

Priority

SB 2 **(Jones R) Low-carbon fuel standard: regulations.**
Current Text: Amended: 3/12/2025 html pdf
Current Analysis: 03/18/2025 Senate Environmental Quality *(text 3/12/2025)*
Introduced: 12/2/2024
Status: 3/19/2025-March 19 set for first hearing. Failed passage in committee. (Ayes 3. Noes 2.) Reconsideration granted.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority

SB 5 **(Cabaldon D) Enhanced infrastructure financing districts and community revitalization and investment areas: allocation of taxes: agricultural land exclusion.**
Current Text: Amended: 4/24/2025 html pdf
Current Analysis: 04/25/2025 Senate Floor Analyses *(text 4/24/2025)*
Introduced: 12/2/2024
Status: 4/24/2025-Read second time and amended. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The California Land Conservation Act of 1965, otherwise known as the Williamson Act, authorizes a landowner of specified agricultural land to petition the city or county to cancel a 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. Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district, with a governing body referred to as the public financing authority, to finance public capital facilities or other specified projects of communitywide significance. Current law requires the public financing authority to prepare and adopt a proposed infrastructure financing plan, as specified. Current law authorizes the plan to require a certain portion of specified taxes levied upon property within the district to be allocated to the district each year, as specified. Current law authorizes certain local agencies to form a Community Revitalization and Investment Authority within a community revitalization and investment area to carry out a community revitalization plan in that area for specified purposes. Current law authorizes the plan to require a certain portion of specified taxes

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

levied upon property within the area to be allocated to the authority to finance improvements, as specified. 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 allocations to the district or authority, as applicable.

Priority

SB 9 **(Arreguín D) Accessory Dwelling Units: owner-occupant requirements.**

Current Text: Amended: 4/28/2025 html pdf

Current Analysis: 05/02/2025 Senate Local Government *(text 4/28/2025)*

Introduced: 12/2/2024

Status: 4/28/2025-From committee with author's amendments. Read second time and amended. Re-referred to Com. on L. GOV.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The Planning and Zoning 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.

Priority

SB 16 **(Blakespear D) Homeless Housing, Assistance, and Prevention program: housing element: unsheltered and chronic homelessness: assessment and financing plan.**

Current Text: Amended: 4/24/2025 html pdf

Current Analysis: 04/17/2025 Senate Housing *(text 3/25/2025)*

Introduced: 12/2/2024

Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The Planning and Zoning Law requires a housing element to 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. 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. Current law establishes the Homeless Housing, Assistance, and Prevention program (HHAP) for the purpose of providing jurisdictions with grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified.(3)The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

Priority

SB 21 **(Durazo D) Single-room occupancy units: demolition and replacement: housing assistance programs: eligibility for homeless individuals and families.**

Current Text: Amended: 5/1/2025 html pdf

Current Analysis: 04/24/2025 Senate Housing *(text 3/26/2025)*

Introduced: 12/2/2024

Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The Housing Crisis Act of 2019, among other things, prohibits an affected city or an affected county, as defined, from approving a housing development project that will require the demolition of occupied or vacant protected units, as defined, or that is located on a site where protected units were demolished in the previous 5 years unless specified requirements are met. Among these requirements current law requires that the project replace all existing protected units and protected units demolished on or after January 1, 2020, and, if the project is a housing development project, as defined, it will include at least as many residential dwelling units as the greatest number of residential dwelling units that existed on the project site within the last 5 years. This bill, notwithstanding the above-described requirements, in the case of rehabilitation or replacement of an existing single-room

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

occupancy building that meets prescribed criteria, would permit an affected city or an affected to reduce the number of replacement units required if the project meets specified requirements, including, among others, that the reduction in replacement units is necessary to accommodate the conversion of single-room occupancy units, as provided, and that the converted units will be rental units with affordable rents, as specified.

Priority

SB 30 **(Cortese D) Diesel-powered on-track equipment: decommissioning: resale and transfer restrictions.**

Current Text: Amended: 3/26/2025 html pdf

Current Analysis: 04/28/2025 Senate Environmental Quality *(text 3/26/2025)*

Introduced: 12/2/2024

Status: 5/1/2025-From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (April 30).

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: 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.

Priority

1

SB 63 **(Wiener D) San Francisco Bay area: local revenue measure: transportation funding.**

Current Text: Amended: 4/29/2025 html pdf

Current Analysis: 04/22/2025 Senate Revenue And Taxation *(text 3/25/2025)*

Introduced: 1/9/2025

Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Current law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relating to providing public transit services. This bill would establish the Transportation Revenue Measure District with jurisdiction extending throughou the boundaries of the Counties of Alameda and Contra Costa and the City and County of San Francisc and would require the district to be governed by the same board that governs the 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 vote 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.

Priority

SB 65 **(Wiener D) Budget Act of 2025.**

Current Text: Introduced: 1/10/2025 html pdf

Introduced: 1/10/2025

Status: 1/13/2025-Read first time.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Would make appropriations for the support of state government for the 2025–26 fiscal year.

Priority

SB 71 **(Wiener D) California Environmental Quality Act: exemptions: transit projects.**

Current Text: Amended: 3/25/2025 html pdf

Current Analysis: 04/25/2025 Senate Appropriations *(text 3/25/2025)*

Introduced: 1/14/2025

Status: 4/28/2025-April 28 hearing: Placed on APPR. suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The California Environmental Quality Act (CEQA) until January 1, 2030, exempts from its

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

requirements active transportation plans, pedestrian plans, or bicycle transportation plans for 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.

Priority
1

SB 73 **(Cervantes D) California Environmental Quality Act: exemptions.**
Current Text: Introduced: 1/15/2025 html pdf
Introduced: 1/15/2025
Status: 3/13/2025-March 19 set for second hearing canceled at the request of author.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

SB 74 **(Seyarto R) Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.**
Current Text: Amended: 4/7/2025 html pdf
Current Analysis: 04/18/2025 Senate Appropriations *(text 4/7/2025)*
Introduced: 1/15/2025
Status: 4/21/2025-April 21 hearing: Placed on APPR. suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 for the development and construction of infrastructure projects, as defined, facing unforeseen costs after starting construction. 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 local agency has allocated existing local tax revenue for at least 45% of the initially budgeted total cost of the infrastructure project. 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.

Priority

SB 78 **(Seyarto R) Department of Transportation: report: state highway system: safety enhancements.**
Current Text: Amended: 4/2/2025 html pdf
Current Analysis: 04/18/2025 Senate Appropriations *(text 4/2/2025)*
Introduced: 1/15/2025
Status: 4/21/2025-April 21 hearing: Placed on APPR. suspense file.

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Would require the Department of Transportation to prepare a report to identify the types of safety enhancements that could be implemented on the state highway system, the common factors, if any, contributing to the delay in delivering those safety enhancements, and strategies to expedite safety enhancements on the state highway system. The bill would require the department to submit the report to the Legislature on or before January 1, 2027.

Priority

SB 79 **(Wiener D) Local government land: public transit use: housing development: transit-oriented development.**

Current Text: Amended: 4/23/2025 html pdf

Current Analysis: 04/25/2025 Senate Local Government *(text 4/23/2025)*

Introduced: 1/15/2025

Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency. Current 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.

Priority

1

SB 90 **(Seyarto R) 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.**

Current Text: Amended: 3/12/2025 html pdf

Current Analysis: 05/02/2025 Senate Appropriations *(text 3/12/2025)*

Introduced: 1/22/2025

Status: 4/25/2025-Set for hearing May 5.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority

SB 92 **(Blakespear D) Housing development: density bonuses: mixed-use developments.**

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Current Text: Amended: 3/10/2025 html pdf
Current Analysis: 04/25/2025 Senate Local Government *(text 3/10/2025)*
Introduced: 1/22/2025
Status: 5/1/2025-From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (April 30).

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

SB 94 **(Strickland R) Transportation funding: Greenhouse Gas Reduction Fund: Motor Vehicle Fuel Account.**
Current Text: Amended: 3/26/2025 html pdf
Current Analysis: 04/21/2025 Senate Revenue And Taxation *(text 3/26/2025)*
Introduced: 1/23/2025
Status: 4/23/2025-April 23 set for first hearing. Failed passage in committee. (Ayes 1. Noes 4.) Reconsideration granted.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Global Warming Solutions Act of 2006 authorizes the state board to include i its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. Current law continuously appropriates 25% of the annual proceeds of the fund to the High-Speed Rail Authority for certain purposes, as specified. This bill would eliminate the continuous appropriation of 25% of the annual proceeds of the Greenhouse Gas Reduction Fund t the High-Speed Rail Authority on June 30, 2026. The bill, beginning with the 2026–27 fiscal year, and until December 31, 2030, would require 25% of the annual proceeds of the Greenhouse Gas Reductior Fund to be transferred to the Motor Vehicle Fuel Account.

Priority

SB 220 **(Allen D) Los Angeles County Metropolitan Transportation Authority.**
Current Text: Amended: 4/9/2025 html pdf
Current Analysis: 04/25/2025 Senate Transportation *(text 4/9/2025)*
Introduced: 1/23/2025
Status: 4/28/2025-April 28 hearing: Heard for testimony only.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law creates the Los Angeles County Metropolitan Transportation Authority with specified powers and duties relative to transportation planning, programming, and operations in the County of Los Angeles. The authority is governed by a 14-member board of directors which is consisting of 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, withi 60 days of the increase, to submit a plan to the Legislature for revising the composition of the authority. Beginning January 1, 2029, this bill would expand the board of directors to 18 members by adding the county executive of the County of Los Angeles and 3 public members appointed by the county executive.

Priority

SB 222 **(Wiener D) Climate disasters: civil actions.**
Current Text: Amended: 3/28/2025 html pdf
Current Analysis: 04/04/2025 Senate Judiciary *(text 3/28/2025)*
Introduced: 1/27/2025

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Status: 4/8/2025-April 8 set for first hearing. Failed passage in committee. (Ayes 5. Noes 2.) Reconsideration granted.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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, existing law authorizes them to recover compensation from the person at fault, which is known as damages. This bill would authorize a person who suffered physical harm to their person or property totaling at least $10,000 to bring a civil action against a party responsible for a climate disaster to recover damages, restitution, specified costs, and other appropriate relief. The bill would make responsible parties jointly, severally, and strictly liable to a plaintiff for damages and restitution.

Priority

SB 231 **(Seyarto R) California Environmental Quality Act: the Office of Land Use and Climate Innovation technical advisory.**

Current Text: Amended: 3/20/2025 html pdf

Current Analysis: 04/04/2025 Senate Appropriations *(text 3/20/2025)*

Introduced: 1/28/2025

Status: 4/7/2025-April 7 hearing: Placed on APPR. suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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, an 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.

Priority

SB 233 **(Seyarto R) Regional housing need: determination: consultation with councils of governments.**

Current Text: Amended: 3/3/2025 html pdf

Current Analysis: 04/09/2025 Senate Floor Analyses *(text 3/3/2025)*

Introduced: 1/28/2025

Status: 4/10/2025-Read third time. Passed. (Ayes 35. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Desk	Policy	Fiscal	Floor	**Desk**	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 o 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.

Priority

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

SB 239 **(Arreguín D) Open meetings: teleconferencing: subsidiary body.**

Current Text: Amended: 4/7/2025 html pdf

Current Analysis: 05/02/2025 Senate Judiciary *(text 4/7/2025)*

Introduced: 1/30/2025

Status: 4/8/2025-Set for hearing May 6.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislativ body, as defined, of a local agency be open and public and that all persons be permitted to attend anc 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 each physical meeting location designated by the subsidiar body, as specified. 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.

Priority

SB 247 **(Smallwood-Cuevas D) State agency contracts: bid preference: equity metrics.**

Current Text: Amended: 4/21/2025 html pdf

Current Analysis: 04/21/2025 Senate Governmental Organization *(text)*

Introduced: 1/30/2025

Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes bid preferences and participation goals in public contracting for certain types of bidders. The Small Business Procurement and Contract Act establishes a minimum goa of 25% procurement participation for small businesses, including microbusinesses, in the provision of goods, information technology, and services to the state, and in the construction of state facilities. The Small Business Procurement and Contract Act requires that state agencies awarding contracts for goods, information technology, services, and construction give 5% bid preferences, as specified, to small business and microbusiness bidders. The California Disabled Veteran Business Enterprise Program requires state departments that award contracts to establish 3% participation goals for certain types of contracts for certified disabled veteran business enterprises, as defined. This bill woul require an awarding department, defined to include a state agency or department, to provide a bid preference of a prescribed percentage, as specified, in the award of contracts to contractors that set equity metrics. The bill would prohibit awarding a preference to a noncompliant bidder and would also prohibit the preference from being used to achieve any applicable minimum requirements.

Priority

SB 262 **(Wahab D) Housing element: prohousing designations: prohousing local policies.**

Current Text: Amended: 3/19/2025 html pdf

Current Analysis: 04/09/2025 Senate Floor Analyses *(text 3/19/2025)*

Introduced: 2/3/2025

Status: 4/8/2025-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	**Floor**	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 it 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,

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

as prescribed. Current law requires that jurisdictions that are prohousing and that are in subs 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.

Priority

SB 274 **(Cervantes D) Automated license plate recognition systems.**

Current Text: Amended: 5/1/2025 html pdf

Current Analysis: 04/25/2025 Senate Public Safety *(text 4/10/2025)*

Introduced: 2/4/2025

Status: 5/1/2025-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law prohibits the state, a city, a county, a city and county, or any agency or politica 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. Current law defines ALPR information as information or data collected through the use of an ALPR system. This bill would prohibit a public agency from retaining ALPR information for more than 30 days after the date of collection if it does not match information on a hot list, as defined.

Priority

SB 285 **(Becker D) Net zero greenhouse gas emissions goal: carbon dioxide removal: regulations.**

Current Text: Amended: 3/25/2025 html pdf

Current Analysis: 04/18/2025 Senate Appropriations *(text 3/25/2025)*

Introduced: 2/5/2025

Status: 4/21/2025-April 21 hearing: Placed on APPR. suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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 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.

Priority

SB 299 **(Cabaldon D) Local government: ordinances.**

Current Text: Introduced: 2/10/2025 html pdf

Current Analysis: 04/30/2025 Senate Environmental Quality *(text 2/10/2025)*

Introduced: 2/10/2025

Status: 4/30/2025-VOTE: Do pass as amended (PASS)

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

ordinance within five days of publication, as specified, except that the bill would authorize an u ordinance to be passed immediately upon introduction.

Priority

SB 358 **(Becker D) Mitigation Fee Act: mitigating vehicular traffic impacts.**

Current Text: Amended: 5/1/2025 html pdf

Current Analysis: 04/25/2025 Senate Local Government *(text 2/12/2025)*

Introduced: 2/12/2025

Status: 5/1/2025-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: 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, if the housing development satisfies all of certain prescribed characteristics, to reflect a lower rate of automobile trip generation associated with such housing developments in comparison with housing developments without the 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 characteristics. This bill would require those findings to be supported by substantial evidence in the record before or as part of the housing development project approval process.

Priority

SB 359 **(Niello R) Use Fuel Tax Law: Diesel Fuel Tax Law: exempt bus operation.**

Current Text: Amended: 4/8/2025 html pdf

Introduced: 2/13/2025

Status: 4/8/2025-From committee with author's amendments. Read second time and amended. Re-referred to Com. on REV. & TAX.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Use Fuel Tax Law imposes a state excise tax at specified rates, generally $0.18 per gallon, on the use of fuel, as defined, and establishes various exemptions from those taxes, including an exemption for any 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. This bill would additionally apply this exemption to a county that owns and operates a local transit system, as provided.

Priority

SB 360 **(Rubio D) Land conservation: California Wildlife, Coastal, and Park Land Conservation Act: County of San Bernardino.**

Current Text: Introduced: 2/13/2025 html pdf

Current Analysis: 04/04/2025 Senate Appropriations *(text 2/13/2025)*

Introduced: 2/13/2025

Status: 4/7/2025-April 7 hearing: Placed on APPR. suspense file.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

SB 410 **(Grayson D) Common interest developments: disclosures to prospective purchasers: exterior elevated elements inspection.**

Current Text: Amended: 3/20/2025 html pdf

Current Analysis: 05/02/2025 Senate Judiciary *(text 3/20/2025)*

Introduced: 2/14/2025

Status: 4/23/2025-From committee: Do pass and re-refer to Com. on JUD. with recommendation: To consent calendar. (Ayes 11. Noes 0.) (April 22). Re-referred to Com. on JUD.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

SB 415 **(Reyes D) Planning and zoning: logistics use: truck routes.**

Current Text: Amended: 4/24/2025 html pdf

Current Analysis: 04/28/2025 Senate Local Government *(text 4/24/2025)*

Introduced: 2/14/2025

Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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 logistics uses that, among other things, comply with specified 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, subject to specified exceptions, defines "logistics use" for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. 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 building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. The bill would revise the definition of "logistics use" for these purposes to instead mean a building that is primarily used as a warehouse for the movement or the storage of cargo, goods, or products that are moved to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products.

Priority

1

SB 417 **(Cabaldon D) The Affordable Housing Bond Act of 2026.**

Current Text: Introduced: 2/18/2025 html pdf

Introduced: 2/18/2025

Status: 2/19/2025-From printer. May be acted upon on or after March 21.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Priority
1

SB 419 **(Caballero D) Hydrogen fuel.**
Current Text: Introduced: 2/18/2025 html pdf
Introduced: 2/18/2025
Status: 3/18/2025-Set for hearing May 14.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

SB 424 **(Grove R) California Environmental Quality Act: expired regional habitat conservation plan: exemption.**
Current Text: Amended: 3/25/2025 html pdf
Introduced: 2/18/2025
Status: 4/16/2025-April 23 set for first hearing canceled at the request of author.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

SB 445 **(Wiener D) Transportation: planning: complete streets facilities: sustainable transportation projects.**
Current Text: Amended: 4/10/2025 html pdf
Current Analysis: 04/18/2025 Senate Transportation *(text 4/10/2025)*
Introduced: 2/18/2025
Status: 4/25/2025-Set for hearing May 5.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: This bill would instead require the Department of Transportation to develop and adopt the above-described project intake, evaluation, and encroachment review process on or before February 1, 2027. The bill would also state the intent of the Legislature to amend this bill with legislation that accelerates and makes more reliable third-party permits and approvals for preconstruction and construction activities on sustainable transportation projects.

Priority
1

SB 448 **(Umberg D) Trespassing: removal of trespassers on residential property.**
Current Text: Amended: 4/9/2025 html pdf
Current Analysis: 04/25/2025 Senate Judiciary *(text 4/9/2025)*
Introduced: 2/18/2025
Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prohibits the tenant of a property to remain on a property after the lawful termination of a lease agreement, as specified. Current 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

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

procedure for the notice and removal of a squatter by a local law enforcement agency. The bill 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.

Priority

SB 486 **(Cabaldon D) Regional housing: public postsecondary education: changes in enrollment levels: California Environmental Quality Act.**

Current Text: Amended: 4/28/2025 html pdf

Current Analysis: 04/28/2025 Senate Environmental Quality *(text)*

Introduced: 2/19/2025

Status: 5/1/2025-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (April 30). Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority

SB 489 **(Arreguín D) Local agency formation commissions: written policies and procedures: Permit Streamlining Act: housing development projects.**

Current Text: Amended: 4/21/2025 html pdf

Current Analysis: 04/24/2025 Senate Housing *(text 4/21/2025)*

Introduced: 2/19/2025

Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 governs the procedures for the formation and change of organization of cities and special districts and establishes a local agency formation commission in each county consisting of members appointed as provided. The act expresses the intent of the Legislature that each local agency formation commission, by January 1, 2002, establish written policies and procedures and exercise its powers in a way that encourages and provides planned, well-ordered, efficient urban development patterns, as specified. The act requires these written policies and procedures to include forms to be used for various submittals to the commission, as provided. The act requires each commission to provide access to notices and other information to the public on an internet website, as specified, including notice of all public hearings and commission meetings. This bill would require that each local agency formation commission establish the written policies and procedures described above. The bill would require that the written policies and procedures include any forms necessary for a complete application to the commission concerning a proposed change of organization or reorganization.

Priority

SB 492 **(Menjivar D) Youth Housing Bond Act of 2025.**

Current Text: Introduced: 2/19/2025 html pdf

Introduced: 2/19/2025

Status: 2/20/2025-From printer. May be acted upon on or after March 22.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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,

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

renovating, constructing, and purchasing equipment for youth centers or youth housing, as th 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.

Priority

SB 502 **(Arreguín D) Local education agency-owned land: development of affordable housing.**

Current Text: Amended: 4/24/2025 html pdf

Current Analysis: 04/17/2025 Senate Housing *(text 2/19/2025)*

Introduced: 2/19/2025

Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law establishes the Department of Housing and Community Development (HCD) in the Business, Consumer Services, and Housing Agency for purposes of carrying out state housing policies and programs. Current law prescribes requirements for the disposal of surplus land by a local agency, as defined, and requires, except as provided, a local agency disposing of surplus land to comply with certain notice requirements before disposing of the land or participating in negotiations to dispose of the land with a prospective transferee, particularly that the local agency send a notice of availability to housing sponsors, as defined, that have notified HCD of their interest in surplus land, as specified. Current law establishes the Department of General Services (DGS) in the Government Operations Agency for purposes of, among other things, planning, acquiring, constructing, and maintaining state buildings and property. Executive Order No. N-06-19 required DGS to create a digitized inventory of all state-owned parcels that are in excess of foreseeable needs, as provided. Current law required DGS to develop, in consultation with HCD, no later than September 1, 2023, a se of criteria to consistently evaluate state-owned parcels for suitability as affordable housing sites. Current law requires DGS to update the digitized inventory of all excess state land suitable for affordable housing after the conclusion of its review based on those criteria. Current law also requires DGS to annually update the digitized inventory created pursuant to Executive Order No. N-06-19 of all excess state land, as defined, suitable for affordable housing identified by its review. This bill would authorize a local education agency to submit a list of any available local education agency-owned land to HCD for purposes of determining the suitability for development of affordable housing. The bill woul require HCD, in consultation with DGS, to conduct a review of the local education agency-owned land and determine the suitability of the land for the development of affordable housing, consistent with the above-described criteria.

Priority

SB 506 **(Committee on Transportation) Transportation: omnibus bill.**

Current Text: Amended: 3/24/2025 html pdf

Current Analysis: 04/23/2025 Senate Floor Analyses *(text 3/24/2025)*

Introduced: 2/19/2025

Status: 4/24/2025-Read third time. Passed. (Ayes 37. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Desk	Policy	Fiscal	Floor	**Desk**	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority

SB 544 **(Laird D) Railroad crossings: permit applications: review.**

Current Text: Introduced: 2/20/2025 html pdf

Current Analysis: 04/30/2025 Senate Floor Analyses *(text 2/20/2025)*

Introduced: 2/20/2025

Status: 5/1/2025-Read third time. Passed. (Ayes 37. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Desk	Policy	Fiscal	Floor	**Desk**	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The bill would require an application for a railroad crossing to include, at a minimum, certain information concerning the proposed railroad crossing. The bill would authorize the commission to partially or completely exempt railroad crossing applications that meet certain requirements from review under otherwise applicable adjudication procedures and would authorize the commission to establish an expedited review and approval process for those applications.

Priority

SB 549 **(Allen D) Second Neighborhood Infill Finance and Transit Improvements Act.**
Current Text: Introduced: 2/20/2025 html pdf
Current Analysis: 05/02/2025 Senate Local Government *(text 2/20/2025)*
Introduced: 2/20/2025
Status: 3/24/2025-Set for hearing May 7.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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.

Priority

SB 569 **(Blakespear D) Department of Transportation: homeless encampments.**
Current Text: Amended: 4/21/2025 html pdf
Current Analysis: 05/02/2025 Senate Appropriations *(text 4/21/2025)*
Introduced: 2/20/2025
Status: 4/25/2025-Set for hearing May 5.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law authorizes the Department of Transportation to establish maintenance programs related to highway cleanup, as specified. This bill would require the department to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual report to the Legislature summarizing specified information and recommendations regarding homeless encampments.

Priority
1

SB 607 **(Wiener D) California Environmental Quality Act: categorical exemptions: infill projects.**
Current Text: Amended: 5/1/2025 html pdf
Current Analysis: 04/25/2025 Senate Local Government *(text 3/24/2025)*
Introduced: 2/20/2025
Status: 5/1/2025-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

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

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

the project, as revised, would have a significant effect on the environment. Current law define "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 reasons the lead agency has determined, based upon substantial evidence in the record, that the proposed projec will not have a significant effect on the environment, as specified. The bill would require a negative declaration to be prepared for a proposed project if the lead agency determines, based upon substantial evidence, in light of the whole record before the agency, that the project will not have a significant effect on the environment or when an initial study identifies potentially significant effects on the environment but revisions in the project plans would avoid the effects or mitigate the effects, as provided, and the lead agency has determined, based upon substantial evidence, in light of the whole record before the lead agency, that the project, as revised, will not have a significant effect on the environment. 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 lead agency based upon substantial evidence in the record, as specified, and that the lead agency has determined based upon substantial evidence in the record, that the project, as revised, will not have a significant effect on the environment, as provided. The bill would require an EIR to be prepared if the lead agency determines, based upon substantial evidence, in light of the whole record before the agency, that it is more likely than not that the project will have a significant effect on the environment.

Priority

SB 647 **(Hurtado D) Low-income energy assistance programs: equitable building decarbonization program.**

Current Text: Amended: 4/2/2025 html pdf

Current Analysis: 04/25/2025 Senate Energy, Utilities And Communications *(text 4/2/2025)*

Introduced: 2/20/2025

Status: 4/29/2025-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Appropriations] (PASS)

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Under current law, the Public Utilities Commission (PUC) supervises certain rate assistance and energy efficiency programs administered by electrical corporations and gas corporations, or administered by third-party administrators on their behalf. 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-based organizations 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.

Priority

SB 677 **(Wiener D) Housing development: streamlined approvals.**

Current Text: Amended: 4/9/2025 html pdf

Current Analysis: 04/17/2025 Senate Housing *(text 4/9/2025)*

Introduced: 2/21/2025

Status: 4/23/2025-April 22 set for first hearing. Failed passage in committee. (Ayes 4. Noes 3.) Reconsideration granted.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: 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.

Priority

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

SB 707 **(Durazo D) Open meetings: meeting and teleconference requirements.**

Current Text: Amended: 4/7/2025 html pdf

Current Analysis: 04/18/2025 Senate Judiciary *(text 4/7/2025)*

Introduced: 2/21/2025

Status: 4/25/2025-Set for hearing May 5.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislativ body, as defined, of a local agency be open and public and that all persons be permitted to attend anc participate. This bill 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 2-way telephonic service or a 2-way audiovisual platform, as defined, that a system is in place for requesting and receiving interpretation services for public meetings, as specified, and that the city council or county board of supervisors encourage residents to participate in public meetings, as specified.

Priority

SB 722 **(Wahab D) Transfer of real property: single-family homes, townhomes, and condominiums.**

Current Text: Amended: 4/21/2025 html pdf

Current Analysis: 04/27/2025 Senate Judiciary *(text 4/21/2025)*

Introduced: 2/21/2025

Status: 4/30/2025-April 29 set for first hearing. Failed passage in committee. (Ayes 3. Noes 3.) Reconsideration granted.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require a developer to only sell a newly constructed single-family home, townhome, or condominium that is issued a certificate of occupancy on or after January 1, 2026, to a natural person, and would prohibit a business entity, as defined, from purchasing those properties during that time period. The bill would also prohibit a natural person from transferring more than 4 single-family homes, townhomes, or condominiums to a business entity of which the natural person is a beneficial owner, as defined. If a natural person or nonprofit corporation sells or otherwise transfers a single-family home, townhome, or condominium to a business entity, the bill would require the business entit to disclose the names of all the beneficial owners of the business entity in the real property transfer documents.

Priority

SB 726 **(Gonzalez D) Public resources: state parks: Outdoor Equity Grants Program: applicants.**

Current Text: Introduced: 2/21/2025 html pdf

Introduced: 2/21/2025

Status: 3/12/2025-Referred to Com. on RLS.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

SB 741 **(Blakespear D) Coastal resources: coastal development permit: exemption: Los Angeles-San Diego-San Luis Obispo Rail Corridor.**

Current Text: Amended: 4/21/2025 html pdf

Current Analysis: 04/18/2025 Senate Natural Resources And Water *(text)*

Introduced: 2/21/2025

Status: 4/25/2025-Set for hearing May 5.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Summary: The California Coastal Act of 1976, which is administered by the California Coastal Commission, requires any person wishing to perform or undertake any development in the coastal zone, as defined, to obtain a coastal development permit from a local government or the commission. Current law exempts from that coastal development permitting process certain emergency projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore existing highways, as provided. This bill would expand that exemption to include certain emergency projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore existing railroad track along the Los Angeles-San Diego-San Luis Obispo Rail Corridor, as provided.

Priority

SB 752 **(Richardson D) Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.**

Current Text: Introduced: 2/21/2025 html pdf

Introduced: 2/21/2025

Status: 3/18/2025-Set for hearing May 14.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

SB 772 **(Cabaldon D) Infill Infrastructure Grant Program of 2019: applications: eligibility.**

Current Text: Amended: 4/22/2025 html pdf

Current Analysis: 04/24/2025 Senate Housing *(text 4/22/2025)*

Introduced: 2/21/2025

Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current 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. Current law requires the department to administer a specified competitive application process for capital improvement projects for large jurisdictions, as defined. For these purposes, current law defines a qualifying infill project to include a residential or mixed-use residential project located within an urbanized area on a vacant site where at least 75% of the perimeter of the site adjoins parcels that are developed with urban uses. For catalytic qualifying infill areas, existing law requires grants be provided using a selection process that, among other things, requires eligible applicants to submit documentation of all necessary entitlements and permits, and a certification that the project is shovel ready, except as provided. This bill would expand the definition of qualifying infill project to include a residential or mixed-use residential project located within an urbanized area on a vacant site where at least 75% of the perimeter of the site adjoins parcels that have been previously with urban uses.

Priority

SB 786 **(Arreguín D) Planning and zoning: general plan: judicial challenges.**

Current Text: Amended: 5/1/2025 html pdf

Current Analysis: 04/26/2025 Senate Judiciary *(text 3/25/2025)*

Introduced: 2/21/2025

Status: 5/1/2025-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

specifies that these provisions generally do not apply to a charter city, but requires a charter c 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.

Priority

SB 797 **(Choi R) California Environmental Quality Act: exemption: electric utility distribution and transmission system facilities: undergrounding and insulation.**

Current Text: Amended: 4/9/2025 html pdf

Current Analysis: 04/25/2025 Senate Energy, Utilities And Communications *(text 4/9/2025)*

Introduced: 2/21/2025

Status: 4/29/2025-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Appropriations] (PASS)

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Environmental Quality Act (CEQA) requires the Office of Land Use and Climat Innovation to prepare and develop, and for the Secretary of the Natural Resources Agency to certify and adopt, proposed guidelines for the implementation of CEQA by public agencies that are required t include a list of classes of projects that have been determined not to have a significant effect on the environment and exempts those classes of projects from CEQA, commonly known as categorical exemptions. Pursuant to its authority, the secretary has adopted a categorical exemption for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including, but not limited to, conversion of overhead electric utility distribution system facilities to underground, as provided. This bill, until the submission of a prescribed plan on how to most effectively invest in undergrounding and insulating overhead electric utility distribution system facilities or transmission system facilities, but no later than July 1, 2027, would exempt from CEQA a project for the conversion of those facilities to underground and the insulation of those facilities, unless the project is located in an environmentally sensitive area, as defined. Because a lead agency would be required to determine if a project qualifies for this exemption, the bill would impose a state-mandated local program.

Priority

SB 799 **(Allen D) False claims: taxation.**

Current Text: Amended: 4/10/2025 html pdf

Current Analysis: 04/23/2025 Senate Revenue And Taxation *(text 4/10/2025)*

Introduced: 2/21/2025

Status: 4/23/2025-April 23 set for first hearing. Failed passage in committee. (Ayes 2. Noes 1.) Reconsideration granted.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The bill would 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, o 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.

Priority

SB 800 **(Reyes D) State highways: overpasses: pilot program: suicide prevention.**

Current Text: Introduced: 2/21/2025 html pdf

Current Analysis: 04/25/2025 Senate Transportation *(text 2/21/2025)*

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Introduced: 2/21/2025
Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

SB 801 **(Hurtado D) Agricultural workers: wages, hours, and working conditions: definitions.**
Current Text: Amended: 3/24/2025 html pdf
Current Analysis: 04/29/2025 Senate Committee On Labor, Public Employment And Retirement *(text 3/24/2025)*
Introduced: 2/21/2025
Status: 4/30/2025-April 30 set for first hearing. Testimony taken. Further hearing to be set.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

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.

Priority

SB 802 **(Ashby D) Multifamily Housing Program: Homekey: Homeless Housing, Assistance, and Prevention program.**
Current Text: Amended: 5/1/2025 html pdf
Current Analysis: 04/24/2025 Senate Housing *(text 3/26/2025)*
Introduced: 2/21/2025
Status: 5/1/2025-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the Homeless Housing, Assistance, and Prevention program for the purpose of providing jurisdictions with grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified. Current law establishes the Multifamily Housing Program to provide financial assistance in the form of deferred payment loans to pay for the eligible costs of development of specified types of housing projects. 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 Department of Housing and Community Development, upon appropriation for the above-specified programs, to ensure that former foster youth and extremely low income, very low income, and lower income households, as specified, are given consideration.

Priority

SB 827 **(Gonzalez D) Local agency officials: training.**
Current Text: Amended: 5/1/2025 html pdf
Current Analysis: 04/25/2025 Senate Local Government *(text 3/26/2025)*
Introduced: 2/21/2025
Status: 5/1/2025-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law imposes ethics training on specified local agency officials. Current law requires each training to be 2 hours and requires the officials to receive each training every 2 years, and as

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

described otherwise, with the first training within one year of commencing service. Current law requires the local agency to maintain records of the trainings, as prescribed. This bill would expand which local agency officials are required to complete the above-described ethics training to include department heads, or other similar administrative officers, and would instead require officials who commence service on or after January 1, 2026, to receive their initial training within 6 months of commencing service. The bill would require the local agency to publish the training records on its internet website, as specified. This bill would additionally require all local agency officials, as defined, t receive at least 2 hours of fiscal and financial training, as described.

Priority

SB 828 **(Cabaldon D) Land use: economic development: surplus land.**

Current Text: Amended: 3/26/2025 html pdf

Current Analysis: 04/25/2025 Senate Local Government *(text 3/26/2025)*

Introduced: 2/21/2025

Status: 4/24/2025-Set for hearing April 30.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law authorizes a city, county, or city and county, with the approval of its legislative body by resolution after a public hearing, to acquire, sell, or lease property in furtherance of the creation of an economic opportunity, as defined. Current law provides that this authorization is an alternative to any other authority granted by law to cities to dispose of city-owned property. This bill would revise those provisions to authorize a city, county, or city and county to, in addition to a sale or lease of property, otherwise transfer property under the above-described provisions to create an economic opportunity and would make related, conforming changes to these procedures. The bill would require the city, county, or city and county, to submit a report containing specified information to the Controller within 90 days after adopting the resolution approving the acquisition, sale, lease, or transfer of the property.

Priority

SB 840 **(Limón D) Greenhouse gases: report.**

Current Text: Amended: 3/26/2025 html pdf

Current Analysis: 04/28/2025 Senate Environmental Quality *(text 3/26/2025)*

Introduced: 2/21/2025

Status: 5/2/2025-Set for hearing May 12.

Desk	Policy	**Fiscal**	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board in adopting 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 1990 levels no later than December 31, 2030. The act requires the Legislative Analyst's Office, until January 1, 2030, to annually submit to the Legislature a report on the economic impacts and benefits of those greenhouse gas emissions reduction targets. The act, until January 1, 2031, establishes the Independent Emissions Market Advisory Committee and requires the committee to annually report to the state board and the Joint Legislative Committee on Climate Change Policies on the environmental and economic performance of the regulations establishing the market-based compliance mechanism and other relevant climate change policies. This bill would extend indefinitely the requirement for the Legislative Analyst's Office to annually submit to the Legislature th report on the economic impacts and benefits of those greenhouse gas emissions targets. The bill would require the committee, at a public hearing, to review the annual report by the Legislative Analyst's Office.

Priority

Total Measures: 158
Total Tracking Forms: 158

Attachment: SBCTA Bill Report - May 2025 (11616 : State Legislative Update)

Minute Action

AGENDA ITEM: 32

Date: June 4, 2025

Subject:
Federal Legislative Update

Recommendation:
Receive and file the May 2025 Federal 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 federal advocates, Potomac Partners DC, LLC, updated the Legislative Policy Committee on May 14, 2025, on the Budget Reconciliation process and discussions regarding Surface Transportation Act Reauthorization.

Reconciliation and Fiscal Year 2026 (FY26) Appropriations Process

Congress returned from their Spring Recess on April 28, 2025. Both the House and Senate leadership are now focused on passing their respective budget reconciliation packages that will fund the Trump Administration domestic priorities. Prior to leaving for their two-week recess, both the House and Senate adopted their budget resolutions, the prelude to committees being able to mark-up reconciliation bills that will cut spending and make specific tax cuts permanent. House Speaker Mike Johnson indicated that they are hoping to bring their reconciliation bill to the House Floor the week of May 19, 2025, prior to Congress adjourning for the Memorial Day holiday.

Providing additional incentive for Congress to move fast on reconciliation, the Treasury is close to finalizing when the United States (U.S) will hit the debt limit and begin to default on its financial obligations which is likely late August. The economic consequences of hitting the debt ceiling could be severe, and as such it is a significant motivating factor for the majority to push reconciliation forward quickly and include some remedy for the debt ceiling.

Surface Transportation Act Reauthorization

As the Infrastructure Investment and Jobs Act of 2021 is set to expire at the end of Fiscal Year 2026, Congress has begun the process of crafting a new surface transportation funding bill.

On April 15, 2025, SBCTA sent a letter to members of the San Bernardino County Congressional delegation outlining SBCTA's priorities for reauthorization legislation. A copy of that letter can be found in Attachment A.

Also, in preparation for the Surface Transportation Act reauthorization the House Transportation and Infrastructure Committee's Highways & Transit Subcommittee held a hearing to discuss the challenges with the Highway Trust Fund's (HTF) current funding mechanism and to consider other funding options. Long-term certainty and stability for the HTF is a major concern for this reauthorization and front and center in the effort to enact an on-time, multi-year surface bill.

Currently, the HTF is funded by excise taxes on gas and diesel fuels, as well as taxes on truck tires, truck and trailer sales, and heavy vehicle users, with the most recent adjustment to the tax on gas and diesel fuels in 1993. Since 2001, spending from the HTF has exceeded its revenues. Without a serious solution, the HTF will need more General Fund bailouts that do not address the long-term challenges of the HTF.

Transportation Roundtable with Congresswoman Norma Torres

April 17, 2025, Congresswoman Norma Torres held a Transportation Roundtable focused on initiating regional coordination among Inland Empire municipalities and transit agencies in anticipation of the 2026 FIFA World Cup, the 2027 Super Bowl, and the 2028 Olympic and Paralympic Games.

Participants included representatives from SBCTA, Omnitrans, Metrolink, Ontario International Airport, Foothill Transit and cities along the Metrolink San Bernardino Line.

SBCTA staff participated in the discussion and highlighted SBCTA's efforts working with transit partners in San Bernardino County to promote transit ridership during the events.

U.S. Department of Transportation Rescinds Highway Emissions Rule

Secretary of Transportation Sean Duffy eliminated a 2017 Federal Highway Administration rule that would have required state transportation agencies to measure and establish declining emissions targets for federally supported highways.

Secretary Duffy argued that deregulation was warranted. He stated this was just the first of many regulations he was seeking to reverse.

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 May 14, 2025.

Responsible Staff:
Louis Vidaure, Legislative Analyst

ATTACHMENT A

Attachment: SBCTA 2026 Surface Transportation Reauthorization Requests (4-15-25) (11615 : Federal Legislative Update)

April 15, 2025

The Honorable Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

The Honorable Adam Schiff
112 Hart Senate Office Building
Washington, DC 20510

The Honorable Pete Aguilar
108 Cannon House Office Building
Washington, DC 20515

The Honorable Jay Obernolte
2433 Rayburn House Office Building
Washington, DC, 20515-0533

The Honorable Judy Chu
2423 Rayburn House Office Building
Washington, D.C. 20515

The Honorable Norma Torres
2227 Rayburn House Office Building
Washington, D.C. 20515

The Honorable Ken Calvert
2205 Rayburn House Office Building
Washington, DC 20515

The Honorable Young Kim
2439 Rayburn House Office Building
Washington, DC 20515

Re: San Bernardino County Transportation Authority (SBCTA) 2026 Surface Transportation Reauthorization Requests: *Efficiency Opportunities for Transportation*

Dear Senator Padilla, Senator Schiff, Congressman Aguilar, Congressman Obernolte, Congresswoman Chu, Congresswoman Torres, Congressman Calvert and Congresswoman Kim:

As the 119th Congress begins considering the reauthorization of surface transportation funding, this is an opportunity to streamline and improve the processes for developing and funding transportation projects. By efficiently supporting the mobility needs of residents and businesses with the limited resources available, we can help both local and national economies thrive.

The San Bernardino County Transportation Authority (SBCTA) collaborates with Caltrans, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Federal Railroad Administration (FRA), and our 25 local jurisdiction members to fund and construct projects. As experts in transportation infrastructure, we are well-positioned to provide practical solutions that enhance the efficiency and effectiveness of project delivery and funding. The following recommendations will provide a more cost-effective way to allocate transportation funds.

Increase Formula Funding and Reduce/Eliminate Competitive Grants

Background: A growing share of federal funding now comes through competitive grants, which, while allowing federal agencies to guide spending through eligibility requirements, leads to inefficiencies. Regional agencies are better positioned to determine how to maximize the impact of these funds, as we have direct input from the communities and businesses we serve. Unfortunately, the process of competing for grants has become costly and bureaucratic, with unpredictable funding that disrupts project timelines. Federal rules encourage rapid project delivery, but unreliable funding makes meeting deadlines challenging.

Focusing on formula funding would streamline processes, making them more efficient and predictable. In the current grant-dependent system, we constantly reallocate resources, face delays, and waste time, incurring increased costs. Additionally, the recent Department of Transportation (DOT) decision to require Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) funding in California to flow through Metropolitan Planning Organizations (MPOs) via a competitive process, rather than established formulas, has added more bureaucracy. This has increased staffing needs, delayed funding availability, and further disrupted project timelines.

Recommendation: Significantly reduce or eliminate the competitive federal grant process and shift funding to stable population-based formula funding. Allow for cross-jurisdictional borrowing of funds to better align funding timing with shovel-ready projects. Modify legislation to suballocate federal funds to county transportation commissions, like SBCTA, within multi-county MPOs, and allow these county transportation commissions to directly manage the project selection for federal formula funds such as STBG and CMAQ. Providing direct control of these funds to local agencies would reduce bureaucratic delays, improve efficiency, and ensure transportation investments align with regional priorities.

Formula-based Distribution of Freight Funding

Background: The FAST Act established a National Multimodal Freight Policy with national goals to guide decision-making and required the development of a National Freight Strategic Plan to implement those goals. It also introduced a discretionary freight-focused grant program, which has been a crucial tool for helping regions and local jurisdictions keep pace with the growing demands of the global supply chain.

San Bernardino County plays a key role as a primary gateway in the nation's supply chain, supporting exporters nationwide and facilitating the distribution of goods to and from the San Pedro Bay port complex. San Bernardino County contributes significantly to the national economy through its industrial, manufacturing, and logistics sectors, as well as the massive freight volumes that pass through by highway, rail, and air. Despite this, the County has never received an INFRA grant, even after nearly 10 years of the program, notwithstanding submitting multiple strong applications for nationally significant freight facilities.

Recommendation: A formula-based approach to distributing freight funding would lead to more efficient and predictable funding streams. It would reduce the federal government's processing costs while enabling local governments to deliver critical projects more quickly and demonstrate that the funds are being used effectively. The formula should factor in the level of freight and logistics activity within the counties that are most heavily impacted and that are on primary routes serving the national supply chain. For example, the State of California sets such targets by region of the state for use in its Trade Corridor Enhancement Program.

Incentivize "Self-Help" Counties

Background: Several counties have sales tax measures dedicated to funding transportation projects, and San Bernardino County is one of them. In 2004, voters approved a ballot measure with an 80 percent majority to fund specific freeway, transit, and local street improvements. This strong support is credited to the measure's alignment with local needs and priorities.

Recommendation: The Federal government should acknowledge the initiative of local governments and incentivize their efforts by directing funding to these "self-help" counties through a formula-based approach. San Bernardino County contributes significantly to federal gas tax and other revenue, and returning a portion of that revenue directly to the county would simplify the federal funding process. The most effective decisions are made when funding is allocated by those closest to the beneficiaries, such as residents and businesses.

Attachment: SBCTA 2026 Surface Transportation Reauthorization Requests (4-15-25) (11615 : Federal Legislative Update)

The Clean Air Act (CAA)

Background: The Valley Region of San Bernardino County is located within the South Coast Air Basin, an area with severe non-attainment for ozone. The key strategy for achieving attainment is reducing NOx emissions from mobile sources, mainly trains, trucks, and ships, which are regulated at the federal level. Given the County's critical role in the national and global supply chain, as mentioned in the **Formula-based Distribution of Freight Funding** section above, we should not be penalized under the Clean Air Act for emissions over which we have limited control. For example, highway sanctions can be imposed if our air districts fail to comply with even a small component of the Clean Air Act. Additionally, some processes within the Act appear outdated or ineffective in achieving air quality goals.

Recommendation: Several provisions in the CAA that may have been effective decades ago have now become barriers to achieving air quality attainment and building critical transportation infrastructure. For example, the PM Hot Spot Analysis required as part of a project-level conformity determination can cause significant delays. Defined in 40 CFR 93.101, this analysis estimates future localized pollutant concentrations and compares them to National Ambient Air Quality Standards (NAAQS). The process, along with the Environmental Protection Agency's (EPA) determination, can delay projects by months. The funds spent navigating this process could be better invested in projects that directly improve air quality and/or improve safety.

Another example is the use of highway sanction clocks by the EPA to enforce air quality compliance. While intended to ensure compliance, this mechanism can impact important highway projects due to unrelated air quality issues, such as those from stationary sources. It is an illogical hammer with no direct tie to the concern. With the already complex and lengthy project development process, it is unfair to allow these unrelated compliance issues to jeopardize vital transportation projects, adding unnecessary time, cost, and complexity. Simple reforms within the CAA could greatly improve the efficiency and effectiveness of delivering essential transportation infrastructure.

One Consistent Department of Transportation Voice

Background: FHWA, FTA, and FRA all operate with different processes, which can create inefficiencies. A prime example is the Right-of-Way Acquisition Incentive Program. FHWA allows local agencies to offer up to 10% (or more with approval) above the appraised value for property acquisitions. This program has been a valuable tool for ensuring fair compensation for property owners and avoiding costly eminent domain procedures. However, FTA does not allow such an incentive. As a result, FHWA projects progress more quickly through the right-of-way acquisition process, reducing costs and better utilizing staff resources. In contrast, FTA projects are slower, more expensive, and less beneficial for private property owners.

Another example is the differing Buy America/Buy American requirements between the agencies. Unlike the Buy America Act, the Buy American Act offers waivers that can be issued if materials are not available in the required quantities or if the cost of foreign-sourced products is lower than that of comparable U.S. products. Additionally, the Buy America Act is specific to procurements for state and local government transportation and transit projects making compliance more difficult and costly than the Buy American Act.

A recent FRA-regulated rail expansion project had to undergo FTA safety certification in addition to the FRA safety process because of an $8 million FTA grant. This duplicative certification process delayed the project's start of service and increased costs.

Recommendation: While there are unique regulatory requirements for the different modes of transportation, most aspects of the project delivery process can be uniform. The DOT should speak with one voice when it comes to federal requirements for delivering federally funded projects, eliminating inconsistencies and overlaps among its branches to prioritize efficiency and streamlining. For example, on a recent FRA regulated rail project, SBCTA was required to go through the FRA safety certification process as appropriate, but due to a small amount of FTA grant funding on the project, we were also required to go through a duplicative and unnecessary FTA safety certification process which added no value. It was a waste of time and taxpayer money.

Attachment: SBCTA 2026 Surface Transportation Reauthorization Requests (4-15-25) (11615 : Federal Legislative Update)

Streamline and Prevent Delays to the Start of the National Environmental Policy Act Process

Background: During President Trump's first term, project dashboards were implemented to hold federal agencies accountable for advancing project approvals and actions within a reasonable timeline. The timeline on the dashboard begins when the federal agency provides concurrence on a Class of Action (COA). However, we've encountered a reluctance to start the NEPA clock to avoid the accountability tied to the dashboard. While NEPA actions have a defined timeline for completion, which is reported on the dashboard, federal agencies have often been trying to complete as much of the required work and technical studies as possible before the COA is approved. This results in the actual process taking longer than the reported timeline indicates, which results in increased costs.

Recommendation: Federal agencies should initiate the NEPA process timeline in the dashboard upon receiving the COA and defer to local agencies on when to proceed with the process. Additionally, the NEPA process should be continuously evaluated to assess requirements and ensure that NEPA clearance can be completed within a reasonable timeline. Reduce administrative redundancies to accelerate project delivery.

FTA Ridership Analysis Requirements

Background: FTA requires the use of the STOPS model for most but not all agencies. It relies heavily on existing services for ridership projections, which disadvantages growing suburban systems and advantages urban areas like Los Angeles and San Francisco. **Where new services are in the project development stages and in need of federal funding, future ridership projections should be given more weight in FTA's funding criteria.**

Recommendation: Re-evaluate the required process and allow more room for credible modeling methods that better take into account forecasts of future ridership.

TIFIA Reconfiguration

Background: The Transportation Infrastructure Finance and Innovation Act (TIFIA) program, administered by the Department of Transportation, provides long-term, low-interest loans and other types of credit assistance for the construction of surface transportation projects. In 2019, SBCTA executed a TIFIA loan agreement for the I-10 Express Lanes Project. The $225 million loan provided a much-needed resource for this vital project, reducing the need to borrow against local funds committed to other projects and enabling the users of the express lanes to repay the debt service on the loan. Unfortunately, the process for securing the TIFIA loan has created challenges that have deterred agencies like SBCTA from pursuing additional TIFIA loans for subsequent projects.

Recommendation: Remove the requirement for idle funds, including backstops, reserves, sweep accounts, and excess revenue access restrictions that TIFIA has discretion over. The process of loan approval should also adhere to a precise schedule. This issue is partly due to the lack of a defined path for escalating disagreements through the chain of command, which places all schedule risks on the agency. Additionally, costly legal fees arise from the prolonged TIFIA procurement process for external legal counsel, deviations from the standard loan agreement template, and unnecessary negotiations, questions, or requests that are not essential to the transaction.

We appreciate the opportunity to share concerns and look forward to working with your respective staff as the reauthorization progresses. Should you have any additional questions or require more information, please do not hesitate to contact Otis Greer, Director of Legislative and Public Affairs at (909) 884-8276 or via email at ogreer@gosbcta.com.

Thank you,

Raymond W. Wolfe, PhD
Executive Director

Attachment: SBCTA 2026 Surface Transportation Reauthorization Requests (4-15-25) (11615 : Federal Legislative Update)

Minute Action

AGENDA ITEM: 33

Date: June 4, 2025

Subject:
Report of Bill Position

Recommendation:
Receive and file report of action taken by the Legislative Policy Committee on May 14, 2025.

Background:
In accordance with San Bernardino County Transportation Authority (SBCTA) Policy No. 10000, IV.B., the Legislative Policy Committee (LPC) is authorized to, "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 (Board) and report all positions taken to the Board in a timely manner."

At their May 14, 2025 meeting, the LPC on behalf of the SBCTA Board, directed staff to proceed with taking a support position on Senate Bill 800 (SB 800) - Gómez Reyes – State highways: overpasses: pilot program: suicide prevention

Summary:

Existing law requires the California Department of Transportation to install screening on state freeway overpasses to prevent objects from being dropped or thrown upon vehicles passing underneath, as provided.

This bill:

This bill would require the department to establish and administer a pilot program to install suicide deterrents on ten freeway overpasses in San Bernardino County. 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 a 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.

Staff recommended that SBCTA take a support position on SB 800.

SB 800 takes a proactive approach to suicide prevention by partnering with California Department of Transportation to install deterrents on ten high-risk freeway overpasses in San Bernardino County. This pilot program, which includes physical barriers and suicide prevention signage, is designed to reduce suicide attempts and save lives. By focusing on locations with the highest suicide rates over the past two decades, the initiative ensures resources are targeted where they're needed most. If effective, the program could serve as a model for expanding similar safety measures across the state, promoting safer highways and better support for those in crisis.

Per the SBCTA/San Bernardino Council of Governments (SBCOG) 2025-2026 State Legislative Platform, the agency supports efforts to "Provide resources for jurisdictions to update critical safety plans."

Bill text for Senate Bill 800 can be found in Attachment A and SB 800 Fact Sheet can be found in Attachment B.

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 Legislative Policy Committee on May 14, 2025. SBCTA General Counsel has reviewed this item.

Responsible Staff:
Otis Greer, Director of Legislative and Public Affairs

ATTACHMENT A

SENATE BILL No. 800

Introduced by Senator Reyes
(Coauthors: Senators Ochoa Bogh and Pérez)
(Coauthor: Assembly Member Garcia)

February 21, 2025

An act to add Section 92.9 to the Streets and Highways Code, relating to streets and highways.

LEGISLATIVE COUNSEL'S DIGEST

SB 800, as introduced, Reyes. State highways: overpasses: pilot program: suicide prevention.

Existing law requires the Department of Transportation to install screening on state freeway overpasses to prevent objects from being dropped or thrown upon vehicles passing underneath, as provided.

This bill would require the department 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.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

Attachment: sb_800 (11660 : Report of Bill Position)

The people of the State of California do enact as follows:

SECTION 1. Section 92.9 is added to the Streets and Highways Code, to read:

92.9. (a) The department shall establish and administer a pilot program to install suicide deterrents on 10 freeway overpasses in the County of San Bernardino.

(b) Suicide deterrents installed under the pilot program shall 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 a manner likely to cause death, including, but not limited to, onto vehicles passing underneath the overpass.

(c) The department in administering the pilot program shall prioritize the placement of suicide deterrents on freeway overpasses with the highest rates of documented suicides over the last 20 years.

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Attachment: sb_800 (11660 : Report of Bill Position)

ATTACHMENT B

Fact Sheet: SB 800 (Reyes) – State Highways: Overpasses: Pilot Program: Suicide Prevention

Summary

SB 800 (Reyes) establishes a pilot program requiring the California Department of Transportation (Caltrans) to install suicide deterrents on 10 freeway overpasses in San Bernardino County. These deterrents may include, but not be limited to, suicide prevention signage and physical barriers to prevent falls or intentional jumps that could result in death. The bill prioritizes locations with the highest documented suicide rates over the past 20 years.

Background

The rising number of suicide incidents from freeway overpasses is not only a profound tragedy for individuals and families but also a serious public safety concern for motorists, first responders, and the broader community. In the past six months alone, multiple suicides and attempts have occurred along the 210 Freeway overpasses, including the heartbreaking loss of two high school students at the same location – 1.5 weeks apart from one another. While some attempts have been prevented, each represents a crisis that could have ended in another devastating loss. These incidents underscore the urgent need for intervention. No family, school, or community should have to endure such unimaginable grief. It is imperative that we take immediate action to implement preventive measures that provide hope, support, and protection for those in distress.

Problem

Despite the urgent need, San Bernardino County lacks suicide prevention measures on freeway overpasses. With no statewide strategy in place, vulnerable individuals in crisis are left without critical protections, putting both lives and communities at risk.

Solution

SB 800 provides a proactive approach to suicide prevention by requiring Caltrans to install deterrents on 10 high-risk freeway overpasses in San Bernardino County. By implementing physical barriers and suicide prevention signage, the pilot program aims to reduce suicide attempts and save lives. Prioritizing locations with the highest rates of suicide over the past 20 years ensures that resources are directed where they are most needed. If successful, this pilot program could serve as a model for statewide implementation, ensuring safer highways and stronger support for individuals in crisis.

Co-Authors

Senator Rosilicie Ochoa Bogh
Senator Sasha Renée Pérez
Assembly Member Robert Garcia
Assembly Member Leticia Castillo

Sponsor

City of Rancho Cucamonga

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Attachment: SB 800 Fact Sheet (11660 : Report of Bill Position)

Minute Action

AGENDA ITEM: 34

Date: June 4, 2025

Subject:
Assembly Bill 98 Cleanup Bill Update (Assembly Bill 735 & Senate Bill 415)

Recommendation:
Receive and file report of action taken by the Legislative Policy Committee on May 14, 2025, to adopt an OPPOSE position on legislation AB 735 (Carillo) and Senate Bill 415 (Reyes).
~~Receive the Legislative Update on cleanup efforts on last year's Assembly Bill (AB) 98 and provide direction as appropriate to AB 735 (Carillo) and Senate Bill 415 (Reyes).~~

Background:
In accordance with San Bernardino County Transportation Authority (SBCTA) Policy No. 10000, IV.B., the Legislative Policy Committee (LPC) is authorized to, "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 (Board) and report all positions taken to the Board in a timely manner."

At their May 14, 2025 meeting, the LPC on behalf of the SBCTA Board, directed staff to proceed with taking an oppose position on Assembly Bill 735 (AB 735) (Carillo) and Senate Bill 415 (SB 415) (Reyes). Per the SBCTA 2025-2026 State Legislative Platform, the agency opposes efforts to "Pass legislation that imposes unfunded mandates on local governments".

AB 98 of 2024 is a result of a multi-year effort by State Assembly Member Reyes (now State Senator Reyes) and advocates to address and mitigate the environmental and public health impacts of the expansion of warehousing and logistics uses in California communities, particularly throughout San Bernardino and Riverside Counties. Prior attempts to regulate the logistics industry at the State level include two bills authored by Assembly Member Reyes (AB 2840 of 2022 and AB 1000 of 2023), which did not pass the legislative process. On August 28, 2024, a few days before the end of the 2023-2024 legislative session, the provisions of a bill previously related to cotton pest abatement, AB 98, were gutted and amended with the provisions that were approved in the final hours of the session and ultimately signed into law on September 29, 2024.

Summary of AB 98 (2024)
AB 98 became effective on January 1, 2025, and establishes statewide standards for the development and expansion of logistics uses, among other requirements. While the law's provisions are complex, the requirements can be distilled into three primary components:

1. **Statewide siting, design, and operational standards for new and expanded logistics uses.** Requirements include setback and buffering requirements from "sensitive receptors," as well as design and operational standards and housing-replacement obligations.
2. **General Plan Update Requirements.** Jurisdictions must update their General Plan Circulation Elements with specified truck route designations by January 1, 2028; however, jurisdictions located within the law's "Warehouse Concentration Region" must

comply by January 1, 2026. Jurisdictions that do not meet these timelines face potential $50,000 fines for every six months their general plans remain out of compliance. (List of San Bernardino County Jurisdictions: Unincorporated San Bernardino County, City of Chino, Colton, Fontana, Ontario, Rancho Cucamonga, Redlands, Rialto, and San Bernardino).

3. **Requirements for the South Coast Air Quality Management District (SCAQMD).** The new law requires the SCAQMD to deploy mobile air monitoring systems from January 1, 2026, through January 1, 2032, near operational logistics uses, conduct air modeling analyses, and prepare and submit a report to the legislature documenting the findings by January 1, 2033. The law also requires SCAQMD to establish a public input process and provide input on how to expend revenue generated by the Warehouse Indirect Source Rule penalties.

Implementation Challenges
Several complexities and ambiguities in the law make the timely implementation of its provisions particularly challenging. These challenges include:

- **Ambiguity in key definitions:** The bill's key definitions, such as "logistics use," "warehouse concentration region," and "sensitive receptors," are unclear and/or conflict with existing land use, planning, and California Environmental Quality Act terminology. Other important terms (such as "arteries" or "commenced local entitlement process") are not defined in the bill text, leading to further ambiguity.
- **Complicated "tiering":** Different requirements apply to projects depending on their size (using a 250,000-square-foot threshold), existing zoning, proximity to sensitive receptors, and location in the "Warehouse Concentration Region." These requirements and how they relate to each other are hard to interpret, further complicating implementation.
- **Overlap with local authority:** Understanding how the AB 98 requirements interact with local zoning codes, general plan elements, and other ordinances represents a significant implementation challenge. AB 98's provisions have the potential to impact local housing, land use, and environmental justice elements in addition to the circulation element. Additionally, local Building Codes, street codes, and public right-of-way Codes may be impacted.
- **Conflicts with other laws and regulations:** The provisions of AB 98 conflict with the Warehouse Indirect Source Rule provisions (e.g., the building size threshold is 100,000 square feet instead of 250,000 square feet). AB 98 also introduces requirements that are already contained in the Green Building Standards and the California Manual on Uniform Traffic Control Devices.
- **Potential unintended consequences:** Various provisions of AB 98 will inhibit or preclude redevelopment of existing industrial uses that reach the end of their useful life and prevent cities from allowing nonconforming residential uses to be replaced with industrial uses, even if the residential uses have been nonconforming for years (e.g., Ontario Airport).
- **Resource Gaps:** AB 98 mandates significant work for local agencies to complete on tight timelines without providing funding or other technical resources to support implementation.

Regional Implementation Support
To support jurisdictions navigating the complexities of AB 98 implementation, the San Bernardino County Transportation Authority (SBCTA) and Western Riverside Council of Governments (WRCOG) partnered to provide technical support to member agencies. The support given to the member jurisdictions was technical in nature and did not involve an analysis of the political aspects or the merits of the bill. These efforts aim to demystify the legislation, identify early compliance issues, and produce targeted tools to support local agency compliance. This support, to date, has entailed the following:

- **AB 98 Workshops:** A series of presentations/workshops to SBCTA/WRCOG member agencies on AB 98 requirements, implementation, and clean-up priorities. Presentations were given to SBCTA's Planning and Development Technical Forum (December, February, and March meetings), the City/County Manager's Technical Advisory Committee (March meeting), and the Transportation Technical Advisory Committee (April meeting).
- **Zoning Conformance checklist** – a detailed checklist specifying how jurisdictions can update their zoning codes to incorporate AB 98 standards.
- **Requested a legal opinion** on some of the more pressing implementation questions. However, it did not resolve key ambiguities, which affirmed the critical need for clean-up legislation to support implementation.
- **General Plan Truck Route Conformance Review:** The initial conformance review checked to see how many of the member agencies had designated truck routes. The technical assistance team reviewed all general plan mobility/circulation elements and truck route ordinances. We also collected Geographic Information Systems (GIS) layers of truck routes, as available.
- **Conformance GIS layer:** To assist member agencies, the technical assistance team mapped existing truck routes for all member agencies using either their general plans or ordinances. The General Plan and California Department of Transportation's roadway designations were merged into a layer indicating where the designations conflict and gaps that needed further analysis were identified. The mapping aids in identifying discontinuous truck routes, whereby a truck route stops or starts at the jurisdictional boundary.
- **Additional Technical Support in development:**
    - A visual warehouse design standards guide.
    - Additional presentations on new technical assistance tools as they become available.

Clean-Up Legislation Engagement
AB 98's authors recognized some of these challenges and the need for future clean-up legislation even as AB 98 was being considered for approval by the legislature. Senator Reyes and Assembly Member Carillo, co-authors of AB 98 of 2024, are running companion bills (AB 735 and SB 415) to make changes that support the implementation of the law's provisions. SBCTA and WRCOG have coordinated a regional approach to engaging in this legislative effort to support the implementation of AB 98's provisions. Clean-up priorities were identified through:

- Feedback from member agencies.
- Findings from the commissioned legal review.

- Gaps identified in zoning and general plan compliance reviews.
- Engagement with key stakeholders working on the clean-up effort.

Clean-up priorities that emerged through this process include providing alternative methods for jurisdictions to meet truck route requirements, a safe harbor provision for jurisdictions making good-faith efforts to meet general plan requirements, and general inclusion of or modifications to definitions and key terms to clarify and address consistency issues. These priorities have been assembled into a **regional AB 98 redline document**.

SBCTA and WRCOG will remain engaged in the clean-up process as the proposed clean-up bills progress through the legislative process. Staff will continue to engage with stakeholders and the authors' offices to advocate for the region's priorities.

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 Planning and Development Technical Forum on February 26, 2025 and March 26, 2025. This item was received by the Transportation Technical Advisory Committee on April 7, 2025 and the City/County Manager's Technical Advisory Committee on March 6, 2025. **On May 14, 2025, this item was reviewed by the Legislative Policy Committee, and the LPC directed staff to proceed with taking an opposed position.** SBCTA General Counsel has reviewed this item.

Responsible Staff:
Josh Lee, Deputy Director of Planning

AB 98 Implementation and Clean-Up Update

AB 98 Support and Coordination Team:
Taylor Libolt Varner, Amplify Communities
Jolene Hayes, Fehr & Peers
David Bergman & Abby Weizer, Lisa Wise Consulting

On behalf of:
sbcta San Bernardino County Transportation Authority

AB 98 Regional Support & Coordination Team

sbcta San Bernardino County Transportation Authority
WRCOG Western Riverside Council of Governments

A partnership to support member agencies

FEHR & PEERS
LWC
AMPLIFY COMMUNITIES

Attachment: PDF- SBCTA Legislative Policy Meeting 05142025_DRAFT (11654 : AB 98 Cleanup Bill Update (AB 735 & SB 415))

Agenda

1. **Summary of AB 98 (2024)**
2. **Regional Technical Assistance**
3. **Clean-Up Legislation Coordination**
4. **Discussion & Next Steps**

Bill Overview

General Plan Updates
Circulation, Land Use, Housing, and Potentially Others

Siting Requirements
Proximity to Sensitive Receptors

Design Standards
Setbacks, Ingress/Egress, On-Site Circulation, etc.

Assembly Bill 98 of 2024
Purpose & Intent:
Protect vulnerable residents from the negative externalities of industrial warehousing.

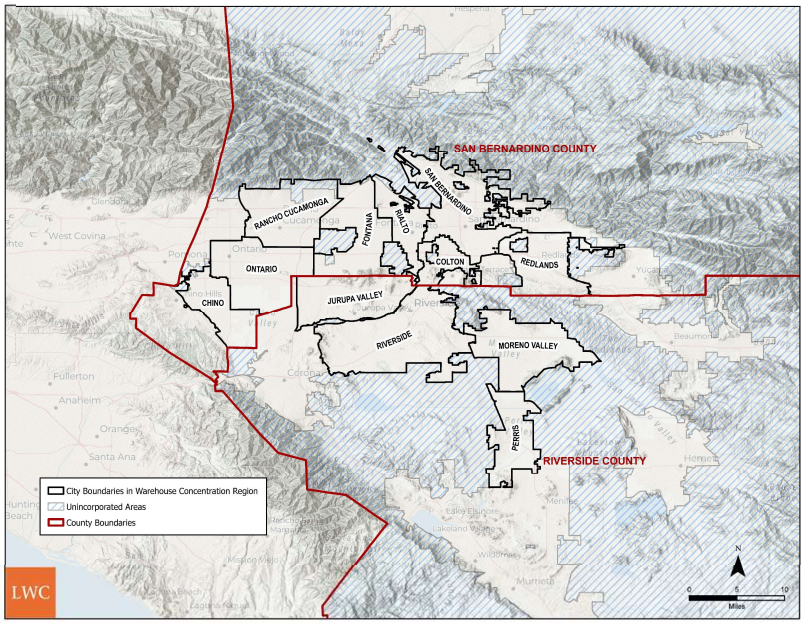
Key Provisions

- ✓Mandatory **General Plan/Policy Updates**
- ✓Statewide logistics use **Development Standards**
- ✓Required **Air Quality Monitoring** by SCAQMD

Attachment: PDF- SBCTA Legislative Policy Meeting 05142025_DRAFT (11654 : AB 98 Cleanup Bill Update (AB 735 & SB 415))

AB 98 Warehouse Concentration Region

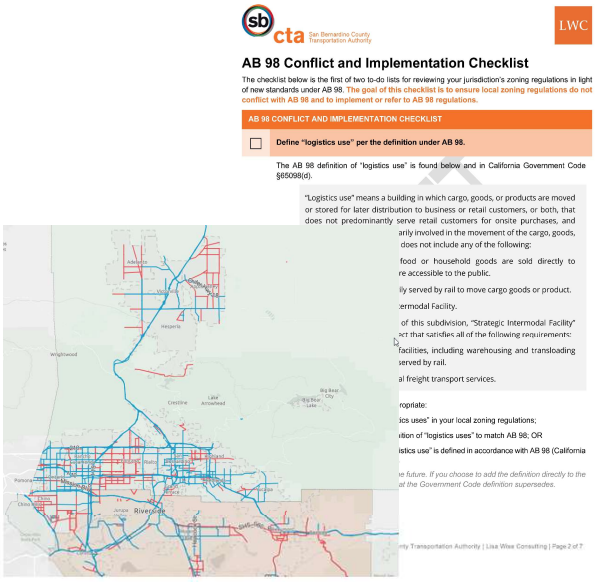
- Unincorporated Riverside County
- **Unincorporated San Bernardino County**
- **City of Chino**
- **City of Colton**
- **City of Fontana**
- City of Jurupa Valley
- City of Moreno Valley
- **City of Ontario**
- City of Perris
- **City of Rancho Cucamonga**
- **City of Redlands**
- **City of Rialto**
- City of Riverside
- **City of San Bernardino**



Regional Technical Assistance

Our Goal
Develop AB 98 Implementation Guidance:

- Truck Route Compliance Review
- Development review guidance & zoning checklist



Attachment: PDF- SBCTA Legislative Policy Meeting 05142025_DRAFT (11654 : AB 98 Cleanup Bill Update (AB 735 & SB 415))

Clean-Up Effort

The TA/Coordination team is engaging with stakeholders on the following clean-up priorities:

1. **Allow** agencies to satisfy requirements with **an ordinance** instead of the general plan
2. **Promote alternative enforcement measures to AG fines**, including a safe harbor provision for jurisdictions making good-faith efforts to comply with truck route requirements
3. **Clarify** unclear/conflicting requirements and definitions

Stakeholders:

- ✓ APA California
- ✓ League of CA Cities, Cal Counties
- ✓ Cal Chamber of Commerce
- ✓ Industry Groups (NAIOP, SBPA, SSC, IEEP)
- ✓ Community Based Organizations

New Legislation

AB 735 (Carrillo) and SB 415 (Reyes)

- Introduced on February 18, 2025, not an urgency bill
- Bill status

Attachment: PDF- SBCTA Legislative Policy Meeting 05142025_DRAFT (11654 : AB 98 Cleanup Bill Update (AB 735 & SB 415))

Clean-Up Priorities

- **Logistics Use Definition**
  - Too broad, potentially captures non-logistics uses, such as manufacturing, agricultural, and airport/seaport-related uses. Only warehousing/major distribution centers intended?
  - What about redevelopment of antiquated warehouses over 250 KSF that are adjacent to sensitive receptors? Or exemptions for development on brownfields?
- **Effective Date, Entitlement Processing, and Exemptions**
  - Dates are unclear, confusing, and sometimes in conflict
  - Clarification needed on intent with September 30, 2024, what happens between that date and January 1, 2026
- **Housing Replacement and Displacement Assistance**
  - Weaker than existing Housing Crisis Act requirements
- **Circulation Element Update**
  - Provide flexible options (e.g., allow incorporation of other existing plans by reference, or local ordinance options rather than circulation element update)
  - Add safe harbor provisions for demonstration of "good faith efforts" towards compliance in Warehouse Concentration Region (1/1/26 practically infeasible)

Next Steps for Coordination Team

- ❑ **Visual design standards and other technical assistance tools** to member agencies
- ❑ **Clean-Up Effort Engagement and Updates** – continue to engage with stakeholders in the clean-up effort process to advocate for changes in line with regional priorities.
- ❑ **Truck Route Coordination** – facilitate discussions on regional truck routes and enforcement
- ❑ **Caltrans Coordination** – engagement with Caltrans on local truck routes on website

Attachment: PDF- SBCTA Legislative Policy Meeting 05142025_DRAFT (11654 : AB 98 Cleanup Bill Update (AB 735 & SB 415))

Minute Action

AGENDA ITEM: 35

Date: June 4, 2025

Subject:
Update on the Freeway Service Patrol Program and 2024 Freeway Service Patrol Driver Recognition Awards

Recommendation:
Receive information pertaining to the Freeway Service Patrol (FSP) Program in San Bernardino County and acknowledge the 2024 FSP Driver Awards.

Background:
The San Bernardino County Transportation Authority (SBCTA) began its Freeway Service Patrol (FSP) Program in Fiscal Year (FY) 2005/2006. FSP consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak periods of congestion to assist motorists with their disabled vehicles. The designated segment of highway that the tow trucks patrol is referred to as a "Beat." Over the years, the FSP Program has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicle emissions, and secondary incidents. SBCTA began FSP operations in January 2006 and now has eight separate Beats in operation covering more than 98 centerline miles. The services are provided Monday through Friday in two separate shifts to accommodate peak traffic hours. Monday through Friday the morning shift is from 6:00 a.m. to 8:30 a.m. and the Monday through Thursday afternoon shift is 1:30 p.m. to 6:00 p.m. On Fridays, the afternoon shift starts at 11:30 a.m. and continues until 6:00 p.m. The weekday service areas are as follows:

- Beat 5: State Route (SR) 60 Reservoir Street (Los Angeles County Line) to Milliken Avenue
- Beat 9: Interstate 10 (I-10) Indian Hill (Los Angeles County Line) to Sierra Avenue
- Beat 11: I-10 Sierra Avenue to Waterman Avenue
- Beat 14: Interstate 215 (I-215) Center Street (Riverside County Line) to Devore Road
- Beat 23: Interstate 15 (I-15) Jurupa Street (Riverside County Line) to Sierra Avenue
- Beat 27: I-15 Sierra Avenue to Oak Hill Road
- Beat 29: I-10 Waterman Avenue to Yucaipa Boulevard
- Beat 31: SR 210 from Los Angeles County Line to Citrus Avenue

Since the program's inception in 2006, the FSP Program has assisted more than 965,000 motorists on San Bernardino County highways. The assists include services such as changing a flat tire, jump-starting a battery, providing a gallon of fuel, and performing driver safety checks, which is when a FSP Driver will check on a vehicle that is parked alongside the freeway to see if the motorist, if available, is in need of assistance and provides information on the FSP Program. FSP Tow Drivers can also help a motorist when they have accidentally locked their keys in the car while stopped along the freeway.

In the 2024 calendar year, FSP Tow Drivers in San Bernardino County assisted more than 68,000 stranded motorists. The chart on the following page lists the assists by type:

Assist Type	2024 Count
ABANDONED	2,853
ACCIDENT	6,027
IN LANE DEBRIS REMOVAL	2,393
ELECTRICAL PROBLEM	1,012
FLAT TIRE	6,968
DRIVER SAFETY CHECK	36,086
LOCKED OUT	16
MECHANICAL PROBLEM	8,161
OUT OF GAS	2,502
OVERHEATED	2,573
VEHICLE FIRE	36
Total	**68,627**

The FSP Program has received almost 1,000 survey comments from motorists that have been assisted by our FSP Drivers in 2024. Overall, 96% rated their experience as excellent or good.

For the past 12 years, SBCTA has recognized outstanding drivers for their excellence in assisting the motoring public. This year the San Bernardino FSP Program recognized: one Top Driver, two Drivers of Excellence, and one People's Choice Award.

Top Driver and Driver of Excellence awards are based on the following criteria:

1. The driver must perform a minimum of 1,200 assists in the prior calendar year.
2. The driver must not have a "write-up" during the period (occurs when a driver does not follow FSP procedures).
3. The driver must not have more than one "late arrival" when starting their Beat.
4. The driver's accuracy rating when entering assist data into the data device must be high.
5. The driver received numerous compliments from the motorists they assisted.

People's Choice Award criteria:

1. The driver must perform a minimum of 1,200 assists in the prior calendar year.
2. The driver received the highest number of positive customer surveys within the calendar year.

The following drivers were recognized at the March 6, 2025 and March 13, 2025 FSP quarterly drivers meeting by SBCTA FSP Program management, California Highway Patrol, and their peers for their outstanding efforts in 2024, high level of professionalism, and the excellent customer service they provided to stranded motorists along San Bernardino County freeways:

• **Top Driver – Eleuterio Perez of Pomona Valley Towing.** Eleuterio has been with the San Bernardino FSP Program for two years and assisted 2,799 motorists during the 2024 calendar year.

• **Driver of Excellence – Clifford Lopez of Royal Coaches Towing.** Clifford has been with the San Bernardino FSP Program for three years and assisted 2,969 motorists during the 2024 calendar year.

• **Driver of Excellence – Juan Valdez Jr. of Royal Coaches Towing.** Juan has been with the San Bernardino FSP Program for one year and assisted 1,957 motorists during the 2024 calendar year.

• **People's Choice Award – Dominic Cloy of Royal Coaches Towing.** Dominic has been with the San Bernardino FSP Program for two years and assisted 2,517 motorists during the 2024 calendar year.

SBCTA is recognizing these drivers for providing a high-level of professionalism, excellent customer service, and outstanding efforts as they offer assistance to motorists stranded along San Bernardino County freeways.

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 presented directly to the Board of Directors to acknowledge the Freeway Service Patrol (FSP) Drivers for their 2024 FSP Drivers Awards.

Responsible Staff:
Kelly Lynn, Chief of Air Quality & Mobility Programs

Minute Action

AGENDA ITEM: 36

Date: June 4, 2025

Subject:
Election of Officers for Fiscal Year 2025/2026

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

A. Receive Nominating Committee recommendations for Board President and Vice President.

B. Conduct elections for Board President and Vice President.

Background:
The San Bernardino County Transportation Authority (SBCTA) Administrative Code, adopted by Ordinance No. 17-001 on June 7, 2017, provides the process for the election of officers (SBCTA Admin. Code §§ 2-01-130, 2-01-050). The process is initiated by the selection of a seven-member Nominating Committee. The Nominating Committee consists of one member of the County Board of Supervisors and two members from each of the three Subareas: East Valley, West Valley and Mountain/Desert. The current Board President is automatically included as a member of the Nominating Committee representing either the County or their respective subarea.

On May 7, 2025, the subareas convened caucuses to select their representatives to serve on the Nominating Committee. The members of the Nominating Committee are: Larry McCallon, City of Highland, and Helen Tran, City of San Bernardino, representing the East Valley; Eunice Ulloa, City of Chino, and Ray Marquez, City of Chino Hills, representing the West Valley; Art Bishop, Town of Apple Valley, and Janet Jernigan, City of Needles, representing the Mountain/Desert; and Dawn Rowe, representing the County Board of Supervisors.

The Nominating Committee will announce their recommendations at the June 4, 2025 Board of Directors meeting. The Board of Directors will then vote to select the Board President and Vice President. The President and Vice President will take office at the next regular Board meeting subsequent to the election. The persons elected as President and Vice President of the SBCTA Board will also serve as President and Vice President of the San Bernardino Council of Governments (SBCOG) Board in accordance with the SBCOG Bylaws.

Financial Impact:
This item has no financial impact on the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. Recommendations are presented directly to the Board of Directors at the last regular Board meeting of the fiscal year, pursuant to SBCTA Administrative Code. SBCTA General Counsel has reviewed this item.

Responsible Staff:
Ray Marquez, City of Chino Hills

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

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 37

Date: June 4, 2025

Subject:
SBCTA Proposed Fiscal Year 2025/2026 Budget

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

A. Conduct the Public Hearing for the Fiscal Year 2025/2026 Proposed Budget; and

B. Adopt the SBCTA Fiscal Year 2025/2026 Budget; and

C. Approve the Fiscal Year 2025/2026 Budget Action Plan.

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

Background:
The development of the Fiscal Year 2025/2026 Budget is now complete. The proposed budget document was distributed to members of the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) prior to the Budget Workshop held during the Board meeting on May 7, 2025. SBCTA's budget process is structured to provide the maximum level of input from all SBCTA policy committees. SBCTA staff provided a budget overview for each program. Each policy committee reviewed the tasks that relate to the functional areas of committee oversight, and each task has been reviewed by at least one of the policy committees.

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 analyzes the resources available to help meet the short-term goals as set forth in the fiscal year budget. The Budget Action Plan for Fiscal Year 2025/2026 has been incorporated in the budget document, on which the Executive Director will provide quarterly updates.

For purposes of preparing an annual budget, San Bernardino Council of Governments (SBCOG) is a blended component unit of SBCTA, and its estimated revenues and appropriations are reflected in the proposed budget. SBCTA develops a program-based budget, which is adopted with funding source detail. 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. Fiscal Year 2025/2026 estimated revenues are $1,008,495,818, and carryover balances are $278,989,359, which together are used to fund the appropriations proposed at $1,283,877,089, and transfers are $113,304,818.

Changes/Updates to Budget Document

The following are significant items included in the Fiscal Year 2025/2026 Budget:

- Express lanes operations commenced in August 2024. Appropriations and estimated toll revenues are included in the budget.
- The indirect cost fund is funded from various Measure I programs, Local Transportation Fund, Service Authority for Freeway Emergencies, Council of Governments funds, and Express Lanes Operation enterprise fund, as shown on page 300 of the budget document. A portion of the estimated carry-over fund balance for the indirect cost fund totaling

$1,102,618 is reserved for emergencies, future improvements of the Santa Fe Depot, and future upgrades to information technology systems.

- Reserves of $49.6 million are established as per policy for the Measure I Funds, the Local Transportation Fund, and the State Transit Assistance Fund, as shown on page 84 of the budget document.
- Transfers in and out of $113.3 million represent cash transfers between funds. The purpose of the transfers is to fund various rail projects, planning and transit activities, debt service payments, and indirect costs, as shown on page 60 of the budget document.
- Allocation of debt service by program area is provided on page 285 of the budget document.
- Cash flow borrowing for Fiscal Year 2025/2026 from the Valley Arterial Program to Measure I Interchange Program for $41.9 million is budgeted to cover appropriations 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.

The proposed budget reflects a balanced budget with estimated new revenues and the 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 that includes establishing reserves of $49.6 million from various funds.

Financial Impact:
Budget estimated new revenues are $1,008,495,818, use of carryover balances are $278,989,359, appropriations are $1,283,877,089, and transfers are $113,304,818. The budget will establish the work program and financial framework to guide the organization throughout Fiscal Year 2025/2026.

Reviewed By:
The proposed budget was presented for review at the Board of Directors Budget Workshop held during the Board meeting on May 7, 2025. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

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	Fund 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 (11191 : 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 Automate retention to remaining libraries in Laserfiche - Q4 Automate retention to four (4) department sites in SharePoint - Q4	Executive Administration and Support Management Services
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 Complete Street Vendor Toolkit - Q4 Initiate Small Business Projects - Q3 Initiate Speaker Series - Q2	COG, General Counsel
	Initiate the Homeless Strategic Plan.	Establish Advisory Committee - Q2 Execute 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 (11191 : 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 of 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 Transit and Intercity Rail Program Grant.	Q2	
	Submit FTA New Starts Raing Package.	Q4	
Division Strategy: Delivery of Capital Projects - Enviornmental 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	

Attachment: FY2025-2026 Initiatives and Action Plan (11191 : SBCTA Proposed Fiscal Year 2025/2026 Budget)

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 Low income and Disabled Veteran 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	

Attachment: FY2025-2026 Initiatives and Action Plan (11191 : SBCTA Proposed Fiscal Year 2025/2026 Budget)

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 SBCTA/SBCOG Engagement Framework Goals			
Division Strategy: Ensure SBCTA/SBCOG Engagement Framework goals met for internal structure and policies			
9A	Complete SBCTA/SBCOG Engagement Framework	Q1	COG

Attachment: FY2025-2026 Initiatives and Action Plan (11191 : SBCTA Proposed Fiscal Year 2025/2026 Budget)

Minute Action

AGENDA ITEM: 38

Date: June 4, 2025

Subject:
Appropriations Limitation for Fiscal Year 2025/2026

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

Adopt Resolution No. 25-071 establishing an appropriations limit of $1,791,431,927 for Fiscal Year 2025/2026.

Background:
Article XIII B of the California Constitution specifies that the appropriations limit of state and local governments shall be set by resolution annually and may increase annually by a factor comprised of the change in population combined with the change in California per capita personal income.

In accordance with the above-mentioned requirements, Resolution No. 25-071 setting the appropriations limit for the San Bernardino County Transportation Authority (SBCTA) has been prepared and is attached for review and adoption. The California Department of Finance provides the percentage change over the prior year for the per capita personal income and the annual percentage change in population. This factor, multiplied by the approved prior year appropriations limit, establishes SBCTA's Fiscal Year 2025/2026 appropriations limit at $1,791,431,927. The annual establishment of an appropriations limitation excludes federal grant funds from the calculation.

The previous limit approved by the Board of Directors was $1,675,670,948. Resolution No. 25-071 adjusts the limit to $1,791,431,927. The increase from the prior year is due to a 6.44% increase in per capita personal income and a 0.44% increase in County population over the prior year.

Financial Impact:
This item has no financial impact on the proposed Budget for Fiscal Year 2025/2026. Budget is well below the proposed appropriations limit.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its June 4, 2025, meeting, in conjunction with the adoption of the Fiscal Year 2025/2026 Budget. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

RESOLUTION NO. 25-071

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025/2026

WHEREAS, Article XIII B of the California Constitution and Sections 7900 through 7913 of the California Government Code require the governing body of each local government to annually determine and establish, by resolution, an appropriations limit; and

WHEREAS, the appropriations limit is applicable to the proceeds of taxes levied by or for a local government entity and interest earned on such proceeds, and from the proceeds of state subventions to that local government entity.

NOW, THEREFORE, BE IT RESOLVED, by the San Bernardino County Transportation Authority:

Section 1. Pursuant to Section 7902(b) of the California Government Code and California Constitution Article XIII B, the appropriations limit for San Bernardino County Transportation Authority for Fiscal Year 2025/2026 is hereby determined to be and is established as $1,791,431,927.

Section 2. This resolution is effective upon the date adopted.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on June 4, 2025.

_____

Ray Marquez, President
San Bernardino County Transportation Authority

ATTEST:

_____

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

DRAFT

Attachment: Reso No. 25-071 GANN Limit Resolution (11593 : Appropriations Limitation for Fiscal Year 2025/2026)

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025**.

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE STEPHENSHAW
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

Attachment: Price Factor and Population Information FY 2026 (11593 : Appropriations Limitation for Fiscal Year 2025/2026)

May 2025

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio: $\frac{6.44 + 100}{100} = 1.0644$

Population converted to a ratio: $\frac{0.28 + 100}{100} = 1.0028$

Calculation of factor for FY 2025-26: 1.0644 x 1.0028 = 1.0674

Attachment: Price Factor and Population Information FY 2026 (11593 : Appropriations Limitation for Fiscal Year 2025/2026)

FISCAL YEAR 2025-26
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Adelanto City	San Bernardino	1.42	36,629	37,150	37,150
Apple Valley Town	San Bernardino	-0.11	75,339	75,255	75,262
Barstow City	San Bernardino	-0.55	24,634	24,498	24,811
Big Bear Lake City	San Bernardino	-0.48	4,977	4,953	4,953
Chino City	San Bernardino	1.76	90,123	91,712	95,206
Chino Hills City	San Bernardino	-0.18	77,452	77,314	77,314
Colton City	San Bernardino	-0.42	53,505	53,278	53,278
Fontana City	San Bernardino	0.96	217,084	219,172	219,172
Grand Terrace City	San Bernardino	-0.51	12,868	12,803	12,803
Hesperia City	San Bernardino	0.54	101,248	101,792	101,792
Highland City	San Bernardino	1.16	56,436	57,088	57,088
Loma Linda City	San Bernardino	-0.19	25,323	25,276	25,322
Montclair City	San Bernardino	-0.38	37,670	37,526	37,526
Needles City	San Bernardino	-0.54	4,817	4,791	4,791
Ontario City	San Bernardino	0.84	182,875	184,404	184,404
Rancho Cucamonga City	San Bernardino	0.44	175,227	175,992	175,992
Redlands City	San Bernardino	0.10	73,416	73,488	73,488
Rialto City	San Bernardino	1.09	104,426	105,565	105,565
San Bernardino City	San Bernardino	0.08	221,218	221,387	222,727
Twentynine Palms City	San Bernardino	7.84	14,775	15,934	24,257
Upland City	San Bernardino	-0.23	79,326	79,140	79,140
Victorville City	San Bernardino	0.49	135,981	136,652	141,013
Yucaipa City	San Bernardino	0.51	54,561	54,838	54,838
Yucca Valley Town	San Bernardino	0.03	22,021	22,027	22,027
Balance of County	San Bernardino	-0.22	290,454	289,811	297,505
Incorporated	San Bernardino	0.54	1,881,931	1,892,035	1,909,919
County Total	San Bernardino	0.44	2,172,385	2,181,846	2,207,424

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran hom

Attachment: Price Factor and Population Information FY 2026 (11593 : Appropriations Limitation for

Minute Action

AGENDA ITEM: 39

Date: June 4, 2025

Subject:
Executive Director Employment Contract No. 25-1003321

Recommendation:
Approve Employment Contract No. 25-1003321 with Carolyn L. Schindler to serve as San Bernardino County Transportation Authority's Executive Director effective August 9, 2025.

Background:
In December 2024, Executive Director Raymond W. Wolfe announced to the Board that he would be retiring from the position of Executive Director in the summer of 2025. On January 8, 2025, the Board of Directors approved the establishment of an Ad Hoc Committee for selection of the next Executive Director.

The Ad Hoc Committee completed a thorough recruitment process, and presented their selection to the Board on April 2, 2025. The Board unanimously selected Carrie Schindler, Deputy Executive Director, as the most qualified and experienced candidate for the position of Executive Director. After the May 7, 2025 Closed Session, the Board President negotiated terms and conditions of an employment contract for the position of Executive Director with Ms. Schindler. This item is for the appointment and approval of Contract No. 25-1003321 with Ms. Schindler to serve as Executive Director.

The proposed employment contract would compensate Ms. Schindler at the rate of $340,000 per year, with benefits as provided to other employees in the Professional/Administrative and Senior Management group, and other benefits as set out in the agreement. Upon approval of the agreement, Ms. Schindler will become Executive Director August 9, 2025, upon cessation of Executive Director Ray Wolfe's employment.

This item is being brought in accordance with subdivision (c)(3) of Government Code § 54953.

Financial Impact:
This item has no financial impact on the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:
The Executive Director's annual compensation was negotiated by the Board President pursuant to the May 7, 2025, Closed Session to discuss labor negotiations. SBCTA General Counsel has reviewed this item and the draft contract.

Responsible Staff:
Ray Marquez, City of Chino Hills

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT NO. 25-1003321

This Agreement is entered into in the State of California, between the San Bernardino County Transportation Authority, ("SBCTA" or "Employer") and Carolyn L. Schindler ("Employee").

The parties hereto declare as follows:

1. WHEREAS, the parties desire to enter into an employment agreement to provide for employment by Employer of Employee and to set forth the employment terms in their entirety in this document; and
2. WHEREAS, it is the desire of SBCTA to establish certain conditions of employment and to set working conditions of said Employee; and
3. WHEREAS, it is the desire of SBCTA to secure the services of Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows.

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SECTION 1. TERM

The term of this Agreement shall be for three (3) years commencing on August 9, 2025, subject to the early termination provisions as provided in Section 9. As provided in SBCTA Policy No. 10116, Article III, Employee serves at the pleasure of SBCTA's Board of Directors.

SECTION 2. DUTIES AND OBLIGATIONS OF EMPLOYEE

A. Employee shall serve as Executive Director of SBCTA and the San Bernardino Council of Governments (SBCOG). Employee shall do and perform all services, acts, or things necessary or advisable to fulfill the duties of an Executive Director. However, Employee shall at all times be subject to the direction of the Board of Directors, and to the policies established by the Board of Directors.

B. Performance of Duties and Responsibilities. Employee shall provide general administrative direction for SBCTA and SBCOG and shall carry out the policies of the Board of Directors. Employee shall be responsible to the Board of Directors for formulating plans and managing the organization, including the preparation and administration of the SBCTA/SBCOG budget and employment and supervision of staff. Employee shall provide leadership and coordinate activities with all SBCTA and SBCOG Board Members and coordinate SBCTA and SBCOG activities with other governmental agencies at all levels. Employee shall perform other duties and responsibilities as may be required by the Board of Directors.

Attachment: Schindler Contract jkt 051625 (11606 : Executive Director Employment Contract No. 25-1003321)

C. In the performance of her duties and responsibilities, Employee shall work those hours that may be necessary, but in no case less than forty (40) hours per week.

SECTION 3. SALARY AND COMPENSATION

A. For the services rendered under this Agreement, Employee's annual salary shall be $340,000, effective August 9, 2025, which shall be paid in the same manner and at the same times as all other salaries of SBCTA.

SECTION 4. FRINGE BENEFITS

A. During the term of this Agreement, Employee shall participate at SBCTA's cost in the Flexible Benefit Plan provided to Professional/Administrative and Senior Management employees of SBCTA.

B. Employee shall receive the same deferred compensation benefit as that provided to Professional/Administrative and Senior Management employees as provided in Personnel Policy 10122-3, Deferred Compensation Plan, Section III.

C. SBCTA shall contribute one percent (1%) of Employee's biweekly salary to the San Bernardino County Retirement Medical Trust.

D. Should SBCTA approve benefits for SBCTA employees, including for the Professional/Administrative and Senior Management group, that are greater than the benefits contained in this Agreement, Employee shall receive those benefits that are provided to the Professional/Administrative and Senior Management group.

SECTION 5. VACATION AND OTHER NON-WORKED TIME

A. Employer shall provide for holiday and sick leave for Employee consistent with that provided other Professional/Administrative and Senior Management employees.

B. Employee shall receive twenty (20) days per year to be used for vacation and ten (10) days per year to be used for administrative leave.

C. Employee shall accrue sick leave for each payroll period completed, prorated on the basis of 5.23 hours per pay period for use when needed by the Employee.

D. Upon separation from SBCTA service for reasons other than death, Employee will be required to contribute the cash value of her unused sick leave balance to the San Bernardino County Retirement Medical Trust at the rate of seventy-five percent (75%) of the cash value of the Employee's unused sick leave hours, up to a maximum of fourteen hundred (1,400) hours.

E. At termination of employment, Employee can elect to use all or a portion of accrued vacation leave balances for which she is entitled to compensation for to remain on the payroll until the designated leave balances are used.

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Attachment: Schindler Contract jkt 051625 (11606 : Executive Director Employment Contract No. 25-1003321)

SECTION 6. RETIREMENT SYSTEM PARTICIPATION

Employee shall participate in the San Bernardino County Employees' Retirement Association (SBCERA). Notwithstanding the benefits provided in Section 4, above, or otherwise by SBCTA Policy, Employee shall pay the Employee contribution and SBCTA shall pay the Employer contribution. Employee waives any right that she may have pursuant to Section 4 above or otherwise by SBCTA Policy to have the Employer pay for any portion of the Employee contribution.

SECTION 7. AUTOMOBILE

Employee shall receive an automobile allowance of $1,000 per month. This allowance shall be considered complete reimbursement for the acquisition, insurance, maintenance, repair, upkeep, fuel, and all other costs for Employee's vehicle.

SECTION 8. PERFORMANCE EXPECTATIONS AND EVALUATION

Employer's Board of Directors shall review and evaluate the performance of the Employee during the month of February 2026 and again during the month of July 2026, and each subsequent April during the term of this Agreement. Said review and evaluation shall be in accordance with criteria approved by the Board after consultation with Employee. Said criteria may be added to or deleted from as the Board of Directors may from time to time determine, in consultation with Employee. Further, the President of SBCTA shall provide the Employee with a summary written statement of the findings of the evaluation and provide an adequate opportunity for the Employee to discuss her evaluation with the Board of Directors in closed session. As part of the evaluation and performance of Employee, the Board shall review the salary level compensation of Employee and the possible extension of this Agreement.

SECTION 9. TERMINATION AND SEVERANCE PROVISIONS

A. In recognition that Employee serves at the pleasure of the SBCTA Board of Directors, SBCTA has the right to terminate this Agreement early for any reason or no reason upon six (6) months' written notice to Employee. Said notice shall set forth the effective date of termination SBCTA shall have the right to demand that Employee immediately vacate her office, SBCTA's premises, and discontinue any employment services whatsoever for SBCTA as specified in such notice. If the notice specifies that Employee shall vacate SBCTA's offices and discontinue employment services prior to the effective date of termination specified in the notice, Employee shall nevertheless be paid her salary, including all benefits, to the effective date of termination specified in the notice.

B. In the event that Employee resigns following a request, whether formal or informal, by a majority of the Board of Directors that she resign, then Employee at her option may be deemed to be

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Attachment: Schindler Contract jkt 051625 (11606 : Executive Director Employment Contract No. 25-1003321)

terminated on the date of such request that she resign and she shall receive severance pay of salary and benefits of six (6) months as directed by Employee.

C. In the event Employee voluntarily resigns her position with SBCTA, then Employee shall give SBCTA two (2) months' notice in advance, unless the parties otherwise agree.

D. In the event Employee voluntarily resigns her position with Employer, then Employer may elect to relieve Employee of her responsibilities at any time prior to the expiration of the notice period by paying to Employee salary and benefits for the time employment services are performed for Employer. If Employee voluntarily resigns, she shall not be entitled to any severance pay whatsoever.

E. Employee shall not be entitled to severance payment in the event of:

(1) Conviction of, or pleas of, guilty or nolo contendere to any crime or offense (other than minor traffic violations or similar offenses) of employee which is likely to have a material adverse impact on SBCTA or Employee's reputation, or

(2) Proven failure of Employee to observe or perform any of her duties and obligations, if that failure continues for a period of thirty (30) business days from the date of her receipt of notice from the Board of Directors specifying the acts or omissions deemed to amount to that failure.

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SECTION 10. DUES AND SUBSCRIPTIONS

Employer agrees to pay for the reasonable professional dues and subscriptions of Employee necessary for her continuation in associations and organizations necessary and desirable for her continued professional participation, growth and advancement, including the acceptance and performance of duties relating to offices of such associations and organizations, and for the good of the Employer.

SECTION 11. PROFESSIONAL DEVELOPMENT

Employer hereby agrees to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer.

SECTION 12. GENERAL EXPENSES

Employer recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by Employee in conjunction with her responsibilities hereunder and shall reimburse or pay said general expenses in accordance with existing SBCTA policy for other Professional/Administrative and Senior Management employees.

Attachment: Schindler Contract jkt 051625 (11606 : Executive Director Employment Contract No. 25-1003321)

SECTION 13. GENERAL PROVISIONS

A. This entire Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

B. Any amendments to this Agreement shall be in writing and executed by the parties.

C. SBCTA shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties, consistent with the provisions of the California Government Code. SBCTA may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered.

D. Employee shall be covered by SBCTA's General Liability and Worker's Compensation insurance coverage during the hours actually worked under this Agreement.

E. All notices under this Employment Agreement shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, to the parties. Any written notice to any of the parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or seventy-two (72) hours after the mailing thereof. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given as provided hereunder, shall be deemed to be receipt of the notice, demand or request sent. Notices to the parties shall be addressed as follows:

Employer: San Bernardino County Transportation Authority
ATTN: President
1170 W 3rd Street
San Bernardino, California 92410

Employee: Carolyn L. Schindler
Address On File

/ / / / / / / / / / /

/ / / / / / / / / / /

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Attachment: Schindler Contract jkt 051625 (11606 : Executive Director Employment Contract No. 25-1003321)

CONCLUSION

This Agreement is the full and complete understanding describing services regarding the rights and obligations of the parties including all covenants, conditions and benefits.

By: _____
Ray Marquez, President

By: _____
Carolyn L. Schindler, Employee

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

DRAFT

Attachment: Schindler Contract jkt 051625 (11606 : Executive Director Employment Contract No. 25-1003321)

Minute Action

AGENDA ITEM: 40

Date: June 4, 2025

Subject:
General Counsel Employment Agreement Amendment

Recommendation:
Approve Amendment No. 4 to Employment Agreement No. 19-1002111 with General Counsel, Julianna K. Tillquist.

Background:
Annually, the Board of Directors ("Board") reviews and evaluates the performance of General Counsel for purposes of determining compensation increases, if any.

On April 2, 2025, the Board evaluated the performance of General Counsel and approved increasing General Counsel's annual salary to $309,514.92, which will be effective as of June 28, 2025. This increase includes a three percent (3%) merit increase and the three percent (3%) cost of living adjustment approved for all SBCTA employees.

This item is being brought in accordance with subdivision (c)(3) of Government Code § 54953.

Financial Impact:
This item has no financial impact on the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:
The increase to General Counsel's annual compensation was reviewed and recommended for approval by the Board of Directors in Closed Session on April 2, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

Responsible Staff:
Ray Marquez, City of Chino Hills

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

AMENDMENT NO. 4 TO SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY GENERAL COUNSEL EMPLOYMENT AGREEMENT NO. 19-1002111

THIS AMENDMENT NO. 4 to Contract No. 19-1002111 is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA" or "Employer"), and Julianna K. Tillquist ("Employee").

RECITALS

A. On April 3, 2019, the Board of Directors of SBCTA (hereinafter referred to as "the Board") appointed Employee as General Counsel effective June 1, 2019, and approved Employment Agreement No. 19-1002111 ("Contract"); and

B. On June 1, 2022, the Board approved Amendment No. 1 to Contract increasing Employee's annual compensation;

C. On July 5, 2023, the Board approved Amendment No. 2 to Contract increasing Employees's annual compensation;

D. On June 5, 2024, the Board approved Amendment No. 3 to Contract increasing Employee's annual compensation; and

E. The Board has evaluated Employee's performance, and in recognition of Employee's performance the Board desires to amend Employee's Contract to adjust her salary by a three percent (3%) merit increase plus the three percent (3%) cost of living allowance the Board awarded to all SBCTA employees, effective June 28, 2025.

NOW, THEREFORE, in consideration of mutual covenants herein contained, Employer and Employee agree as follows:

1. Section 5. Salary of the Contract is amended and restated as follows:

"5. Salary. Employer agrees to pay Employee for services rendered, Three Hundred Nine Thousand, Five Hundred Fourteen Dollars and Ninety-two Cents ($309,514.92) per year, effective June 28, 2025, payable in installments at the same time and in the same manner as other SBCTA employees. Employer agrees to modify the salary base and other benefits of Employee, by not more or less than the same percentage and amounts, and at the same time and same manner, as the salary and benefits adjustments given to other Professional/Administrative employees of SBCTA. Additionally, in recognition of Employee's accomplishments

Draft

Attachment: Amendment No. 4 to 19-1002111 General Counsel Contract (11372 : General Counsel Employment Agreement Amendment)

and outstanding performance, SBCTA may, in its sole discretion, grant merit increases to Employee."

2. The Recitals set forth above are incorporated herein by this reference.

3. Except as amended by this Amendment No. 4, all other provisions of the Contract, shall remain in full force and effect and are incorporated herein by this reference.

This Amendment No. 4 is executed by the Parties on the dates indicated below.

SBCTA/EMPLOYER	**EMPLOYEE**
_____	_____
Ray Marquez, Board President	Julianna K. Tillquist, General Counsel
Date _____	Date_____

Draft

Attachment: Amendment No. 4 to 19-1002111 General Counsel Contract (11372 : General Counsel Employment Agreement Amendment)

Minute Action

AGENDA ITEM: 41

Date: June 4, 2025

Subject:
New Position and Reclassification

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

A. Approve the creation of a second Deputy Executive Director position in Salary Range 38, effective June 28, 2025, to align with the start of Fiscal Year 2025/2026.

B. Approve the reclassification of the Chief of Council of Governments, Salary Range 29, to the Director of Council of Governments in Salary Range 33 effective June 28, 2025, to align with the start of Fiscal Year 2025/2026.

Background:
Staff is requesting approval of a second Deputy Executive Director position and the reclassification of the Chief of Council of Governments to the Director of Council of Governments to support the reconfiguration of the executive leadership team as indicated in Figure 1 (attached). The structure takes into consideration span of control, focused attention on the Measure I 3.0 effort, strategic partnerships, and the elevated role of the Council of Governments (COG) within the organization.

The creation of a second Deputy Executive Director position is being requested to ensure the continued successful delivery of San Bernardino County Transportation Authority's (SBCTA) capital programs and operations, while also enhancing financial oversight and accelerating progress toward a new sales tax measure. These organizational changes align with the best practices in executive span of control and support a sharpened focus on external affairs and strategic partnerships vital to the agency's long-term success. It also provides capacity for focused development of the next generation of executive leaders.

The current organizational structure has all departments reporting to one Deputy Executive Director position. The addition of a second Deputy Executive Director position supports dividing up the departments based on span of control and provides additional capacity for the Measure I 3.0 effort.

The organization is in a unique position of continuing our robust capital delivery program, which has been the focus of the agency for the last several years, while also expanding the COG responsibilities, and seeking a new sales tax measure. The proposed leadership structure adjustment supports that mission through clear lines of accountability aligned mostly between internal and external efforts and optimized executive oversight.

To maintain a focused, manageable span of control at the executive level, the revised organizational structure includes:

1. Two Deputy Executive Directors reporting to the Executive Director:
    - Deputy Executive Director –Strategic Partnerships to oversee three work groups and the new measure effort.

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

- Deputy Executive Director – Operations and Project Delivery to oversee capital delivery, fund administration activities, and finance.

2. Management Services, Clerk of the Board, and COG reporting to the Executive Director. This adjustment ensures independent internal support services receive executive-level attention while freeing deputies to focus on mission-critical priorities. It also elevates the position of the COG within the agency, and ensures COG has executive-level attention. Further, the reclassification of the Chief of COG to Director of COG supports the elevated role of COG in the agency and recognizes the leadership role of that position has assumed in planning, organizing, and managing the COG and providing highly responsible and complex professional assistance to the existing Deputy Executive Director and Executive Director in areas of expertise.

The addition of a second deputy position allows for the separation of Procurement from Finance, recognizing that our vendors are a key strategic partnership. By placing Procurement under the Strategic Partnership Deputy, there is more opportunity for vendor engagement due to its placement in a substructure focused on external relationships. Procurement is a critical external-facing function that ensures accountability, transparency, and fairness in how we engage and manage vendor and consultant relationships. Housing procurement within the Strategic Partnership group reinforces our commitment to our vendors and will support increased vendor confidence. Further, San Bernardino County's transportation future depends on sustained and diversified revenue. To that end, the Strategic Partnerships Deputy has been empowered to focus intensely on:

- Developing and leading the next local revenue measure
- Strengthening legislative relationships at the State and Federal level
- Consolidation of legislation and program guidelines affecting Planning activities such as CAPTI, SB743, Transportation Reauthorization Bill priorities, etc.
- Expanding partnerships with stakeholders

This allows for the grouping of our core internal business activities which include Fund Administration, Finance, Project Delivery, and Transit and Rail under a separate deputy. Fund Administration leads the development of the Measure I 10-Year Delivery Plan in close coordination with Project Delivery and Transit and Rail to ensure alignment of available funds with Board priorities, implementation capacity, and eligible uses. This multi-year programming effort informs the annual budget process and bonding strategies. Fund Administration and Finance work closely together on bonding strategies and ensuring the correct fund sources are programmed and accounted for accurately. Grouping these departments will allow for continued efficiencies and effective implementation.

By implementing a more optimum span of control, there are three reporting structures for development of SBCTA/SBCOG's next generation of executive leaders. Additionally, by dividing up responsibilities in this structure, it provides for two Deputy Executive Directors, and the Executive Director, the opportunity to support director level staff with professional development and succession planning by providing them with some additional capacity to dedicate time and attention to this effort.

This clear strategic alignment ensures we are well-positioned to secure a new sales tax measure, continue successful delivery of critical transportation infrastructure projects, and recognizes the priority of COG as defined by the Board of Directors.

This leadership structure reflects a forward-thinking agency with a deep commitment to effective governance, operational delivery, and strategic revenue generation. It is recommended that the positions needed to support the agency be reviewed upon approval of the new sales tax measure, or in early 2029.

Financial Impact:
The estimated additional cost for the new position and reclassification is $300,000 for Fiscal Year 2025/2026. There is sufficient funding in the salary and indirect allocation in the Fiscal Year 2025/2026 Budget to support the recommendations.
The ongoing cost of the new position is partially offset by the recent elimination of the Director of Express Lanes position. The reclassification of the Council of Governments position from Range 29 to 33 is a 20% increase in the salary range assigned to the position as indicated in the attached Annual Pay Schedule by Class Title. The salary ranges overlap so the immediate financial impact is a 5% salary increase consistent with SBCTA policy, but the position will have a higher "Top of Range" resulting in higher salary costs in the future. With approval of this item, the Annual Pay Schedule by Class Title and Organization Chart will be updated in the final Fiscal Year 2025/2026 Budget.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. It is being brought directly to Board to ensure the agency is staffed appropriately as the existing Deputy Executive Director transitions into the Executive Director position, and positions that become vacated due to promotions are filled as soon as possible.

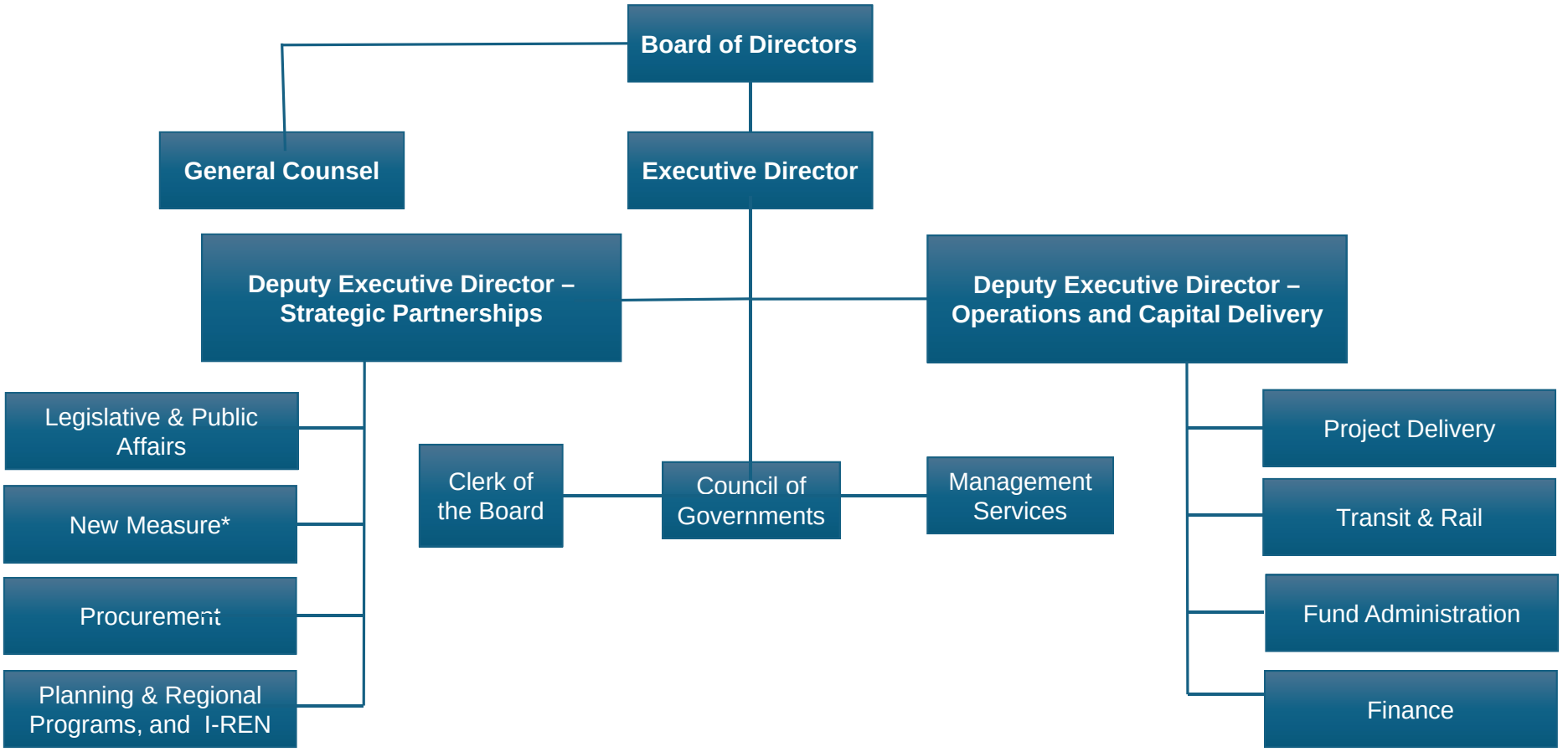
Responsible Staff:
Carrie Schindler, Deputy Executive Director

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Figure 1

Proposed SBCTA/SBCOG Organizational Chart



*New Measure is an initiative, not a department.

Attachment: revised org chart (11681 : New Position and Reclassification)

Annual Pay Schedule by Class Title Fiscal Year 2025/2026				
Class Title	**Salary Range**	**Bottom of Range***	**Top of Range***	**Maximum****
Office Assistant	4	$41,063	$61,595	$67,754
Accounting Assistant	7	$47,537	$71,305	$78,435
Records Management Specialist	8	$49,912	$74,868	$82,354
Executive Assistant	11	$57,780	$86,670	$95,337
Senior Accounting Assistant	11	$57,780	$86,670	$95,337
Assistant to the Clerk of the Board	12	$60,669	$91,004	$100,104
Management Analyst I	13	$63,703	$95,555	$105,111
Procurement Analyst I	13	$63,703	$95,555	$105,111
Accountant	15	$70,231	$105,346	$115,880
GIS Analyst	16	$73,743	$110,614	$121,676
Management Analyst II	16	$73,743	$110,614	$121,676
Procurement Analyst II	16	$73,743	$110,614	$121,676
Project Controls Analyst II	16	$73,743	$110,614	$121,676
Right of Way Specialist	16	$73,743	$110,614	$121,676
Deputy Clerk of the Board	17	$77,431	$116,147	$127,762
Legislative Analyst	18	$81,301	$121,951	$134,147
Senior Accountant	18	$81,301	$121,951	$134,147
Grants Analyst	19	$85,367	$128,051	$140,856
Management Analyst III	19	$85,367	$128,051	$140,856
Multimodal Programs Administrator	19	$85,367	$128,051	$140,856
Procurement Analyst III	19	$85,367	$128,051	$140,856
Project Controls Analyst III	19	$85,367	$128,051	$140,856
Accounting Supervisor	21	$94,119	$141,179	$155,297
Energy Program Manager	21	$94,119	$141,179	$155,297
Express Lanes Financial Supervisor	21	$94,119	$141,179	$155,297
Right of Way Manager	21	$94,119	$141,179	$155,297
Council of Governments Manager	22	$98,823	$148,235	$163,059
Data and Analytics Program Manager	22	$98,823	$148,235	$163,059
Planning Manager	22	$98,823	$148,235	$163,059
Programming Manager	22	$98,823	$148,235	$163,059
Accounting Manager	23	$103,765	$155,648	$171,213
Assistant Project Delivery Manager	25	$114,402	$171,603	$188,763
Enterprise Risk Manager	25	$114,402	$171,603	$188,763
Multimodal Manager	25	$114,402	$171,603	$188,763
Procurement Manager	25	$114,402	$171,603	$188,763
Project Controls Manager	25	$114,402	$171,603	$188,763
Clerk of the Board/Administrative Manager	27	$126,127	$189,190	$208,109
Chief of Air Quality and Mobility Programs	29	$139,054	$208,581	$229,439
~~Chief of Council of Governments~~	~~29~~	~~$139,054~~	~~$208,581~~	~~$229,439~~
Chief of Fiscal Resources	29	$139,054	$208,581	$229,439
Chief of Fund Administration	29	$139,054	$208,581	$229,439
Chief of Information Technology	29	$139,054	$208,581	$229,439
Chief of Legislative and Public Affairs	29	$139,054	$208,581	$229,439

Attachment: RevisedFY2025-2026 Salary Range Table by Class Title - cfranco - (11681 : New Position and Reclassification)

Annual Pay Schedule by Class Title Fiscal Year 2025/2026				
Class Title	**Salary Range**	**Bottom of Range***	**Top of Range***	**Maximum****
Chief of Project Controls	29	$139,054	$208,581	$229,439
Construction Manager	29	$139,054	$208,581	$229,439
Project Delivery Manager	29	$139,054	$208,581	$229,439
Corridor Manager	31	$153,308	$229,962	$252,959
Deputy Director of Express Lanes	31	$153,308	$229,962	$252,959
Deputy Director of Planning	31	$153,308	$229,962	$252,959
Assistant General Counsel	33	$169,023	$253,535	$278,888
Chief Financial Officer	33	$169,023	$253,535	$278,888
Deputy Director of Transit and Rail Programs – Capital Delivery	33	$169,023	$253,535	$278,888
Director of Council of Governments	33	$169,023	$253,535	$278,888
Director of Fund Administration	33	$169,023	$253,535	$278,888
Director of Legislative and Public Affairs	33	$169,023	$253,535	$278,888
Director of Management Services	33	$169,023	$253,535	$278,888
Director of Project Delivery and Express Lanes	35	$186,349	$279,523	$307,475
Director of Planning and Regional Programs	35	$186,349	$279,523	$307,475
Director of Transit and Rail Programs	35	$186,349	$279,523	$307,475
Deputy Executive Director	38	$215,720	$323,580	$355,938

General Counsel	Employment Agreement	$291,747
Executive Director	Employment Agreement	$397,267

* Salary Ranges may be adjusted, as approved, by the Board.

** Excerpt from Policy 10107 - Compensation Administration: Employees who have been at or over the maximum of their salary range for 36 months or more will become eligible for advancement based upon work performance and supervisor's recommendation. Such advancement must be approved by the Executive Director and may not exceed 5% in any year. At no time shall advancement exceed more than 10% above the maximum of the employee's salary range assignment.

Attachment: RevisedFY2025-2026 Salary Range Table by Class Title - cfranco - (11681 : New Position and Reclassification)

Minute Action

AGENDA ITEM: 42

Date: June 4, 2025

Subject:
Board Appointments

Recommendation:
That the Board, acting as the San Bernardino Council of Governments:

Approve the appointment of Council Member Judy Woolsey, City of Yucaipa, to serve as the primary member, and Mayor Helen Tran, City of San Bernardino, to serve as the alternate member, on the One Water One Watershed Steering Committee of the Santa Ana Watershed Project Authority, for a four-year term, expiring June 30, 2029.

Background:
This item is requesting the appointment of Council Member Judy Woolsey, City of Yucaipa, to serve as the primary member, and Mayor Helen Tran, City of San Bernardino, to serve 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, expiring June 30, 2029.

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 11 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 from 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.

Financial Impact:
This item has no financial impact on the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board for the approval of appointment under Board authority.

Responsible Staff:
Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 43

Date: June 4, 2025

Subject:
Release of Request for Proposals No. 25-1003286 for On-Call Risk Management Services

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

Authorize the release of Request for Proposals No. 25-1003286 for On-Call Risk Management Services.

Background:
San Bernardino County Transportation Authority (SBCTA) is seeking risk management assistance to help with items such as contract insurance provisions, insurance reviews, sensitive security information review, and bond compliance. SBCTA has unique and complex projects along with robust insurance requirements so these services would assist SBCTA in compliance reviews and decision making on complex issues. Procurement of these services ensures there is no gap in resources when the Enterprise Risk Manager is unavailable.

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

Financial Impact:
This item has no impact on the adopted Budget for Fiscal Year 2024/2025, as services will not commence until Fiscal Year 2025/2026. The agreement will be included in the proposed budget for Fiscal Year 2025/2026 and will be funded with Risk Management Funds, Task 0430.

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 in risk management reviews. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft Scope of Work, and draft Request for Proposals.

Responsible Staff:
Jenny Holliday, Procurement Analyst III

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Exhibit "A"
Scope of Auxiliary Risk Management Services

1. Contract Insurance Provisions Review

- Review and provide guidance on insurance provisions, including required coverages and appropriate policy limits, for the following:
  - Purchase Orders (POs)
  - Requests for Proposals (RFPs)
  - Invitations for Bids (IFBs)
  - Informally procured contracts
- Contracts typically involve services in civil engineering design, environmental clearance, right-of-way acquisition, financial consulting, goods procurement, and large-scale transportation construction.

2. Certificate of Insurance Compliance

- Review insurance certificates for compliance with SBCTA contractual and risk management requirements. Initial intake and basic review will be conducted by SBCTA Office Assistant and Procurement Analyst.
- Provide secondary review and risk advisory on exceptions or deficiencies noted.

3. Insurance Exceptions & Negotiations

- Review and provide feedback on proposed insurance exceptions during contract negotiations.
- Recommend risk-appropriate modifications or acceptance criteria based on industry standards and SBCTA's risk tolerance.

4. Sensitive Security Information (SSI) Review

- Conduct reviews of documents containing Sensitive Security Information (SSI) to ensure proper handling, redaction, and distribution in compliance with applicable security guidelines.

5. Bond Compliance

- Review performance and payment bonds for compliance with contractual and legal requirements.
- Advise SBCTA on sufficiency of surety coverage and bonding entity qualifications.

Attachment: RFP25-1003286 Attachment A SOW - PDF (11594 : Release of Request for Proposals for On-Call Risk Management)

Minute Action

AGENDA ITEM: 44

Date: June 4, 2025

Subject:
Interstate 10 Corridor Freight and Express Lanes - Contract 2: Construction and Maintenance Agreement for Kaiser Spur Overpass and Temporary Encroachment Agreement for Contract 2A

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

A. Authorize the Executive Director, or his designee, to execute Construction and Maintenance Agreement No. 25-1003211 between Union Pacific Railroad (UPRR), California Department of Transportation, and SBCTA for the construction and maintenance of the Interstate 10 (I-10) Corridor Freight and Express Lanes - Contract 2 Project at the Kaiser Spur Overpass in the amount of $187,500, which may be recalculated and adjusted by UPRR if SBCTA does not commence construction on the portion of the Project located on the UPRR's property within 12 months, to be funded with Measure I Valley Freeway Program funds, subject to approval as to form by SBCTA General Counsel, or her designee.

B. Authorize the Executive Director, or his designee, to execute Temporary Encroachment Agreement No. 25-1003324 between UPRR and SBCTA for the I-10 Corridor Freight and Express Lanes - Contract 2A Project for a not-to-exceed amount of $1,686,000 for the Temporary Construction Easements, and the amount of $50,000 for UPRR project management and construction management costs, which may be recalculated and adjusted by UPRR if SBCTA does not commence construction on the portion of the Project located on the UPRR's property within six months, to be funded with Measure I Valley Freeway Program funds, subject to approval as to form by SBCTA General Counsel, or her designee.

Background:
The Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (Project) is the second phase of the San Bernardino County Transportation Authority (SBCTA) I-10 Corridor Express Lanes Program. The Project will include a single express lane in each direction from Interstate 15 (I-15) in the City of Ontario to Pepper Avenue in the City of Colton, connecting to the recently opened I-10 Corridor Contract 1 Express Lanes in the vicinity of I-15. To expedite project delivery, the Project will be divided into two construction contracts: Contract 2A from I-15 to Sierra Avenue and Contract 2B from Sierra Avenue to Pepper Avenue. Contract 2A is currently in its 100% design phase with a target for design approval and right-of-way certification in June 2025.

Recommendation A:

On January 8, 2025, the SBCTA Board of Directors (Board) authorized the Executive Director, to negotiate, finalize, and execute Construction and Maintenance Agreement (CMA) No. 25-1003211 with Union Pacific Railroad (UPRR), California Department of Transportation (Caltrans), and SBCTA for defining roles, responsibilities, and funding for the construction and maintenance of the I-10 Corridor Freight and Express Lane Contract 2 Project at the Kaiser Spur Overpass in the amount of $187,500, to be funded with Measure I Valley Freeway Program funds, subject to approval as to form by SBCTA General Counsel.

Staff received the final draft CMA from UPRR in May 2025, which prescribes that the agreement amount of $187,500, at SBCTA's sole cost and expense, is only an estimate of UPRR construction support costs and other UPRR expenses, and that UPRR will be reimbursed for actual costs incurred. The CMA also provides that UPRR may recalculate and update the estimate, which will be submitted to SBCTA in the event SBCTA does not commence construction on the portion of the Project located on the railroad's property within 12 months from the execution of the CMA. UPRR struck a provision that the amount would be increased only upon the written agreement of the parties, which allows UPRR to unilaterally increase the amount without a written amendment. Although SBCTA expects that any such increase would be done pursuant to such an amendment, the CMA as written does not require it.

Staff is recommending that the Board authorize the Executive Director, or his designee, to execute the CMA, subject to approval as to form by SBCTA General Counsel.

Recommendation B:

On March 1, 2023, the Board authorized staff to complete appraisals of properties and to make offers of Just Compensation to property owners for the acquisition of property necessary for the Project, and authorized the Director of Project Delivery to add or remove parcels, as deemed necessary. Included in the authorization were Temporary Construction Easements (TCE) within the railroad right-of-way.

Staff received the draft Temporary Encroachment Agreement (TEA) No. 25-1003324 from UPRR in May 2025, requesting compensation of $1,686,000 for the TCEs for a three-year term and an estimate of $50,000 for work to be performed by UPRR.

The TEA prescribes that the amount of $50,000, at SBCTA's sole cost and expense, is only an estimate of UPRR project management and construction management costs, and that UPRR will be reimbursed for actual costs incurred. Similar to the CMA in Recommendation A, the TEA provides that UPRR may recalculate and update the estimate, which will be submitted to SBCTA in the event SBCTA does not commence construction on the portion of the Project located on the railroad's property within six months from the date of the estimate.

Staff is recommending that the Board authorize the Executive Director, or his designee, to execute the TEA, subject to approval as to form by SBCTA General Counsel.

Financial Impact:
This Project is included in the proposed budget for Fiscal Year 2025/2026 and funded with Measure I Valley Freeway Program funds in Program 40, Project Delivery under Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors to clarify the contract amount approved by the Board of Directors on January 8, 2025 for Agreement No. 25-1003211, to approve contract amount with similar language for Agreement No. 25-1003324, and because right-of-way certification is required by June 12, 2025 in order for funding to be allocated at the June California Transportation Commission meeting. SBCTA General Counsel has reviewed this item and the draft agreements.

Responsible Staff:
Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 25-1003211 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 02269 Vendor Name: Union Pacific Railroad

Description: I-10 Corridor Contract 2 C&M Agreement for Kaiser Spur

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	187,500.00	Original Contingency		
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**187,500.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**187,500.00**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11642

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No No Budget Adjustment

Local Construction and Maintenance Agreement N/A

Accounts Payable

Estimated Start Date: 06/04/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 187,500.00	Total Contingency: $ -
GL:	4110	40	0820	0821	53702	41100000	650	MSI Freeway	187,500.00	
GL:									.	
GL:										
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Heng Chow
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS-25-1003211 [Revision 1] (11642 : I-10 Contract 2 C&M Agreement and TEA with UPRR)

Attachment: [PDF] 25-1003211_Revised Draft C&M Agreement from UPRR (11642 : I-10 Contract 2 C&M Agreement and TEA with UPRR)

UP Real Estate Project No.: 0786242
Agreement No.: 08R231
File: 08-SBd-10 PM 11.4
EA: 0C2534
PID: 0820000147
DOT: 746969Y
RMP: 0527.932
Sub: Alhambra

CONSTRUCTION AND MAINTENANCE AGREEMENT
KAISER SPUR OVERPASS

THIS AGREEMENT ("Agreement") entered into this _____ day of _____, 2025 ("Effective Date"), is between the **STATE OF CALIFORNIA**, acting by and through its **DEPARTMENT OF TRANSPORTATION**, referred to herein as "STATE," the **UNION PACIFIC RAILROAD COMPANY**, a corporation of the State of Delaware, referred to herein as "Railroad," and **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,** referred to herein as "SBCTA", a California public agency. Collectively, State, Railroad and SBCTA are referred to herein as "**Parties**".

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RECITALS:

A. On or about January 9, 1947, Kaiser Company, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nevada, granted to the State of California in fee all that real property as described in Grant Deed No. 3422, in the County of San Bernardino, State of California, for the purposes of a freeway.

B. On or about March 4, 1947, Kaiser Company, Inc., granted Railroad an easement for railroad purposes upon, over and along certain parcels of land at or near Kaiser Station, County of San Bernardino, State of California.

C. On or about May 6, 1947, Southern Pacific Company, a corporation of the State of Delaware, and the State of California, acting by and through its Department of Public Works, set forth their understandings and agreements relating to the construction and maintenance of a freeway overpass across the right of way and tracks of Railroad herein known as the Kaiser Spur Overpass. On or about December 11, 1964, Southern Pacific Company and the State of California set forth their understandings and agreements relating to the construction and maintenance of the widening of Kaiser Spur Overpass and the changes made necessary in connection therewith. On or about August 30, 1976, Southern Pacific Company and the State of

California set forth their understandings and agreements relating to the construction and maintenance of the median decking of Kaiser Spur Overpass and the changes made necessary in connection therewith. The widened and decked Kaiser Spur Overpass hereinafter referred to as "Structure" or "Existing Crossing". The 1947, 1964 and 1976 agreements are collectively referred to as the "Original Agreements."

D. Railroad is the successor in interest to Southern Pacific Transportation. State is the successor of the Department of Public Works.

E. SBCTA and State now propose to construct Express Lanes, including tolled facilities, on Interstate 10 (I-10) along a designated segment including that portion of the I-10 that crosses over the Railroad/Highway Crossing known as the Kaiser Spur Overpass, DOT No. 746969Y, Railroad Milepost 0527.932, on the Alhambra Subdivision (the "Project"). SBCTA will execute and oversee the construction of the Project.

F. The individual responsibilities of SBCTA are set forth in Sections 6 and 10 of this Agreement. The responsibility of State is set forth in Section 9 of this Agreement.

G. The general location of the Structure is shown on the Railroad Survey Print marked **Exhibit A**, which also shows the proposed widening of the Structure across the right of way and tracks of Railroad within the State's property as described in Grant Deed No. 3422. The type, size and profile prints of the Structure are marked **Exhibit A-1.**

H. The proposed Structure work, referred to as the "New Crossing Area" in the **Exhibit A** Survey Print, is within the State's property as described in Grant Deed No. 3422 and no additional property rights are required. The New Crossing Area and the Existing Crossing Area together will be referred to as the Crossing Area. The New Crossing Area will increase the Existing Crossing Area by 1,425 s.f. in the westbound direction and 1,554 s.f. in the eastbound direction.

I. List of Exhibits. The following attached exhibits are hereby made a part of the Agreement:

Exhibit A	Railroad Location Print
Exhibit A-1	Structure's General Type, Size and Profile
Exhibit B	General Terms and Conditions
Exhibit C	Railroad Cost Estimate Summary Sheet
Exhibit D	Railroad Coordination Requirements
Exhibit E	Contractor's Right of Entry Agreement

DRAFT

Attachment: [PDF] 25-1003211_Revised Draft C&M Agreement from UPRR (11642 : I-10 Contract 2 C&M Agreement and TEA with UPRR)

J. Parties now desire to set forth their understanding and agreement relating to the construction, reconstruction, use, maintenance, operation, and repair of the constructed Structure.

AGREEMENT:

Section 1. EXHIBITS B AND D; RECITALS

The Recitals set forth above are incorporated herein. The general terms and conditions marked **Exhibit B,** and the Railroad's Coordination Requirements marked **Exhibit D,** are attached hereto and hereby made a part hereof. All exhibits listed in the Recitals are incorporated herein.

Section 2. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the State or SBCTA to perform any Project work on any portion of State's and Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 3. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the State and/or SBCTA shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement (EX. E.);
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E** and is incorporated by reference as though fully set forth herein. The State and SBCTA confirm that the Contractor will be required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

DRAFT

Attachment: [PDF] 25-1003211_Revised Draft C&M Agreement from UPRR (11642 : I-10 Contract 2 C&M Agreement and TEA with UPRR)

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0786242

D. SBCTA is self-insured and will maintain self-insured status during the performance of the work associated with the Project. If SBCTA's own employees will be performing any of the Project work, SBCTA shall self-insure all or a portion of the insurance coverage as allowed pursuant to SBCTA's Board Policy and agrees to indemnify Railroad against any and all claims arising out of the work performed on the Project by SBCTA Employees. SBCTA shall not indemnify Railroad for claims by SBCTA Employees that arise out of negligent acts or willful misconduct by Railroad, its officials, directors, officers, employees, and agents.

Section 4. FEDERAL AID POLICY GUIDE

If SBCTA will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I, and 23 CFR 646, Subparts A and B, are incorporated into this Agreement by reference.

Section 5. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO SBCTA; SBCTA'S PAYMENT OF BILLS

A. Railroad Work and Project Oversight to be performed during the Project by Railroad, at SBCTA's sole cost and expense, is described in Railroad's Cost Estimate Summary Sheet, marked **Exhibit C,** and is incorporated by reference as though fully set forth herein (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is One Hundred Eighty-Seven Thousand, Five Hundred Dollars ($187,500).

B. Railroad, if it so elects, may recalculate and update the Estimate submitted to SBCTA in the event SBCTA does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the date of the execution of this Agreement. ~~However, SBCTA shall not be committed to expend more than the amount set forth in Section 5. A., above, without a written amendment signed by both Parties.~~

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Attachment: [PDF] 25-1003211_Revised Draft C&M Agreement from UPRR (11642 : I-10 Contract 2 C&M Agreement and TEA with UPRR)

Attachment: [PDF] 25-1003211_Revised Draft C&M Agreement from UPRR (11642 : I-10 Contract 2 C&M Agreement and TEA with UPRR)

C. SBCTA cannot reimburse Railroad for any costs incurred outside the scope of work described herein or occurring prior to the effective date of this Agreement.

D. Railroad shall electronically send progressive billing to SBCTA and shall send final billing to SBCTA within three hundred sixty-five (365) days after receiving written notice from SBCTA that all Project work affecting Railroad's property has been completed and the Railroad Representative named in **Exhibit D** has closed the Project work order and notified the Political Body.

E. Subject to the provisions of this Agreement, SBCTA agrees to reimburse the Railroad for all actual costs and expenses incurred by Railroad in connection with the Project including, but not limited to, all actual costs of engineering review, construction inspection, project oversight, and all direct and indirect overhead labor/construction costs.

F. SBCTA agrees to pay Railroad for all undisputed billings received from Railroad within 45 business days of SBCTA's receipt of billing from Railroad. All disputed invoices need to be settled prior to project closeout.

SECTION 6. WORK PERFORMED BY SBCTA

A. SBCTA, as a Project cost, shall perform all Project work including, without limitation, any other applicable work, all of which shall be performed in compliance with the Plans and Minimum Requirements described and defined in Sections 8 and 1, respectively, and in a good and workmanlike manner and prosecuted diligently to conclusion. The use of Railroad's property by SBCTA and/or its Contractor (as defined herein) shall be limited to the identified area designated on **Exhibit A** and shall be subject to Railroad's notification requirements and the terms and conditions of the Agreement and exhibits hereto.

B. SBCTA or the Contractor will be responsible for securing the required flagging services from one of the Railroad's approved vendors in accordance with Railroad's policy and procedures for flagging found on Railroad's website at UP: Real Estate and Utility Specifications.

C. SBCTA, as a project expense and at no cost to Railroad, shall complete or cause the completion of all Project-related construction activities within four (4) years of the Effective Date of this Agreement.

DRAFT

Attachment: [PDF] 25-1003211_Revised Draft C&M Agreement from UPRR (11642 : I-10 Contract 2 C&M Agreement and TEA with UPRR)

Section 7. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

SBCTA agrees that no Project costs and expenses are to be borne by Railroad. In addition, Railroad is not required to contribute any funding for the Project.

Section 8. PLANS

A. SBCTA, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications and shall provide them to Railroad for prior review and approval. The plans and specifications shall include roadway layout, specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless Railroad has consented to such changes in writing.

D. Railroad's review and approval of the Plans in no way relieves SBCTA or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by SBCTA or Contractor on the Plans is at the risk of SBCTA and Contractor.

Section 9. MAINTENANCE AND REPAIR OF STRUCTURE AND OF HIGHWAY LOCATED ON THE STRUCTURE

State, and/or its successors and assigns, at their expense, shall maintain, repair and renew, or cause to be maintained, repaired, and renewed, the entire Structure and all other improvements constructed on Railroad's property as part of the Project, including without limitation, State-owned utilities located on, above or in the Structure, all fire damage, graffiti removal, or over painting involving the Structure in a safe, clean, sturdy and sound condition under the original agreement. If any maintenance, repairs, or reconstruction of the Structure requires State or its contractor (as defined in Section 2) to enter upon and use any portion of Railroad property, or if such work could jeopardize the safety of railroad personnel and equipment beneath the Structure, such as, but not limited to, falling concrete or other debris, State shall require Contractor to execute the

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Railroad's then-current form of Contractor's Right of Entry Agreement and to provide to the Railroad the insurance policies, binders, certificates, and endorsements that are required in the Contractor's Right of Entry Agreement prior to commencing such work. State and/or its successors and assigns shall also pay the Railroad for its use of any Railroad property for which it does not at such time already hold easement or other access rights. Prior to the State performing any maintenance activities on the Structure, the State shall be required to execute the Railroad's then current Maintenance Consent Letter (MCL) prior to commencing such work.

Section 10. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non-Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non-Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non-Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non-Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non-Railroad Facilities owner or operator, or before Railroad, SBCTA and State mutually agree in writing to (i) deem the approved Non-Railroad Facilities plans and specifications to be Plans pursuant to Section 8, (ii) deem the Non-Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non-Railroad Facilities.

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Section 11. NO CLAIMS BY STATE AND/OR SBCTA

Notwithstanding any other provisions of this Agreement, State and SBCTA shall not make any claim against Railroad for any damages related to any and all work delays which arise in whole or in part from accommodating or performing Railroad train operations pertaining to the Project, including, without limitation, train schedule changes, and/or increased Railroad train operations by Railroad.

Section 12. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property. SBCTA's obligations shall terminate upon completion of the construction work and all outstanding invoices are settled.

B. Railroad, if it so elects, may terminate this Agreement effective upon delivery of 30-day written notice to SBCTA in the event SBCTA does not commence construction on the portion of the Project located on Railroad's property within twenty-four (24) months from the Effective Date of Agreement.

C. If the Agreement is terminated as provided above, SBCTA shall pay to Railroad all actual costs incurred by Railroad in connection with Project up to the date of termination, including, without limitation, all actual costs incurred by Railroad in connection with reviewing any preliminary or final plans and specifications.

Section 13. RESTRICTIONS ON COMMENCEMENT OF PROJECT WORK

A. Neither SBCTA nor any Contractor shall commence Project work on any Railroad property until:

(i) The Railroad, State and SBCTA have executed this Agreement.

(ii) SBCTA has obtained all necessary governmental permits, zoning clearances and approvals including, without limitation, those from the California Public Utilities Commission.

(iii) The Railroad has provided to SBCTA the Railroad's written approval of the Plans.

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(iv) Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(v) Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

B. The insurance coverage set forth in the Contractor's Right of Entry Agreement shall remain in full force and effect for each contractor during the performance of said work upon and adjacent to Railroad's property and thereafter until the contractor removes all tools, equipment and materials from Railroad property and cleans up the premises to a presentable condition satisfactory to Railroad.

C. SBCTA and each contractor shall give the advance notice described in the Contractor's Right of Entry Agreement to Railroad's authorized representative before commencing any Project work on Railroad's property and shall observe Railroad's rules and regulations with respect thereto. All work on Railroad's property shall be done at such times and in such manner so as not to interfere with or endanger the operations of Railroad.

Section 14. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and State agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 15. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Neither State nor SBCTA shall assign or transfer this Agreement without prior written consent of Railroad.

B. Subject to the provisions of Section 15A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad, SBCTA, and State.

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Section 16. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Project, the Original Agreements, if any, shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Structure.

Section 17. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 ("BUY AMERICA")

Railroad acknowledges that if this Agreement is for a federal-aid project, all portions of these projects, whether performed by SBCTA, State or Railroad, shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 Buy America Requirements. Railroad shall maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the Project for a period of three (3) years after completion of all obligations under this Agreement. Within a reasonable time after SBCTA or State's request, Railroad shall make such records available for SBCTA or State, as applicable, including for audit, during Railroad's regular business hours in its home office.

Section 18. MONITORING AND MITIGATION OBLIGATIONS

The State and the Railroad agree to continually assess and monitor the use of the Structure in accordance with the terms of this Agreement and shall reasonably cooperate to address any safety concerns posed by the use of the Structure, including without limitation, mitigating and deterring incidents of trespass by the public on the Railroad's property. Any mitigation strategy proposed by the State and the Railroad shall take into consideration factors of cost and safety and shall not obstruct or hinder the Railroad's operations. In accordance with this Agreement, the Railroad shall have the right to review and approve plans for any improvements to be constructed or installed on the Railroad's property as part of any mitigation strategy adopted by the State and the Railroad under this Section.

Section 19. INDEMNIFICATION

A. In accordance with and subject to Cal. Gov Code §14662.5, State hereby agrees to indemnify and hold harmless Railroad, its officers, directors, and employees and agrees to repair or pay for any damage proximately caused by reason of the uses authorized by this Agreement and associated easements, licenses, rights of way or right of entry agreements. State's inspection and maintenance services.

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B. SBCTA agrees to defend, indemnify and save harmless Railroad, its officers, directors, employees and agents ("Railroad Indemnitees") from and against any claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SBCTA, its officers, directors, employees, agents, contractors or supplies in connection with or arising out of the performance of SBCTA's obligations under this Agreement. SBCTA's indemnification obligation does not apply to Railroad Indemnitees' sole or gross negligence or willful misconduct.

C. Railroad shall indemnify, defend and hold harmless State, SBCTA, and their officers, directors, employees and agents ("Agency Indemnitees") from and against any claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by Railroad, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement. Railroad's indemnification obligation does not apply to Agency Indemnitees' sole or gross negligence or willful misconduct.

Section 20. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

Section 21. EXECUTION

This Agreement may be executed in counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date, by their officers thereunto duly authorized.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____
Printed Name: _____
Title: _____

SBCTA's signatures follow on the next page

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA)

By:_____

Printed Name: Raymond W. Wolfe

Title: Executive Director

APPROVED AS TO FORM:

By:_____

Printed Name: Julianna K. Tillquist

Title: SBCTA General Counsel

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The State of California's signatures follow on the next page.

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
TIAIRA T. MOERING
Chief, Office of Railroad and Utility Relocation
Division of Right of Way and Land Surveys

APPROVED AS TO FORM AND PROCEDURES:

By_____
Attorney
Department of Transportation

APPROVAL RECOMMENDED:

By_____
GINA PIPPENGER
Railroad Agreements Liaison
Office of Railroad and Utility Relocation
Division of Right of Way and Land Surveys

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EXHIBIT A
RAILROAD LOCATION PRINT

Exhibit A will be provided by UPRR showing the Crossing Area

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EXHIBIT A-1
STRUCTURE'S GENERAL TYPE, SIZE AND PROFILE

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EXHIBIT B
GENERAL TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. Neither the State nor SBCTA shall use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, neither the State nor SBCTA shall use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipelines. Any lines constructed on the Railroad's property by or under authority of the State or SBCTA for the purpose of conveying electric power or communications incidental to the State's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as to not adversely affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the State or SBCTA to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The State shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the State at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with State's specifications and will not interfere with the State's use of the Crossing Area.

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E. So far as it lawfully may do so, the State will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the State or SBCTA, as appropriate, will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

A. SBCTA, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, SBCTA, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, SBCTA shall remove from the Railroad's property all temporary structures and false work and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of SBCTA upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of SBCTA shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the

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work of SBCTA. SBCTA hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by SBCTA and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the State or SBCTA, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the State or SBCTA is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the damaging party at the damaging party's own expense, or by the Railroad at the expense of the damaging party, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify SBCTA of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, SBCTA shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

A. The State, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of

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respective work of the State and SBCTA that their respective work will be respectively performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the State or SBCTA, respectively, shall also include their respective Contractors and the respective officers, agents and employees of the State, SBCTA and the Contractors, as applicable, and others acting under any of their authority; and all references in this Agreement to the respective work of the State or SBCTA shall include their respective work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by State**. If respective employees of the State or SBCTA need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the State or SBCTA, respectively, as applicable, shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the State and SBCTA agree, respectively, to the extent permitted by law and Cal. Gov Code §14662.5, to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the employees of State or SBCTA, or damage to any property or equipment (collectively the respective "Loss" of the respective parties) that arises from the presence or activities of employees of State or SBCTA on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If employees need to enter Railroad's property as provided in Paragraph B above, the State or SBCTA, as applicable, agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by State in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform State

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whether a flagman need be present and whether State needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill State or SBCTA, as appropriate, for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, State agrees that State is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, State shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though State or SBCTA may not be working during such time. When it becomes necessary for

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Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, State or SBCTA, as applicable, must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, State or SBCTA will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days' notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The State and SBCTA shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The State and SBCTA shall use only such methods as are consistent with safety, both as concerns the State, SBCTA, either agency's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The State and SBCTA (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the State or SBCTA to comply with any such laws, regulations, and enactments shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the State or SBCTA, as applicable, shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The State and SBCTA further agree in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The State and SBCTA shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The State or SBCTA, as applicable, at its own expense, shall adequately police and supervise all work to be performed by the State or SBCTA, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. Railroad has the right to deploy a jobsite camera or require

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further unannounced observations in the event Railroad determines it necessary. The responsibility of the State and SBCTA for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the State or SBCTA with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the State or SBCTA, as applicable, will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the State's or SBCTA's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the State or SBCTA is being or is about to be done or prosecuted without due regard and precaution for safety and security, the State or SBCTA, as applicable, shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. Neither the State nor SBCTA shall cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the State or SBCTA, as applicable, at the agency's own expense or by the Railroad at the expense of the applicable agency. Neither the State nor SBCTA shall cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. Neither the State nor SBCTA shall discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

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J. **Excavation**. Neither the State nor SBCTA shall excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. Neither the State nor SBCTA shall do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The State or SBCTA, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the State or SBCTA in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The State or SBCTA, at their own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The State or SBCTA, at their own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the State or SBCTA, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. Neither the State nor SBCTA shall obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the State or SBCTA shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. State shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the State. If it is, State or SBCTA, as applicable, will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

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N. For the avoidance of doubt, notwithstanding any other provision in this Agreement, State shall not be liable for any action or inaction of SBCTA nor for any covenant, duty, or responsibility of SBCTA under this Agreement, and SBCTA shall not be liable for any action or inaction of State nor for any covenant, duty, or responsibility of State under this Agreement.

SECTION 7 - INTERIM WARNING DEVICES

If at any time it is determined by a competent authority, by the State or SBCTA, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the State or SBCTA, as applicable, shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of State for a period of three (3) years following the date of Railroad's last billing sent to State.

SECTION 10 - REMEDIES FOR BREACH OR NONUSE

A. If the State or SBCTA shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the State or SBCTA, as applicable, will reimburse the Railroad for the expenses thereof.

B. Nonuse by the State of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the

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option of the Railroad, work a termination of this Agreement and of all rights of the State hereunder.

C. The State will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - **MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the State, SBCTA (as to construction activities) and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the State or SBCTA shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the State, SBCTA and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

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EXHIBIT C
Railroad Cost Estimate Summary Sheet

Project Oversight & Plan Review			$ 25,000.00
Construction Management			$ 125,000.00
Contingency @ 25%			$ 37,500.00
Total			$187,500.00

This is only an estimate. Railroad will be reimbursed for actual costs incurred~~, but only pursuant to a written amendment signed by the Parties~~.

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EXHIBIT D

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.
Agency: State of California Department of Transportation and San Bernardino County Transportation Authority
AREMA: American Railway Engineering and Maintenance-of-way Association
Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD: Manual on Uniform Traffic Control Devices
Project: Agency's Project Number 0820000147
Railroad: Union Pacific Railroad Company
Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)
Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)
Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:
Nick Vineyard
(909) 222-5659
nvineyard@benesch.com

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For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Eric Perez
(909) 361-2513
eperez@up.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at http://www.uprr.com/reus/pipeline/install.shtml.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removal or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non-railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

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1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished, and coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C.

B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.

C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment,

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materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.

2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Railroad's Contractor's Right of Entry Agreement, attached as Exhibit **E** or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.

B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.

C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.

D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:

1. Description of work to be done.

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2. The days and hours that work will be performed.
3. The exact location of the work and proximity to the tracks.
4. The type of window and amount of time requested.
5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line.** All work shall be performed in accordance with previously approved work plans.

E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at https://www.up.com/aboutup/community/safety/erailsafe/up-pat/index.htm. This training is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

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1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot and six (6) inch temporary vertical construction clearance defined in section 4.4.1.1 and fifteen (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.

C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.

B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

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1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.

C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:

1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.

2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.

3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.

4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

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B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than fifteen feet (15') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS; CALL BEFORE YOU DIG NUMBER

A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".

B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on

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or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.

C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor, any subcontractors, or employees or agents of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

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Exhibit E
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____,
by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____
_____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating
to
_____
_____
_____
(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision] [Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

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For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B, Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Nick Vineyard
nvineyard@benesch.com
(909) 222-5659

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 6 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the

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execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit D** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 1.09 of **Exhibit D** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
_____
[Insert mailing address]
_____
_____
Attn:_____
Folder No. _____

ARTICLE 8 - DISMISSAL OF CONTRACTOR's EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

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ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad _____ Dollars ($_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By:_____
Title:_____

_____
(Name of Contractor)

By:_____
Title:_____

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Public Highway Overpass 03/01/2013
Standard Form Approved, AVP-Law

EXHIBIT A
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT (Exhibit E)

Exhibit A UPRR will be providing a print showing the general location of the work site.

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EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT (Exhibit E)

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

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C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest

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track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents

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and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

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Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other

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materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

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EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT (Exhibit E)

Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

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C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

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If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where

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the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

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EXHIBIT D
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT (Exhibit E)

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

(i) Waist-length shirts with sleeves.
(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
(iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

(i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 –

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latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.

(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
-

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

(i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

(ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.

(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment

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are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

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(i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.

(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.

(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).

(iv) Avoid walking or standing on a track unless so authorized by the employee in charge.

(v) Before stepping over or crossing tracks, look in both directions first.

(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

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Contract Summary Sheet

General Contract Information

Contract No: 25-1003324 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 02269 Vendor Name: Union Pacific Railroad

Description: I-10 Corridor Contract 2A Temporary Encroachment Agreement

List Any Related Contract Nos.: 23-1002941

Dollar Amount

Original Contract	$	1,736,000.00	Original Contingency		
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**1,736,000.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**1,736,000.00**

Contract Authorization

Board of Directors Date: 06/04/2025 Board Item # 11642

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No No Budget Adjustment

Local Right of Way – Licenses N/A

Accounts Payable

Estimated Start Date: 06/04/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 1,736,000.00	Total Contingency: $ -
GL:	4110	40	0820	0821	53702	41100000	650	MSI Freeway	1,736,000.00	
GL:									.	
GL:										
GL:									-	-
GL:									-	-
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GL:									-	-
GL:									-	-

Heng Chow
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS-25-1003324 (11642 : I-10 Contract 2 C&M Agreement and TEA with UPRR)

Project: 0786242

TEMPORARY ENCROACHMENT AGREEMENT

Alhambra Subdivision, Mile Post 528.54 to 534.09
Rialto, San Bernardino County, California

THIS AGREEMENT is entered into as of the____ day of_____, 20___ ("Effective Date") between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad or Licensor"), and the **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, whose address is 1170 West Third Street, Second Floor, San Bernardino County, California 92410 (hereinafter "Licensee").

RECITALS:

Licensee desires to undertake as its project the temporary maintenance and use of an encroachment to construct a retaining wall outside of the Railroad's right of way (hereinafter the "Project") located between Mile Post 528.54 to 534.09 on the Railroad's right of way or premises on the Alhambra Subdivision in Rialto, San Bernardino County, California, as located and described in the attached **Exhibit A** and **Exhibit A-1** Survey Prints (hereinafter the "Temporary Encroachment Area").

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Article 1. RAILROAD GRANTS RIGHT.

For and in consideration of **One Million Six Hundred Eighty-Six Thousand Dollars ($1,686,000.00)** to be paid by the Licensee to the Licensor upon the execution of this Agreement, and in further consideration of the Licensee's agreement to perform and abide by the terms of this Agreement, including **Exhibit B**, attached hereto and hereby made a part hereof, the Railroad hereby grants to Licensee a Temporary Encroachment Area on the Railroad's property as shown on **Exhibit A** and **Exhibit A-1**. The Licensee's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of the Licensee and its contractors to comply with such provisions. The Temporary Encroachment Area granted herein shall commence as of the Effective Date of this Agreement and continue for three (3) years, or until the project has been completed, whichever occurs earlier.

DRAFT

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract 2 C&M Agreement and TEA with

Article 2. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Licensee to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Article 3. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Project area or premises and any subsequent maintenance and repair work, the Licensee shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Licensee confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0786242

D. If the Licensee's own employees will be performing any of the Project work, the Licensee may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Article 4. FEDERAL AID POLICY GUIDE

If the Licensee will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

DRAFT

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract 2 C&M Agreement and TEA with

Article 5. **NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Licensee agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Article 6. **WORK TO BE PERFORMED BY THE RAILROAD.**

A. The work to be performed by the Railroad, at the Licensee's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated April 17, 2025, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Fifty Thousand Dollars ($50,000.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Licensee in the event the Licensee does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Licensee acknowledges that the Estimate may not include any estimate of flagging or other protective service costs that are to be paid by the Licensee or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Licensee or the Contractor as determined by the Railroad and the Licensee. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Licensee agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Licensee during the Project and final billing to the Licensee within one hundred eighty (180) days after receiving written notice from the Licensee that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Licensee.

E. The Railroad may make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging and other protective services and devices, which in the Railroad's judgment may be or become necessary or expedient within the Railroad's right-of-way because of the Project.

F. The Licensee agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

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Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract 2 C&M Agreement and TEA with

Article 7. CONDITIONS TO BE MET BEFORE LICENSEE CAN COMMENCE WORK

Neither the Licensee nor the Contractor may commence any work within the Project Area or on any other Railroad property until:

(i) The Railroad and Licensee have executed this Agreement.

(ii) The Railroad has provided to the Licensee Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Article 8. EFFECTIVE DATE; TERM.

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force for three (3) years.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Licensee in the event the Licensee does not commence construction on the portion of the Project or use the Project area located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Licensee shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

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Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract 2 C&M Agreement and TEA with

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
_____	_____
Name: _____	Name: Raymond W. Wolfe
Title: _____	Title: Executive Director
	APPROVED AS TO FORM:
	_____
	Name: Julianna K. Tillquist
	Title: SBCTA General Counsel

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Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract 2 C&M Agreement and TEA with

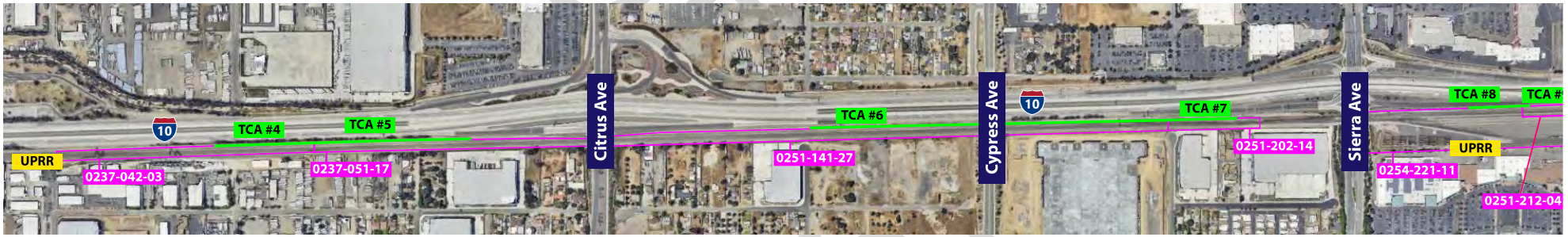
EXHIBIT A

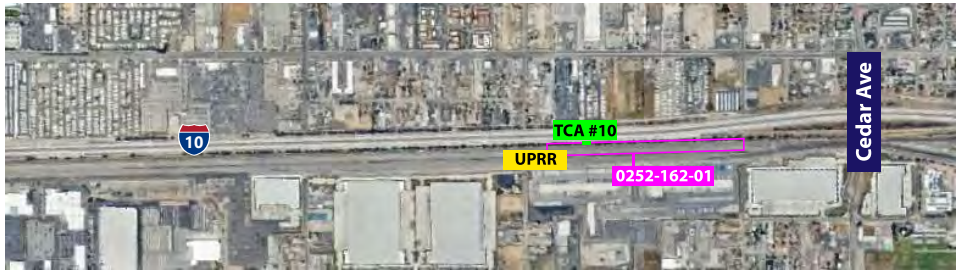
Survey Print

DRAFT

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract 2 C&M Agreement and TEA with

I-10 Corridor and Freight Express Lane Project - Contract 2 PS&E
Segment 2A Right-Of-Way Appraisal Exhibits - UPRR Review
UPRR Project No. 786242





Locations are approximate.

Index of Drawings

	Right-Of-Way Impact	Parcel ID	Drawing Name
Appraisal Report Parcel 3	TCA #1	0236-011-10	01 X-AP-MAP-UPRR_023601110_Combined
	TCA #2	0236-031-14	02 X-AP-MAP-UPRR_023603114_SHT1
	TCA #3	0236-031-15	03 X-AP-MAP-UPRR_023603115_SHT1
Appraisal Report Parcel 4	TCA #4	0237-042-03	04 X-AP-MAP-UPRR_023704203_SHT1
	TCA #5	0237-051-17	05 X-AP-MAP-UPRR_023705117_SHT1
	TCA #6	0251-141-27	06 X-AP-MAP-UPRR_025114127_Combined
	TCA #7	0251-202-14	07 X-AP-MAP-UPRR_025120214_SHT1
Appraisal Report Parcel 5	TCA #8	0254-221-11	08 X-AP-MAP-UPRR_025422111_SHT1
	TCA #9	0251-212-04	09 X-AP-MAP-UPRR_025121204_SHT1
	TCA #10	0252-162-01	10 X-AP-MAP-UPRR_025216201_SHT1

Legend:

- Temporary Construction Area (TCA)
- Parcel Boundary

Prepared By: advanced civil technologies

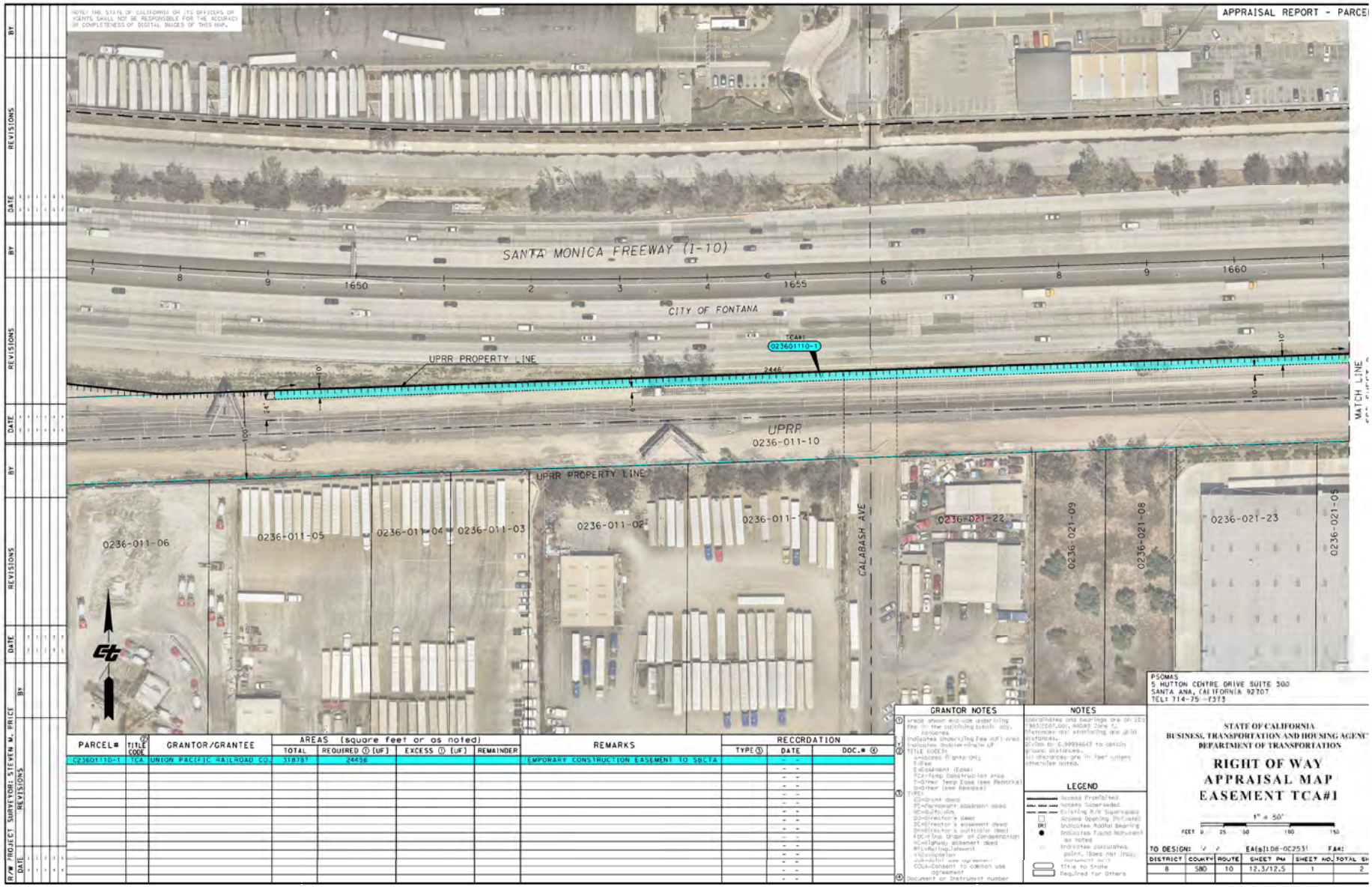
Date Prepar
02.03.202

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract

EXHIBIT A-1

DRAFT

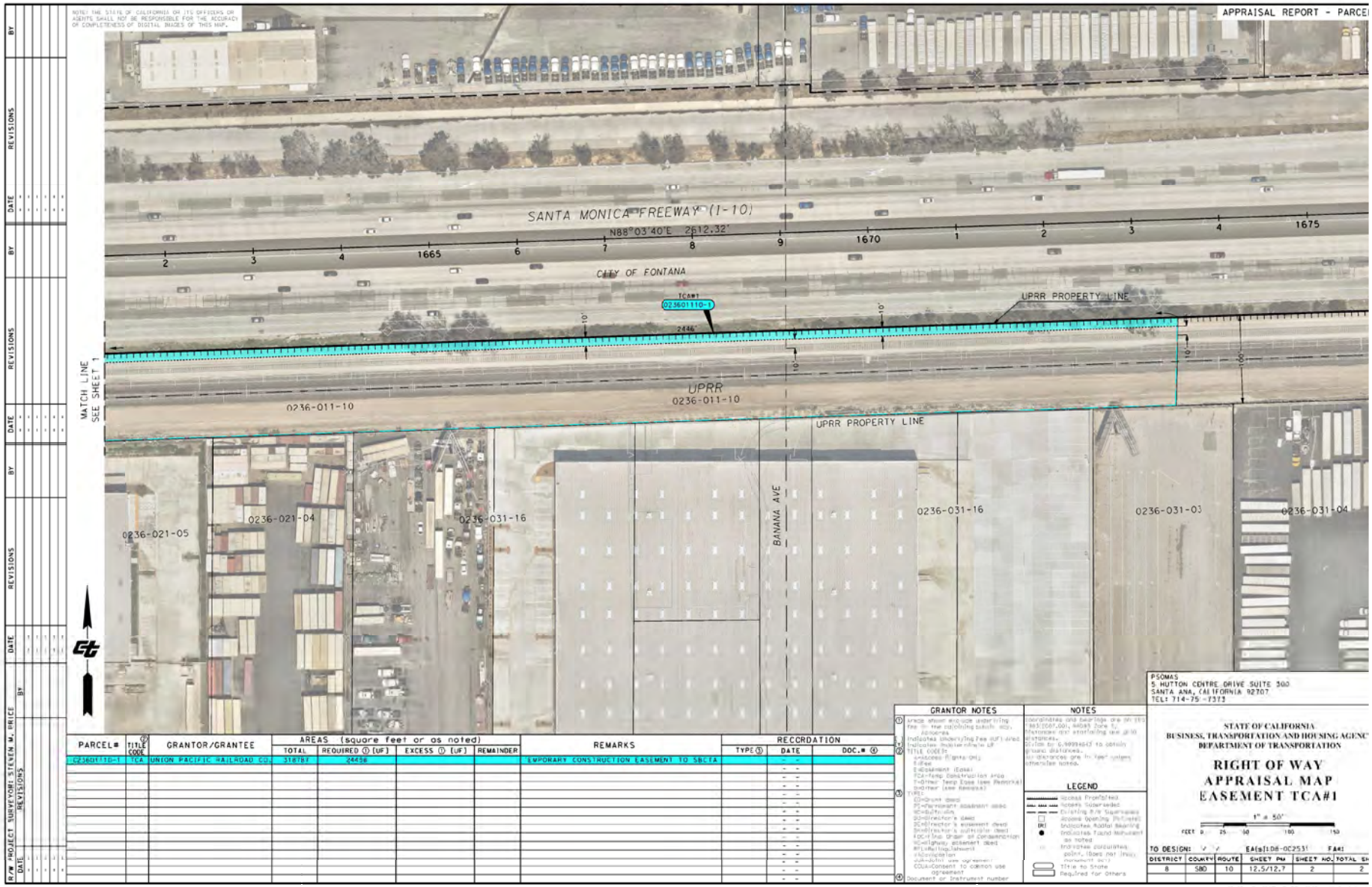
Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract 2 C&M Agreement and TEA with



PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED ① [UF]	EXCESS ① [UF]	REMAINDER	REMARKS	RECORDATION TYPE ③	DATE	DOC.# ④
023601110-1	TCA	UNION PACIFIC RAILROAD CO.	518737	2445S			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA			

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SH
8	SBD	10	12.3/12.5	1	2

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract



PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED ① [UF]	EXCESS ① [UF]	REMAINDER	REMARKS	RECORDATION TYPE③	DATE	DOC.# ④
023601110-1	TCA	UNION PACIFIC RAILROAD CO.	31878?	2445?			EMPORARY CONSTRUCTION EASEMENT TO SBCTA			

GRANTOR NOTES

NOTES

LEGEND

PSOMAS
5 HUTTON CENTRE DRIVE SUITE 300
SANTA ANA, CALIFORNIA 92707
TEL: 714-751-7373

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

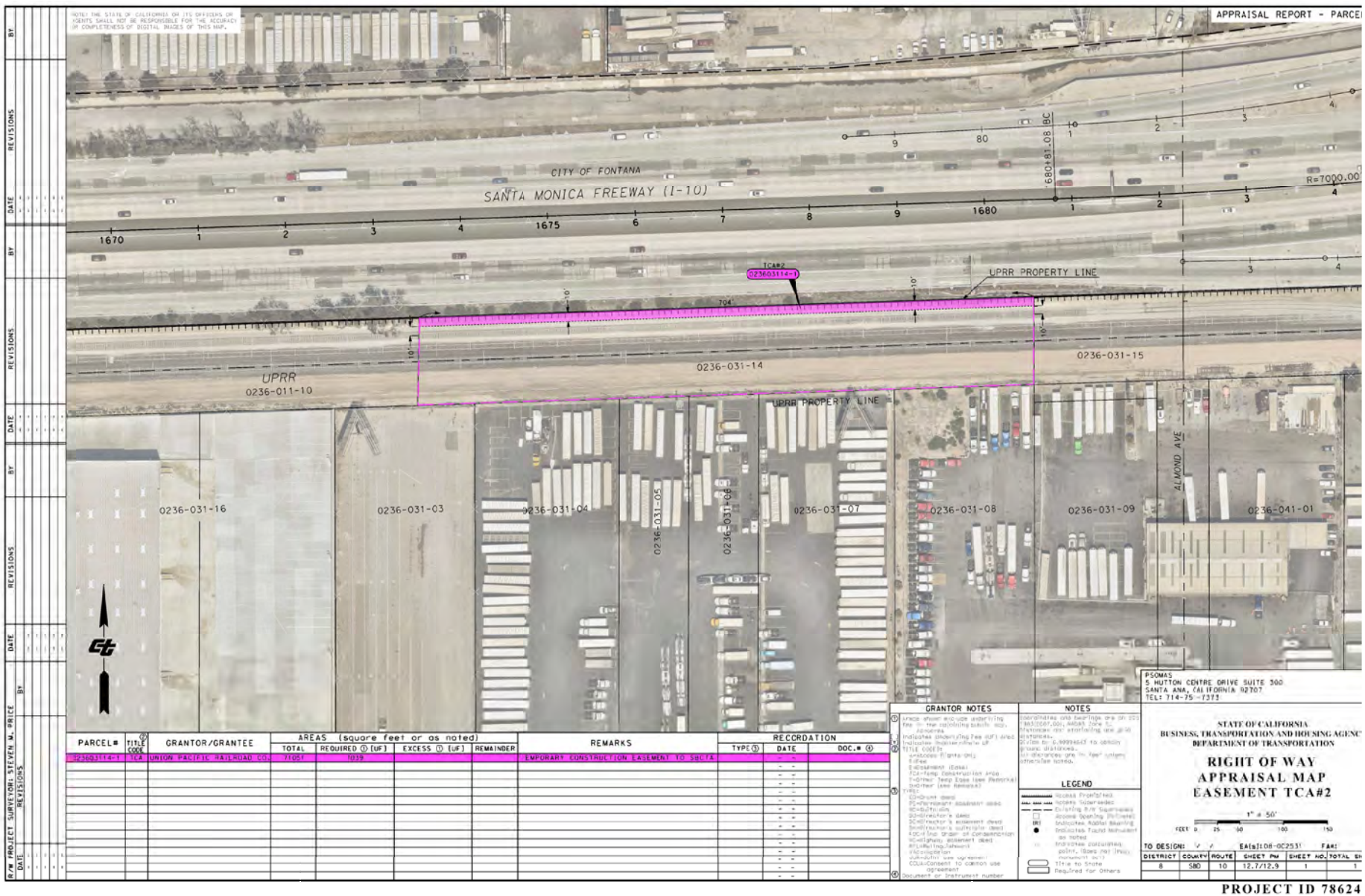
RIGHT OF WAY
APPRAISAL MAP
EASEMENT TCA#1

1" = 50'

TO DESIGN:			EA:	FA#:		
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SH	
8	SBD	10	12.5/12.7	2	2	

PROJECT ID 78624

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract



PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED ① [UF]	EXCESS ① [UF]	REMAINDER	REMARKS	RECORDATION TYPE ③	DATE	DOC.# ④
323603114-1	TCA	UNION PACIFIC RAILROAD CO.	71051	7039			EMPORARY CONSTRUCTION EASEMENT TO SBCTA			

TO DESIGN:			EA(s): 08-0C2531		FA#:	
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SH
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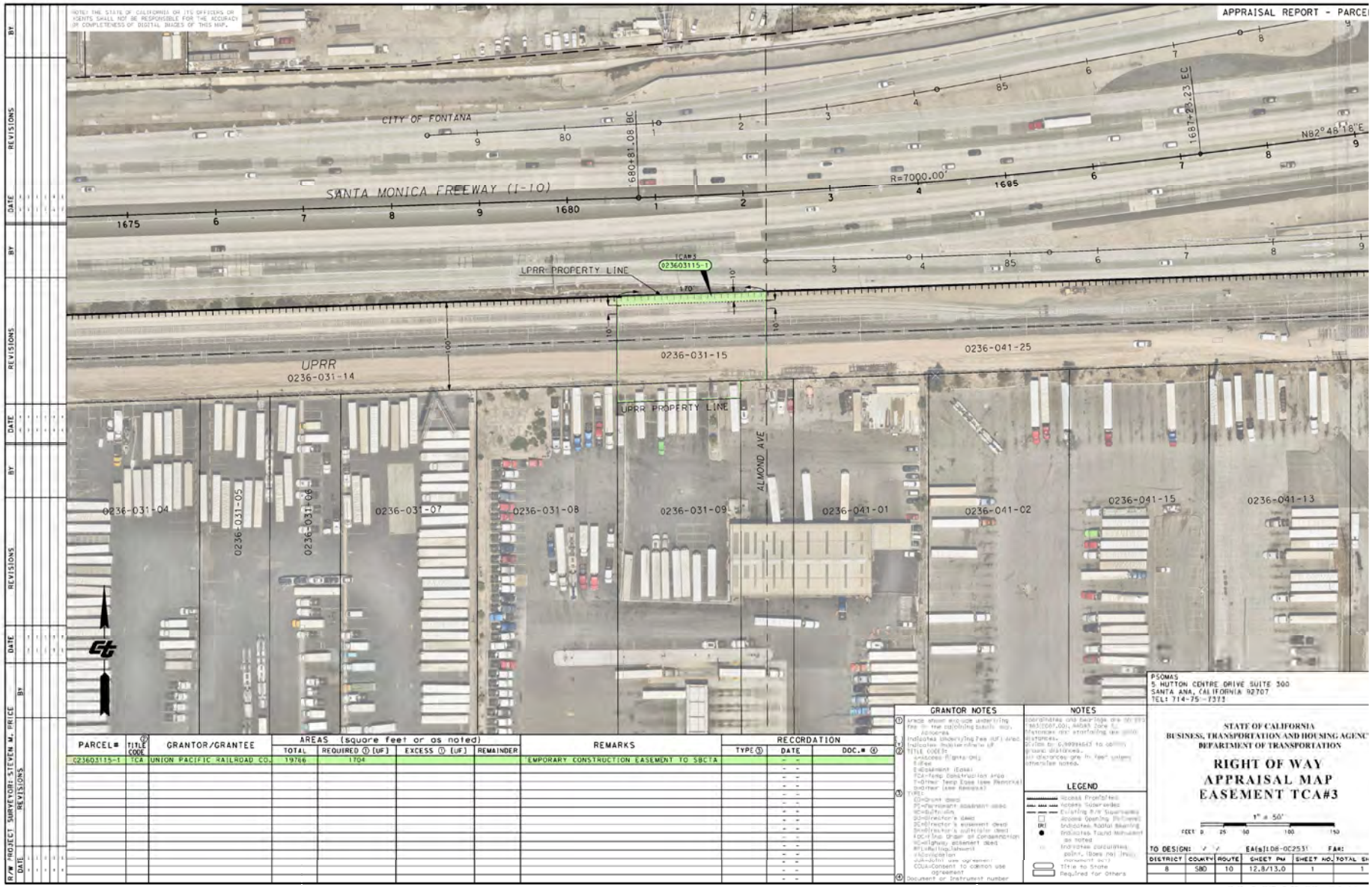
Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract



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023603115-1	TCA	UNION PACIFIC RAILROAD CO.	19766	1704			EMPORARY CONSTRUCTION EASEMENT TO SBCTA			

TO DESIGN:		EA(s)1D8-0C253!		FA#:	
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SH
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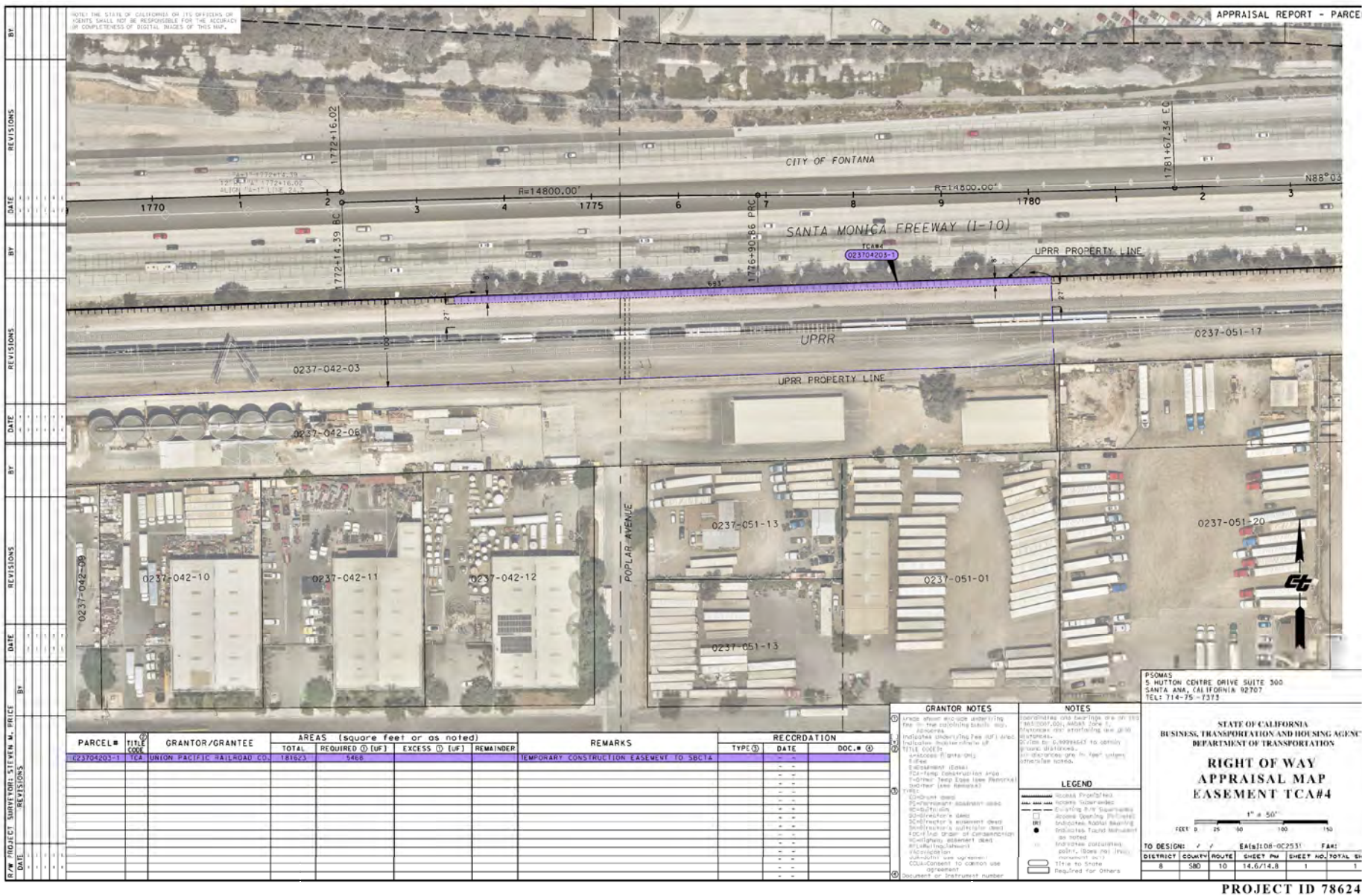
Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract

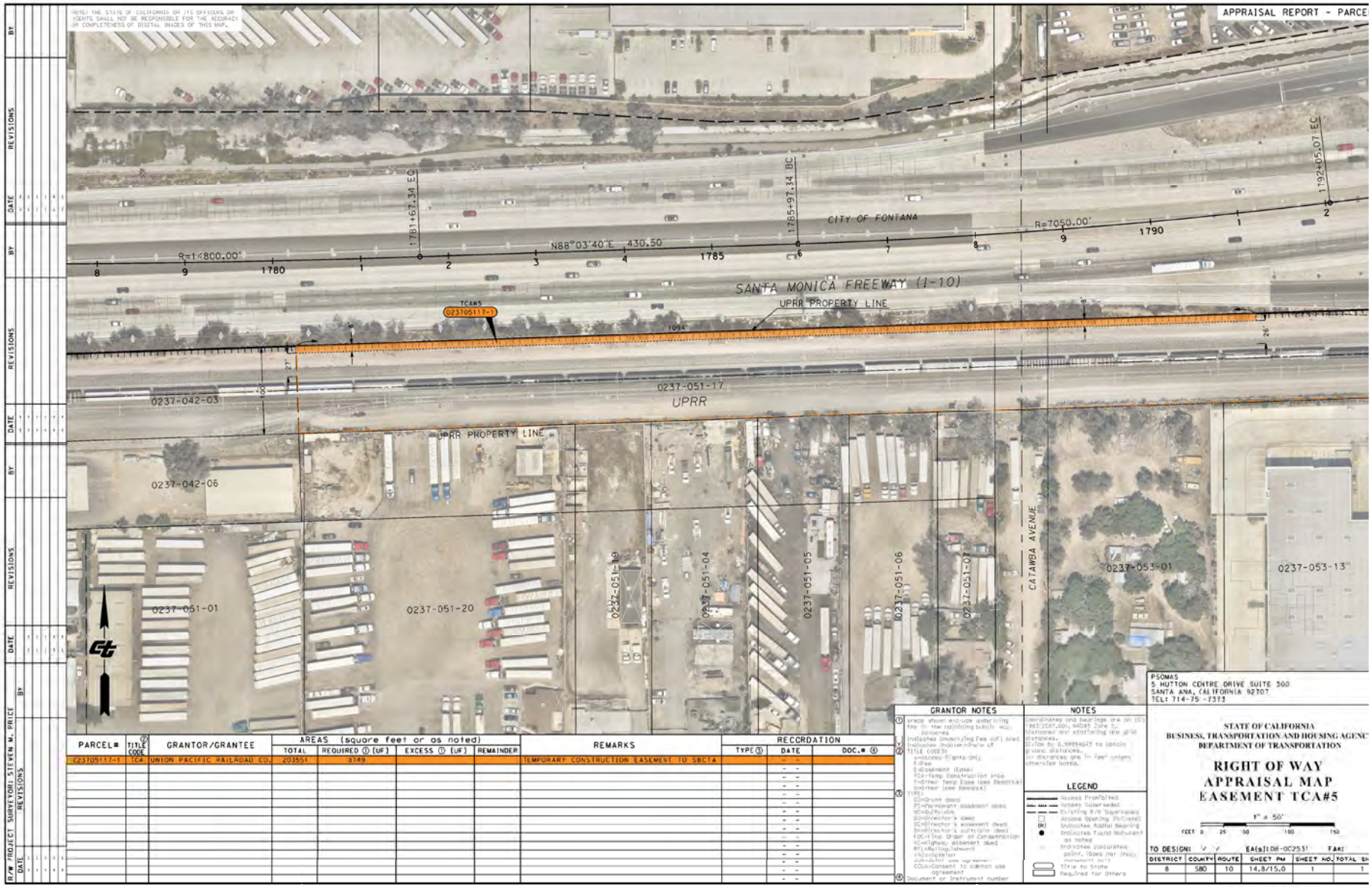


PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED ① [UF]	EXCESS ① [UF]	REMAINDER	REMARKS	RECORDATION TYPE ③	DATE	DOC.# ④
023704203-1	TCA	UNION PACIFIC RAILROAD CO.	181623	5468			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA			

TO DESIGN:		EA(s)10B-0C253!		FA#:	
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SH
8	SBD	10	14.6/14.8	1	1

PROJECT ID 78624

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract



PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED ① [UF]	EXCESS ① [UF]	REMAINDER	REMARKS	RECORDATION TYPE ③	DATE	DOC.# ④
023705117-1	TCA	UNION PACIFIC RAILROAD CO.	203551	8749			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA			

GRANTOR NOTES

NOTES

LEGEND

PSOMAS
5 HUTTON CENTRE DRIVE SUITE 300
SANTA ANA, CALIFORNIA 92707
TEL: 714-751-7373

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
EASEMENT TCA#5

1" = 50'

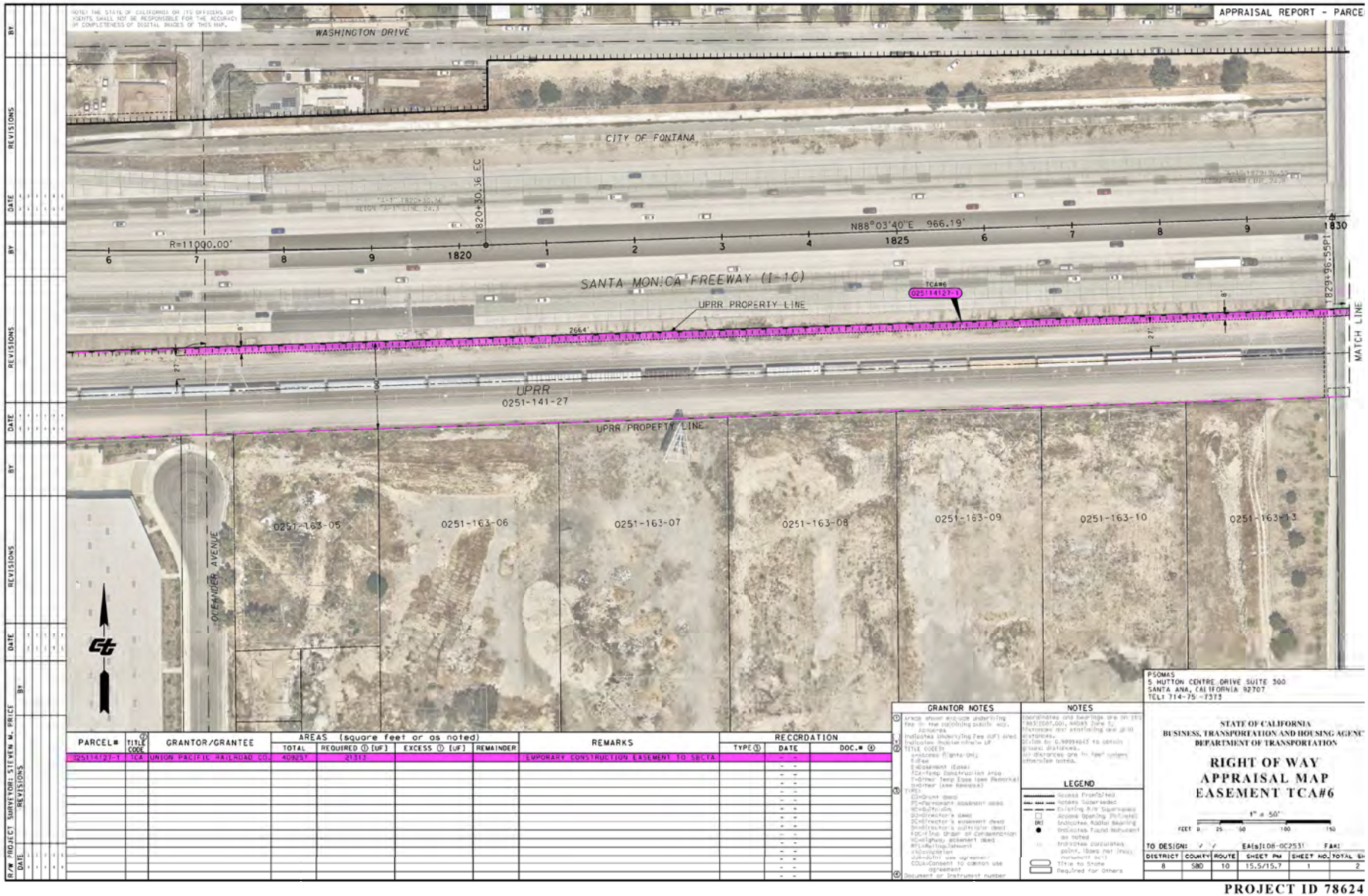
TO DESIGN:		EA(s): 08-0C2531		FAA:	
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SH
8	SBD	10	14.8/15.0	1	1

PROJECT ID 78624

R/W PROJECT SURVEYOR: STEVEN M. PRICE

REVISIONS | DATE | BY

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract



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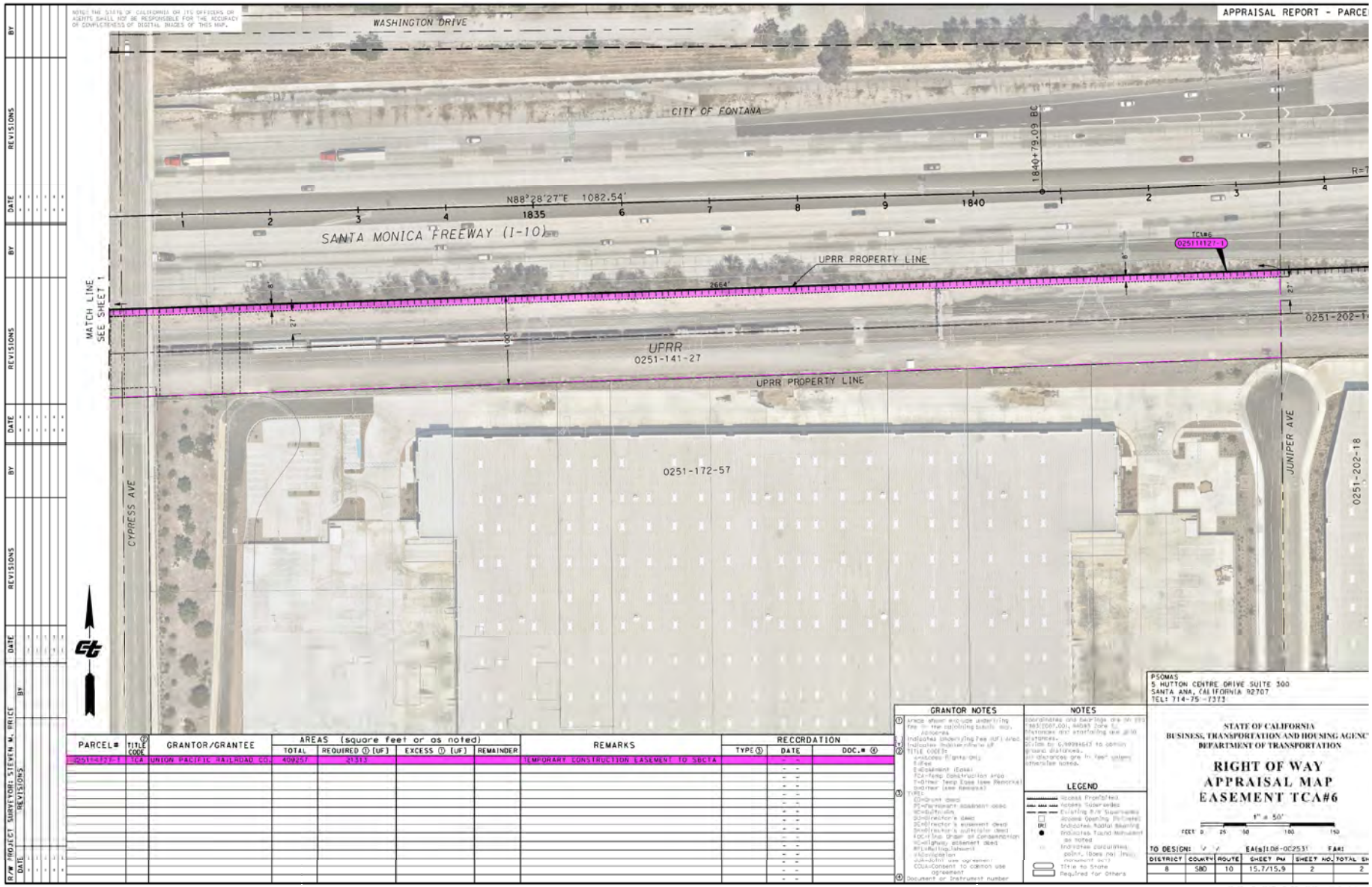
0251141271-1	TCA	UNION PACIFIC RAILROAD CO.	409257	21513			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA			

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SH
8	SBD	10	15.5/15.7	1	2

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract



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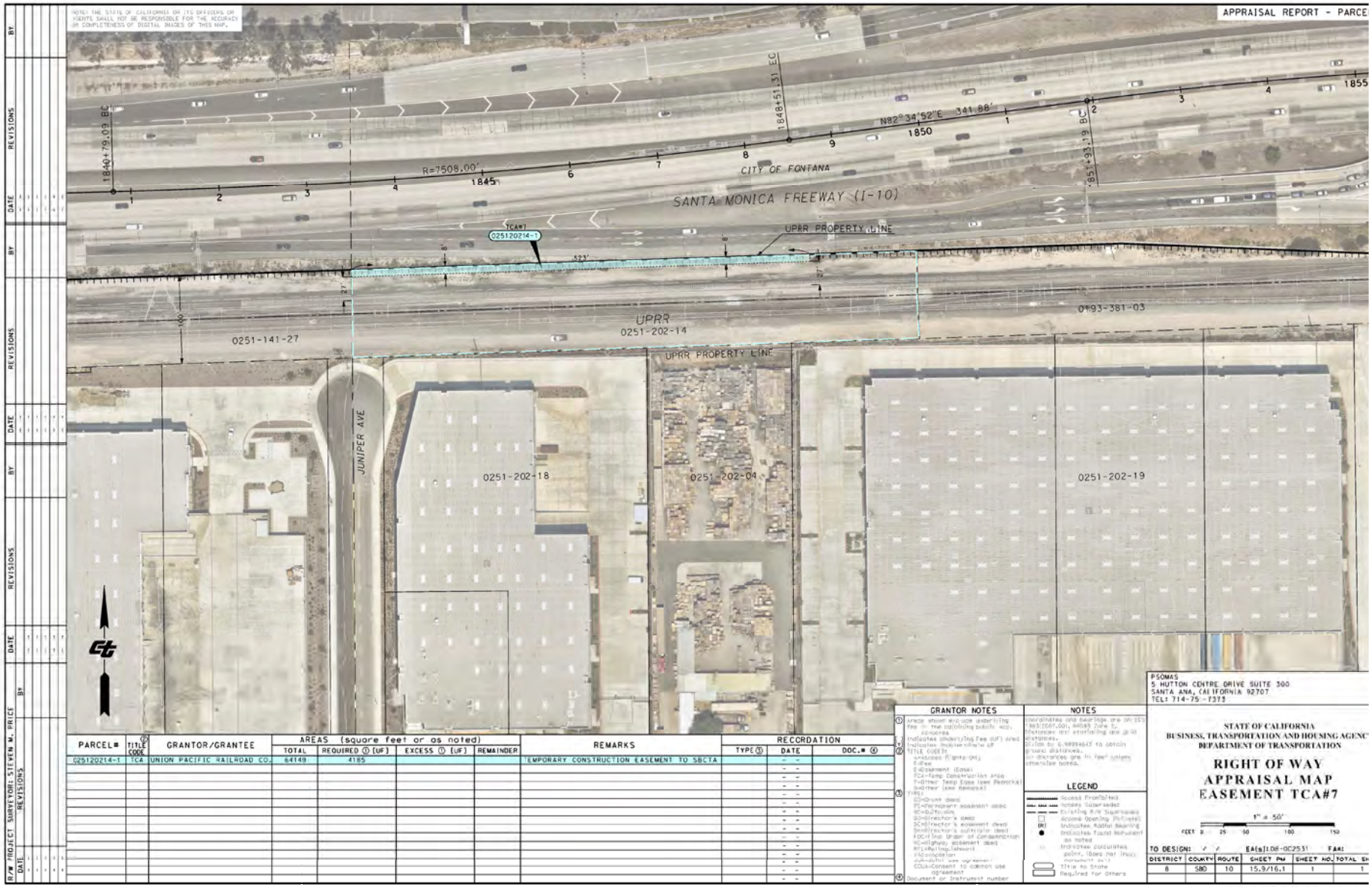
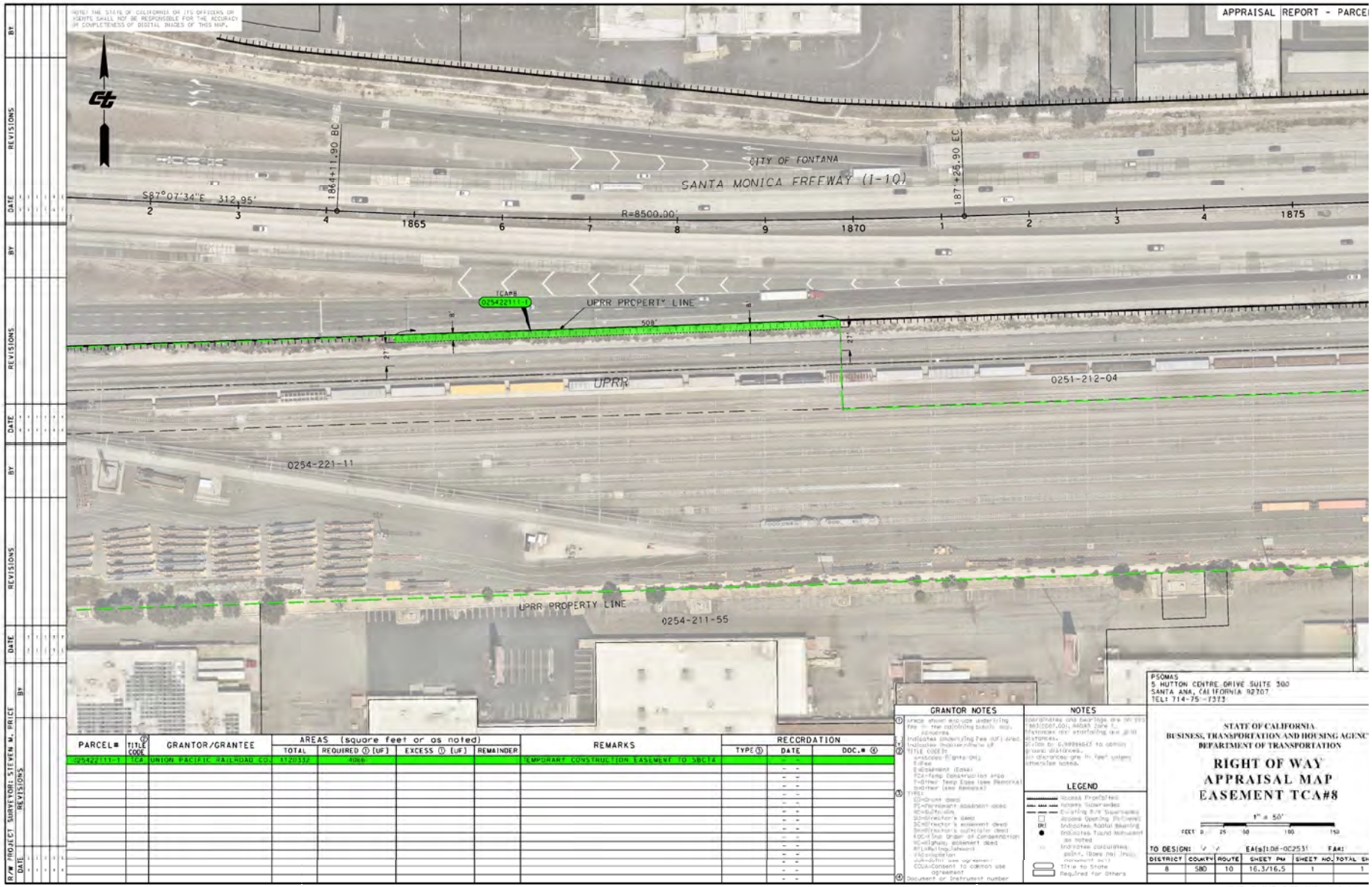


PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER	REMARKS	RECORDATION TYPE	DATE	DOC.#
025120214-1	TCA	UNION PACIFIC RAILROAD CO.	64149	4185			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA			

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SH
8	SBD	10	15.9/16.1	1	1

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract



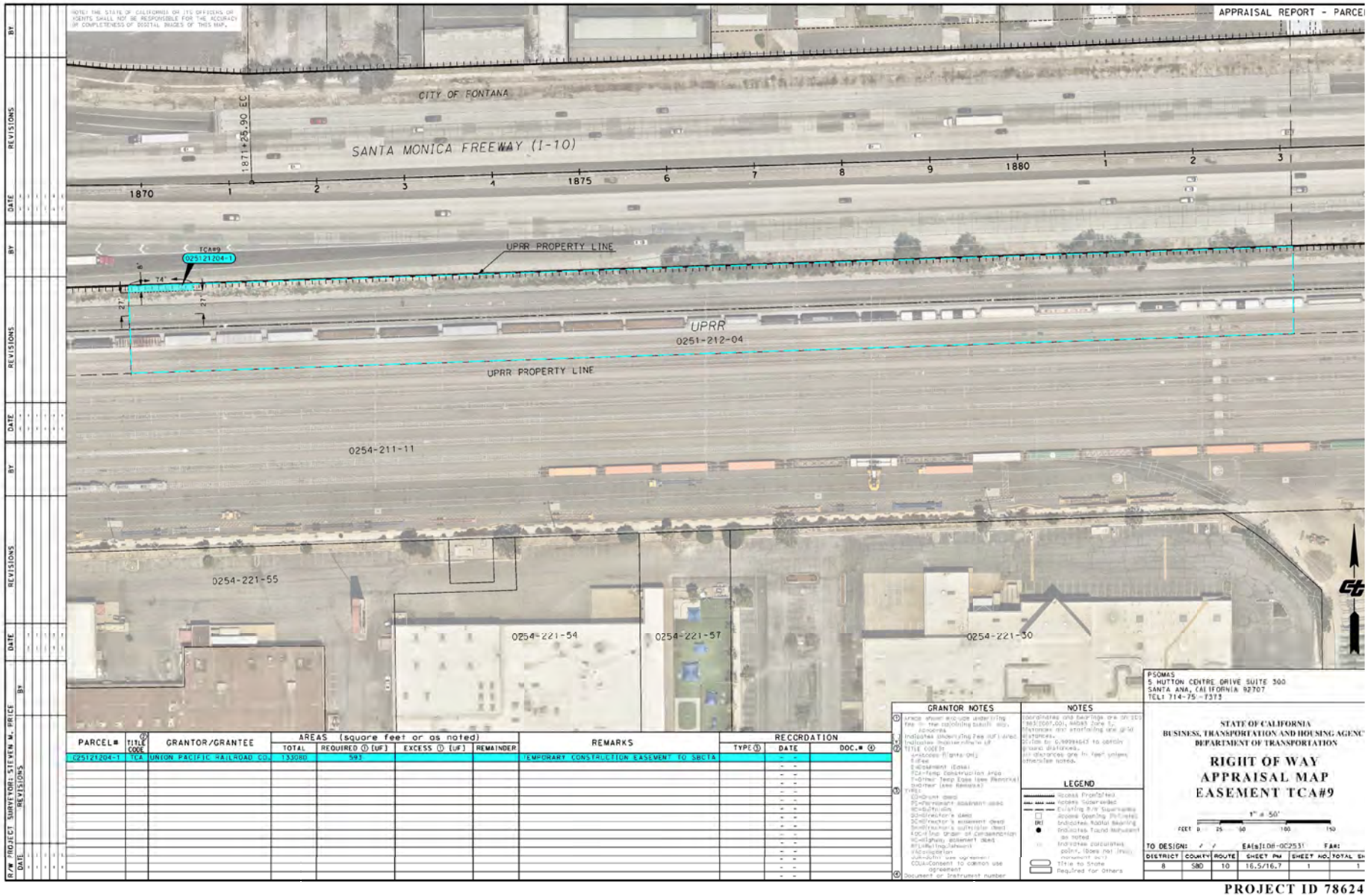
PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED ① [UF]	EXCESS ① [UF]	REMAINDER	REMARKS	RECORDATION TYPE ③	DATE	DOC.# ④
0254221111	TCA	UNION PACIFIC RAILROAD CO.	1120332	4066			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA			

R/W PROJECT SURVEYOR: STEVEN M. PRICE	DATE	BY	REVISIONS

TO DESIGN:	EA[s]: 08-0C253	FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SH
8	SBD	10	16.3/16.5	1	1

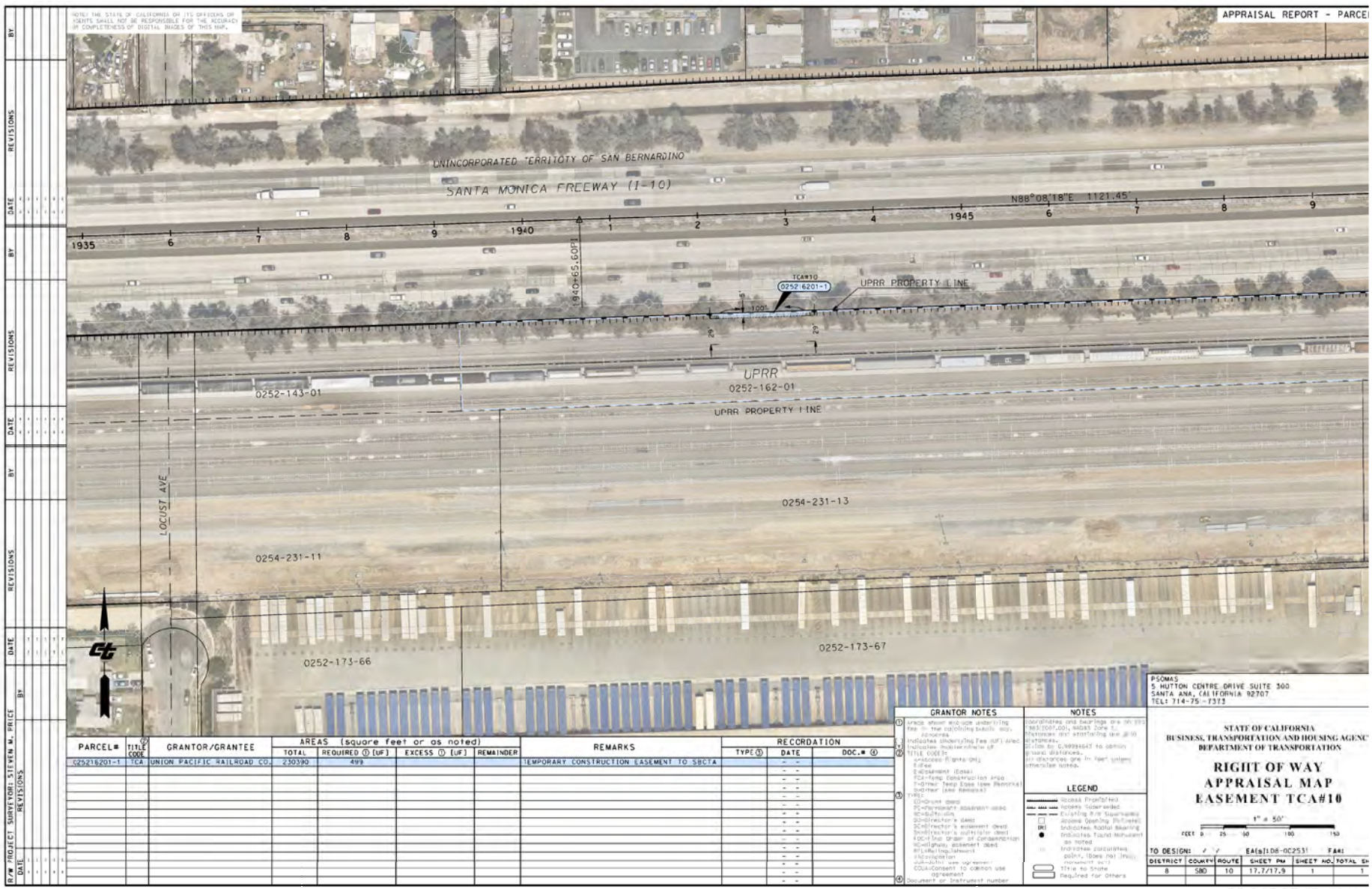
Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract



PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER	REMARKS	RECORDATION TYPE	DATE	DOC.#
025121204-1	TCA	UNION PACIFIC RAILROAD CO.	133080	593			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA			

TO DESIGN:		EA(s): 08-0C253		FA#:	
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SH
8	SBD	10	16.5/16.7	1	1

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract



PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER	REMARKS	RECORDATION TYPE	DATE	DOC.#
025216201-1	TCA	UNION PACIFIC RAILROAD CO.	230390	499			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA			

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SH
8	SBD	10	17.7/17.9	1	1

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract

PRX 880805 A
Form Approved, AVP-Law

Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract 2 C&M Agreement and TEA with

EXHIBIT B

SECTION 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The rights granted to the Licensee are subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire railroad right of way, and are also subject to the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other wire lines, pipelines and other facilities upon, along or across any or all parts of said right of way, any of which may be freely done at any time by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The Licensee's rights are also subject to all outstanding superior rights (including those in favor of licensees, lessees of said right of way, and others) and the right of the Licensor to renew and extend the same, and are granted without covenant of title or quiet enjoyment.

(c) It is expressly stipulated that the Temporary Encroachment Area is to be a strictly private one and is not intended for public use. The Licensee, without expense to the Licensor, will take any and all necessary action to preserve the private character of the Temporary Encroachment Area and prevent its use as a public road.

SECTION 2. MAINTENANCE AND USE.

(a) The Licensee, at its own expense, shall maintain the Temporary Encroachment Area and shall keep the rail flangeways clear of obstructions.

(b) The Licensee shall, at its sole expense, maintain, repair, renew and replace any gates, cattle guards, drainage facilities, traffic signs or devices, identification signs approved by the Licensor or other appurtenances shown on Exhibit "A" and "A-1". The Licensee shall, at its own expense, install and thereafter maintain any such appurtenances that may subsequently be required by the Licensor, by law, or by any public authority having jurisdiction. The Licensee shall control vegetation along the right of way on each side of the crossing so that the Licensee's line of sight to approaching trains is not impaired or obstructed by vegetation. All work performed by the Licensee on the right of way shall be done to the satisfaction of the Licensor.

(c) The Licensee shall keep any gate affording access to the Temporary Encroachment Area closed and locked at all times except during the time of actual passage through it onto or from the Temporary Encroachment Area. The Licensee shall not do, suffer or permit anything which will or may obstruct, endanger or interfere with, hinder or delay the maintenance and operation of the Licensor's railroad tracks or appurtenant facilities or the facilities or equipment of others lawfully using the Licensor's property.

SECTION 3. MODIFICATION OR RELOCATION OF TEMPORARY ENCROACHMENT AREA.

Whenever the Licensor deems it necessary or desirable in the furtherance of its railroad operating requirements or for the improvement and use of its property to modify or relocate the Temporary Encroachment Area:

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(1) the Licensor shall, at the sole expense of the Licensee, modify or move the Temporary Encroachment Area, and the appurtenances thereto.

All the terms of this agreement shall govern the continued maintenance and use of the Temporary Encroachment Area as modified or relocated pursuant to this section.

SECTION 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Licensor's premises.

(b) In addition to the liability terms elsewhere in this Agreement, the Licensee shall indemnify and hold the Licensor harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Licensee, its contractor, agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by the Licensee, and/or its contractor, agents and/or employees, on Licensor's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

SECTION 5. INDEMNITY.

The Licensee assumes the risk of and shall indemnify and hold harmless the Licensor and other railroad companies which use the property of the Licensor, their officers, agents and employees, against and from any and all loss, damages, claims, demands, actions, causes of action, costs, attorneys' fees, fines, penalties and expenses of whatsoever nature (hereinafter "Loss") which may result from: (1) injury to or death of persons whomsoever, (including officers, agents and employees of the Licensor and of the Licensee, as well as other persons); (2) loss of or damage to property whatsoever (including damage to property of or in the custody of the Licensee and damage to the roadbed, tracks, equipment or other property of or in the custody of the Licensor and such other railroad companies, as well as other property); or (3) the Licensee's failure to comply with any federal, state or local law, regulation, or enactment; when such Loss is due to or arises in connection with or as a result of:

(a) the construction of the Temporary Encroachment Area;

(b) any work done by the Licensee on or in connection with the Temporary Encroachment Area;

(c) the use of said Temporary Encroachment Area by the Licensee, or the officers, agents, employees, patrons or invitees of the Licensee, or by any other person;

(d) the use of said Temporary Encroachment Area by the Licensee's successors or assigns or the officers, agents, employees, patrons or invitees of the Licensee's successors or

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assigns until the Licensee either complies with the provisions of Section 8 or terminates the agreement as provided in Section 6; or

(e) the breach of any covenant or obligation assumed by or imposed on the Licensee pursuant to this agreement, or the failure of the Licensee to promptly and fully do any act or work for which the Licensee is responsible pursuant to this agreement; regardless of whether such Loss is caused solely or contributed to in part by the negligence of the Licensor, its officers, agents or employees.

SECTION 6. TERMINATION ON BREACH OR ON NOTICE.

(a) It is agreed that the breach of any covenant, stipulation or condition herein contained to be kept and performed by the Licensee shall, at the option of the Licensor, forthwith work a termination of this agreement and all rights of the Licensee hereunder. A waiver by the Licensor of a breach by the Licensee of any covenant or condition of this agreement shall not impair the right of the Licensor to avail itself of any subsequent breach thereof.

(b) This agreement may be terminated by either party on thirty (30) days' written notice to the other party.

SECTION 7. REMOVAL OF TEMPORARY ENCROACHMENT AREA.

(a) Upon termination of this agreement howsoever, the Licensor shall, at the sole expense of the Licensee, remove said Temporary Encroachment Area and restore the premises of the Licensor to a condition comparable to that existing immediately prior to the construction of said Temporary Encroachment Area.

(b) In the event of the removal of the Temporary Encroachment Area as in this section provided, the Licensor shall not be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall not prejudice or impair any right of action for damage, or otherwise, which the Licensor may have against the Licensee.

SECTION 8. ASSIGNMENT.

The Licensee shall not assign this agreement, or any interest therein to any purchaser, lessee or other holder of the property served by the crossing or to any other person, without the written consent of the Licensor. If the Licensee fails to secure the Licensor's consent to any assignment, the Licensee will continue to be responsible for obligations and liabilities assumed herein.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 8 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

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PRX 880805 A
Form Approved, AVP-Law

EXHIBIT C

Estimate

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EXHIBIT C

ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:
4/17/2025

LOCATION:	**SUBDIVISION**	**STATE:**
San Bernardino County		
DOT: N/A	**Alhambra**	**CA**

DESCRIPTION	**LABOR**	**MATERIAL**	**UP %0**	**Agency % 100**	**TOTAL**
ENGINEERING					
Project Management	$ 25,000	$ -	$ -	$ 25,000.00	**$ 25,000**
Construction Management	$ 25,000	$ -	$ -	$ 25,000.00	**$ 25,000**
TOTAL PROJECT:	**$ 50,000**	**$ -**	**$ -**	**$ 50,000.00**	**$50,000**

TOTAL ESTIMATED COST: **$50,000**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

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EXHIBIT D

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the_____day of_____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a_____corporation ("Contractor").

RECITALS:

Contractor has been hired by_____to perform work relating to_____(the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____on Railroad's_____[Subdivision or Branch] [at or near DOT No. _____located at or near_____, in_____County, State of_____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated_____between Railroad and_____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

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ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: _____ PM: _____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B.** The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until , unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

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E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
[Insert mailing address]
Attn:
Project No. 0786242

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad no fee as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

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IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

_____
(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

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EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

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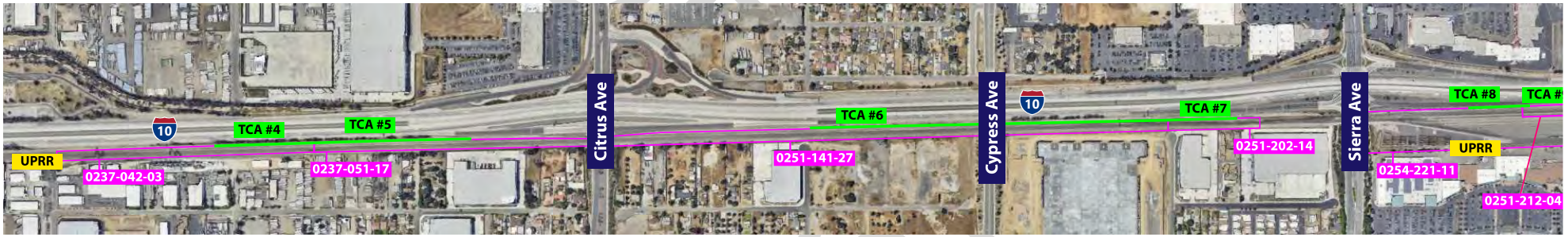
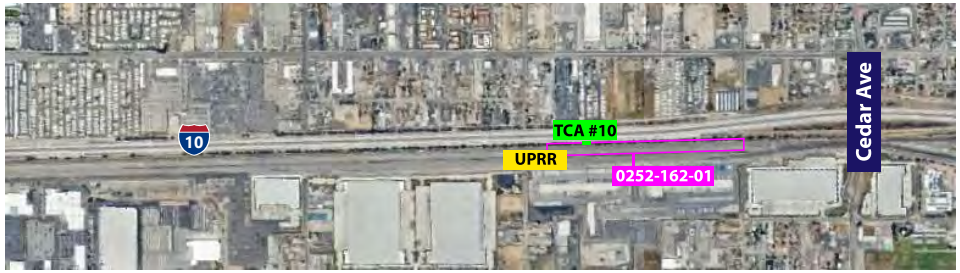
I-10 Corridor and Freight Express Lane Project - Contract 2 PS&E
Segment 2A Right-Of-Way Appraisal Exhibits - UPRR Review
UPRR Project No. 786242





Locations are approximate.

Index of Drawings

	Right-Of-Way Impact	Parcel ID	Drawing Name
Appraisal Report Parcel 3	TCA #1	0236-011-10	01 X-AP-MAP-UPRR_023601110_Combined
	TCA #2	0236-031-14	02 X-AP-MAP-UPRR_023603114_SHT1
	TCA #3	0236-031-15	03 X-AP-MAP-UPRR_023603115_SHT1
Appraisal Report Parcel 4	TCA #4	0237-042-03	04 X-AP-MAP-UPRR_023704203_SHT1
	TCA #5	0237-051-17	05 X-AP-MAP-UPRR_023705117_SHT1
	TCA #6	0251-141-27	06 X-AP-MAP-UPRR_025114127_Combined
	TCA #7	0251-202-14	07 X-AP-MAP-UPRR_025120214_SHT1
Appraisal Report Parcel 5	TCA #8	0254-221-11	08 X-AP-MAP-UPRR_025422111_SHT1
	TCA #9	0251-212-04	09 X-AP-MAP-UPRR_025121204_SHT1
	TCA #10	0252-162-01	10 X-AP-MAP-UPRR_025216201_SHT1

Legend:

- Temporary Construction Area (TCA)
- Parcel Boundary

Prepared By: advanced civil technologies

Date Prepar
02.03.202

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EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

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paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

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Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cabl systems is of extreme importance since any break could disrupt service to users resulting in business interruptio and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the require form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locato and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence an Work until all such protection or relocation (if applicable) has been accomplished.

B. **IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessar permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting th Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in th prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible fo initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contracto shall, at a minimum, comply with Railroad's then current safety standards located at the below web addres ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

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determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

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Attachment: [PDF] 25-1003324 Temp Roadway Encroachment Form (I 10) Rialto CA (11642 : I-10 Contract 2 C&M Agreement and TEA with

CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

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EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence

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and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

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K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

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Minute Action

AGENDA ITEM: 45

Date: June 4, 2025

Subject:
Regional Early Action Planning (REAP) 2.0 CTC Partnership Project List Amendment

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

Approve the following modifications to the Southern California Association of Governments for the Regional Early Action Planning (REAP) 2.0 County Transportation Commission (CTC) Partnership Program project list:

A. Deallocate $975,000 from the City of Rancho Cucamonga Haven/Foothill Complete Streets Project and allocate it to the City of Montclair Fremont Avenue/Arrow Highway Active Transportation Project.

B. Allocate $1,000,000 of REAP 2.0 CTC Partnership Program contingency funds to the City of Big Bear Lake Active Transportation Connectivity Project/Plan pending project scope and schedule determination.

Background:
On September 7, 2022, the San Bernardino County Transportation Authority (SBCTA)/ San Bernardino Council of Governments (SBCOG) Board of Directors (Board) authorized staff to submit grant applications for the Regional Early Action Planning (REAP) 2.0 Program. The expenditure deadline for this program is June 30, 2026. The Board also authorized the Executive Director, or his designee, to approve the Scope of Work (SOW) and sign the grant applications. Furthermore, the Board also authorized the Executive Director, or his designee, to negotiate and execute future restricted REAP 2.0 Grant Agreements with Southern California Association of Governments (SCAG), subject to approval as to form by General Counsel, if the applications were successful and funds were awarded to SBCTA/SBCOG.

Pursuant to the above authorization received from the Board, SBCTA executed a funding agreement with SCAG on July 25, 2024. This was the first funding agreement that SBCTA/SBCOG has executed for the REAP 2.0 Program, for a total amount of $9,564,868. The Memorandum of Understanding (MOU) (Funding Agreement) was for the California Transportation Commission (CTC) Partnership Program that funded two major projects – a Vehicle Miles Traveled Mitigation Bank ($3,045,000) and a Multimodal Complete Streets Program ($6,519,868). As projects progressed, the need for amendments to the funding agreements arose, and staff have been actively amending the MOU with SCAG to allow various programmatic changes to be included in the MOU to reduce risk to the agency.

At the January 2025 Board meeting, the Board authorized the Executive Director, or his designee, to negotiate and execute MOUs and funding agreements with member jurisdictions for REAP 2.0 programs. This allowed SBCTA to negotiate and sign further funding agreements with our member jurisdictions to pass some of the REAP 2.0 funding through to the agencies if they wanted to take the lead on completing the REAP 2.0 projects. The Board action was needed to address challenges with the REAP 2.0 CTC Complete Streets MOU that became evident when SBCTA staff began working with General Counsel on a pass-through funding agreement with the City of Montclair to construct an active transportation project on Arrow Highway and Fremont Avenue.

Entity: San Bernardino County Transportation Authority

As a result, SBCTA and SCAG have negotiated and executed amendments to the funding agreement. These amendments clarify the authority for SBCTA to pass through REAP 2.0 funds to local jurisdictions and outline the roles and responsibilities of each party involved. However, the additional amendments are currently being processed. The new amendments aim to resolve a technical discrepancy between the language of the funding agreement and the attached SOW deliverables. These amendments to the SCAG MOU must be completed before SBCTA can execute the agreement with the City of Montclair and flow down the MOU terms to the City. This contract approval is being processed through an Executive Director approval process at the staff level.

The January agenda item also included a revised project list for REAP 2.0, which allocated $975,000 in construction funds for the City of Montclair's Fremont Avenue/Arrow Highway project. SBCTA is working to help the City of Montclair avoid the federalization of this project by exchanging Federal Carbon Reduction Program funds with the State REAP 2.0 funds. The funds from the Carbon Reduction Program will instead be allocated to the Haven Avenue/Foothill Boulevard Complete Streets project in Rancho Cucamonga. (A separate consent item for the Board is included in the agenda packet to address this funding exchange.)

Thus, staff would like to request a formal approval of the following modification to the project list to SCAG for the REAP 2.0 CTC Partnership Program funding: Deallocate $975,000 originally allocated to the City of Rancho Cucamonga Haven Avenue/Foothill Boulevard Complete Streets Project, and allocate the $975,000 to the City of Montclair for the Fremont Avenue/Arrow Highway Active Transportation Project. Although the project list amendment was included in the background section of the January 2025 Board agenda item, staff did not include a recommendation requesting approval of the new project list. Approval of this agenda item will formally amend the REAP 2.0 project list, which will be submitted to SCAG.

Staff also requests $1,000,000 of REAP 2.0 CTC Partnership Program contingency funds for the City of Big Bear Lake Active Transportation Connectivity Project, pending scope and schedule determination. Recently, the City of Big Bear Lake made a request for funding to improve the connectivity of various active transportation corridors throughout the City. Staff would like to explore options with the City of Big Bear Lake using REAP 2.0 unallocated contingency funds to scope the project.

Project List Amendment for SBCTA REAP 2.0 CTC Partnership Program - Jurisdiction Multimodal Complete Streets Project Activities ($6,519,868 – see strikeout for deleted project and colored text for added projects)

A. City of Fontana - Sierra Avenue Complete Streets ($993,300)
B. City of Ontario - Mission Boulevard and Bon View Avenue Improvements for the Vista Verde II Residential Development Project ($750,750)
C. ~~City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets~~ (Removed but will receive additional Carbon Reduction Program funds)
D. City of Twentynine Palms - Affordable Housing and Pedestrian Improvements ($513,381)
E. City of Upland - Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project ($958,650)
F. City of Rialto - Metrolink Station Area Complete Streets Visioning ($303,787)
G. City of Colton – Multimodal Complete Streets Project ($300,000)
H. City of Montclair – Fremont Avenue/Arrow Highway Active Transportation Project ($975,000)
I. City of Big Bear Lake – Active Transportation Connectivity Project ($1,000,000)

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. Due to the extremely tight deadline associated with the REAP 2.0 grant funding, it is being presented directly to the Board.

Responsible Staff:
Josh Lee, Deputy Director of Planning

Minute Action

AGENDA ITEM: 46

Date: June 4, 2025

Subject:
Brightline West Project Update

Recommendation:
Receive a presentation on the Brightline West passenger rail connection between Las Vegas, Nevada and the Cucamonga Metrolink Station, predominately utilizing the Interstate 15 transportation corridor.

Background:
Since 2020, the San Bernardino County Transportation Authority (SBCTA) has been working with Brightline West to progress development of the privately operated high-speed rail connection between Las Vegas, Nevada and the Cucamonga Metrolink Station, including consideration of station locations, design concepts and alignments, and coordination with SBCTA's interests, including the Interstate 15 Express Lanes project, between the San Bernardino/Riverside County line, and eventually into the Victor Valley. Brightline West representatives will provide an update on their project.

Financial Impact:
This item has no financial impact on the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This is being brought directly to the Board to apprise all of the latest development.

Responsible Staff:
Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: June 4, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

1

2

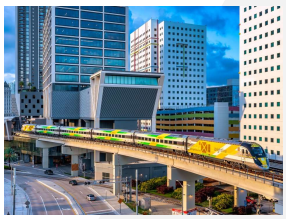
Attachment: Brightline West Update - June 2024 (11354 : Brightline West Project Update)

3

BRIGHTLINE FLORIDA
Our First Passenger System

- Brightline opened in 2018, with stations in Miami, Fort Lauderdale, and West Palm Beach
- Inline stations opened in Aventura and Boca Raton in December 2022
- Expansion to a flagship station in Orlando was launched in 2023
- Reimagined train travel to be more hospitality focused, driving wide customer satisfaction
- Our presence has re-energized neighborhoods, through transit oriented-development

KEY DOWNTOWN LOCATIONS



MiamiCentral features office, residential and retail

CURRENT STATIONS

- MIAMICENTRAL
- AVENTURA
- FORT LAUDERDALE
- BOCA RATON
- ORLANDO

LEAD CUSTOMER SATISFACTION

brightline	75
THE RITZ-CARLTON	75
jetBlue	74
amazon	68
	63
NETFLIX	62
	60
airbnb	43

brightline west

4

Attachment: Brightline West Update - June 2024 (11354 : Brightline West Project Update)

5

BRIGHTLINE WEST
Connecting Las Vegas and Southern California

All-electric trains
in a protected corridor with
zero at-grade crossings

218-mile trip
Las Vegas to Rancho Cucamonga

+8.6 million
one-way passengers/year

Up to 186 mph
true high-speed rail

6

Attachment: Brightline West Update - June 2024 (11354 : Brightline West Project Update)

SIEMENS AMERICAN PIONEER 220

- Fully electric-powered trains capable of 200+ mph
- Approx. 450 passengers per train
- Trains can be coupled to double capacity
- Initial order of 10 trainsets
- Interoperable with CAHSR

brightline west

7

BRIGHTLINE WEST BENEFITS

Plants the Flag for True American High-Speed Rail

- There are many "too long to drive, too short to fly" city pairs in U.S.
- Start of high-speed train "industry" in America
- Blueprint spurring more systems to be built

Creating High-Quality, Good-Paying Jobs

- Project will generate $10B+ in economic impact
- 10K+ field jobs during construction
- 1,000 permanent operations & maintenance jobs

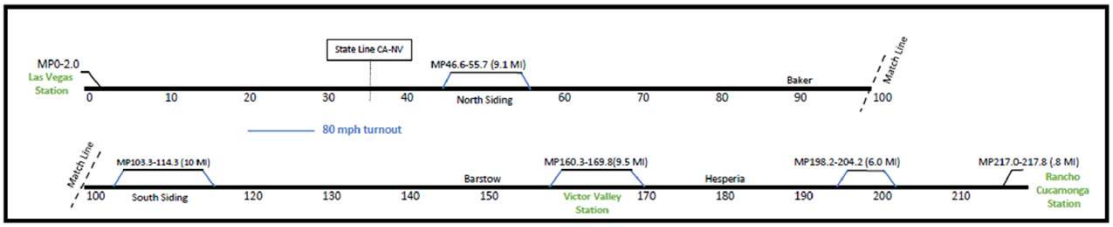
Green & Safe

- Emission-free trains & power result in 400K ton annual CO2 decrease
- Equal to 3M cars off the road + 16K short-haul flights not flown
- Also results in large reduction in highway-related deaths & injuries

8

Attachment: Brightline West Update - June 2024 (11354 : Brightline West Project Update)

CONCEPT OF OPERATIONS - OVERVIEW



Total Single-Track Miles	180.4	83%
Total Double-Track Miles	37.4	17%
Total Miles	**217.8**	**100%**

Primarily a single-track railroad with passing sidings

Designed for 60-minute Headways (Hourly Service)

Trip Time: ~2 hrs 10 min

9

CONTRACTOR SUMMARY

Contracting strategy involves breaking up the construction into 9 key contracts utilizing specialized counterparties

- Contract with Siemens for rolling stock was signed in Spring 2024
- Remaining contracts in final stages of negotiations and will be signed in 2025

Civil Infrastructure

218 Miles
of highway work, structures, grading track, ballast

Track and Systems

New Train Controls
signaling, communications & overhead catenary system

Rolling Stock

10 New
high-speed trainsets

Other Project Costs

Utilities, Project Management, and Other Soft Costs

Stations & Vehicle Maintenance Facility

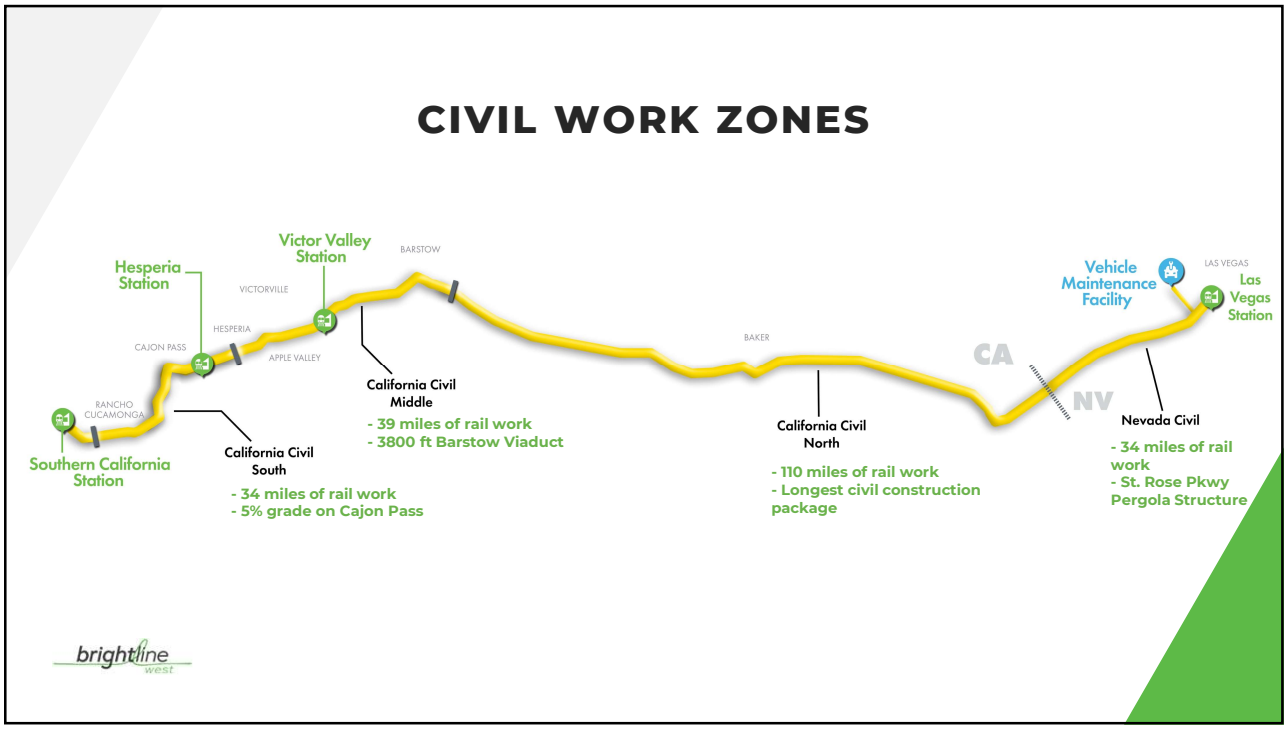
4 stations (Las Vegas, Victor Valley, Hesperia, Southern California) and maintenance facilities for trainsets and the track/rail corridor

brightline west

10

10

Attachment: Brightline West Update - June 2024 (11354 : Brightline West Project Update)



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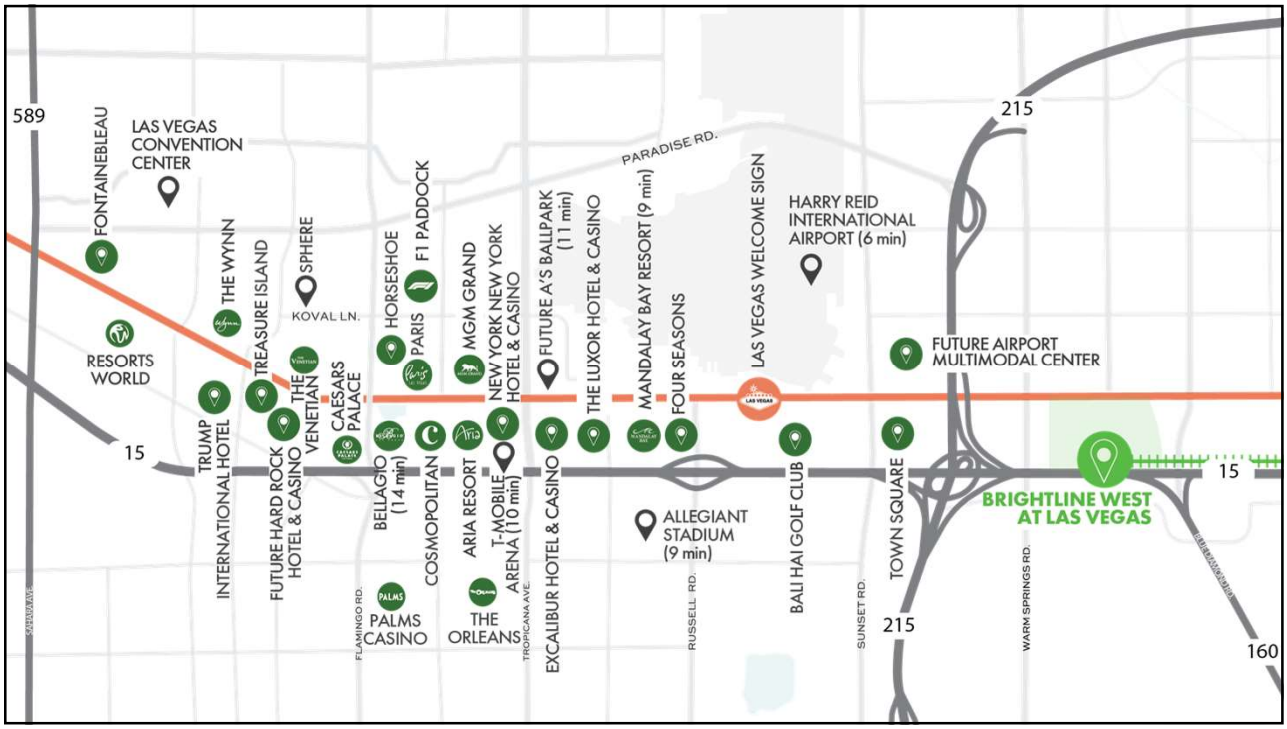
Attachment: Brightline West Update - June 2024 (11354 : Brightline West Project Update)



13

High Desert Stations

VICTOR VALLEY

- Located Near Dale Evans Parkway
- Full-Service Station for the High Desert
- Platform in median of I-15 connected to station via tunnel

HESPERIA

- Located near Joshua St. at the top of Cajon Pass
- Commuter Focused Service in Morning/Evening
- Basic Amenities including Security

brightline west

14

Attachment: Brightline West Update - June 2024 (11354 : Brightline West Project Update)

SOUTHERN CALIFORNIA STATION

- A Highly Connected, Multi-Modal Hub
  - Highly accessible from Greater L.A. and other key areas across San Bernardino, Riverside, and Orange Counties
  - Site of existing Metrolink stop on the system's busiest line
  - Will coordinate with resorts and other partners to provide seamless pick-ups and drop-offs
  - 3,700+ space on-site parking structure to provide convenience for travelers originating all over Southern CA

COORDINATION WITH METROLINK

- ✓ Synchronized schedule/transfers
- ✓ Single ticket, integrated ride
- ✓ Express and weekend trains
- ✓ BLW connection to Downtown L.A. at Union Station

15

SBCTA and BLW interface topics:

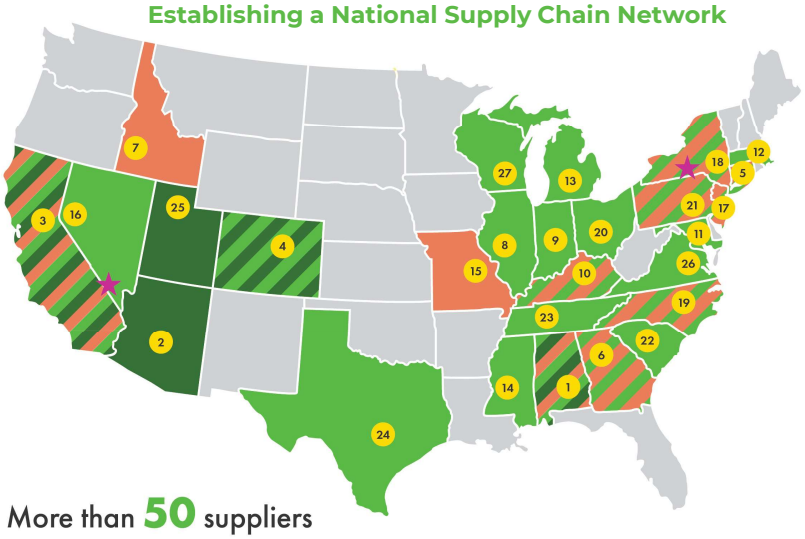
1. Overlap with SBCTA Express Lanes Contract 1
2. Hesperia Station for Local Rail Service
3. Coordination at Rancho Cucamonga station

16

Attachment: Brightline West Update - June 2024 (11354 : Brightline West Project Update)

American Manufacturing

Establishing a National Supply Chain Network



More than **50** suppliers
in **28** States/Territories

Rolling Stock Suppliers
Track Suppliers
Systems Suppliers

1 Alabama
2 Arizona
3 California
4 Colorado
5 Connecticut
6 Georgia
7 Idaho
8 Illinois
9 Indiana
10 Kentucky
11 Maryland
12 Massachussetts
13 Michigan
14 Mississippi
15 Missouri
16 Nevada
17 New Jersey
18 New York
19 North Carolina
20 Ohio
21 Pennsylvania
22 South Carolina
23 Tennessee
24 Texas
25 Utah
26 Virginia
27 Wisconsin
28 Puerto Rico

17

17

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18

18

Attachment: Brightline West Update - June 2024 (11354 : Brightline West Project Update)

19

Attachment: Brightline West Update - June 2024 (11354 : Brightline West Project Update)

Minute Action

AGENDA ITEM: 47

Date: June 4, 2025

Subject:
Release of Request for Proposals No. 25-1003298 for the Regional Homelessness Strategic Plan

Recommendation:
That the Board, acting as the San Bernardino Council of Governments:

A. Receive a staff presentation on the Regional Homelessness Strategic Plan.

B. Approve the release of Request for Proposals No. 25-1003298 for a consultant project management team to assist with the preparation of the Regional Homelessness Strategic Plan.

Background:
San Bernardino Council of Governments (SBCOG) plays a vital role in supporting its member agencies and enhancing the region'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. Through a robust outreach process involving all member agencies at various levels, from policymakers to administrators, issues and priorities were identified, which evolved over the course of several months into the SBCOG Five-Year Work Plan. This Work Plan, adopted by the SBCOG Board of Directors (Board) in late 2024, establishes funding, projects, and programs the Council of Governments and other responsible agencies will prioritize over the next five years.

During the 2024 process of updating the Five-Year Work Plan, the top priority issue identified by member agencies was homelessness, which was acknowledged to be one of the more complex challenges faced by local jurisdictions. Consequently, one of the programs outlined in the Work Plan is the development of a Regional Homelessness Strategic Plan (RHSP) to establish an inventory of existing resources and strategies for countywide coordination on homelessness. The goal is to create a regional strategy to provide agencies with prioritized programs and targeted approaches to addressing homelessness that can be considered by local jurisdiction decision-makers.

SBCOG will lead this collaborative effort to identify a regional and multi-jurisdictional approach. The RHSP will include an inventory of existing resources, explicitly define jurisdictional boundaries and authorities, create formalized channels for municipal input, develop capacity-building resources that enable agencies to implement locally tailored solutions, and establish an accountability framework with shared metrics, all while respecting the municipal autonomy and varied goals and approaches from jurisdiction to jurisdiction. The ultimate deliverable will be a Strategic Plan enumerating options for implementing programs and projects in partnership to address the homeless population. Cost and risk analyses will be completed, as well as a toolkit for implementing the programs and projects identified. This will be accomplished in close collaboration with San Bernardino County (County) with an estimated completion timeframe of two years.

The County has implemented several programs and has a large infrastructure internally dedicated to addressing homelessness countywide. Additionally, many cities have implemented interventions on their own to move the needle on homelessness within their jurisdictional boundaries. The RHSP will be taking all these existing assets and building off of them with a

clear and dedicated path that has the buy-in of SBCOG member agencies. The goal is to formalize a clear direction that has the input and approval of all agencies participating in the implementation of options. SBCOG will establish a cross-sector working group of local agency staff to provide input and feedback on existing assets and also future options to be built out in the plan. In addition, ad hoc committees of the City/County Manager's Technical Advisory Committee and the SBCOG Board will work with the staff and consultant team to develop a plan, for consideration and approval by the Board, which is intended to assist the local jurisdictions – the ones who ultimately make the decisions on strategies and priorities for their communities.

As SBCOG carries out this work in partnership with the County and the cities and towns, staff will require expertise and support from consultants who can execute, manage, and lead this effort as described in the attached Scope of Work. Therefore, SBCOG is requesting authorization to issue a Request for Proposals. The term of the contract will be aligned with the SBCOG Five-Year Work Plan with an identified completion year of 2027. The Board has funded the Regional Homelessness Strategic Plan in the SBCOG Five-Year Work Plan with a $750,000 budget.

Financial Impact:
The Project is included in the proposed Budget for Fiscal Year 2025/2026 and funded with COG Member Dues in Program 25, Task 0511, Council of Governments, and Indirect Funds in Program 01, Task 0501, Intergovernmental.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. The Regional Homelessness Strategic Plan is the highest priority project in the 5-Year SBCOG Work Plan and affects nearly every member agency in the Joint Powers Authority. For this reason, executive management has directed staff to bring this item to the full Board. SBCTA General Counsel and Procurement Manager have reviewed this item.

Responsible Staff:
Monique Reza-Arellano, Chief of COG and Equity Programs

Approved
Board of Directors
Date: June 4, 2025

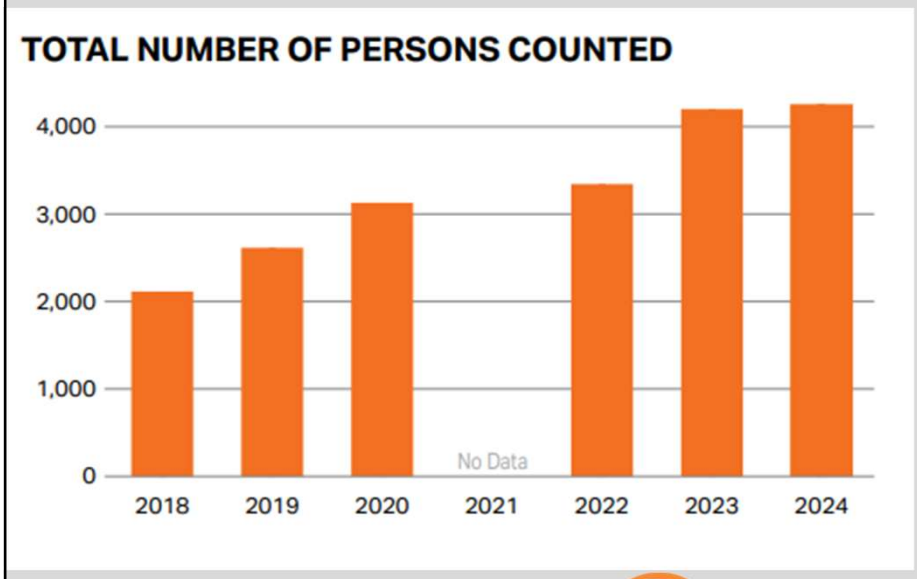
Witnessed By:

San Bernardino Regional Homeless Strategic Plan

Monique Arellano
Chief of the Council of Governments

Diane Rundles
Assistant Executive Officer, County of San Bernardino

sb cog
San Bernardino Council of Governments



Homeless Population 4,195 in 2024

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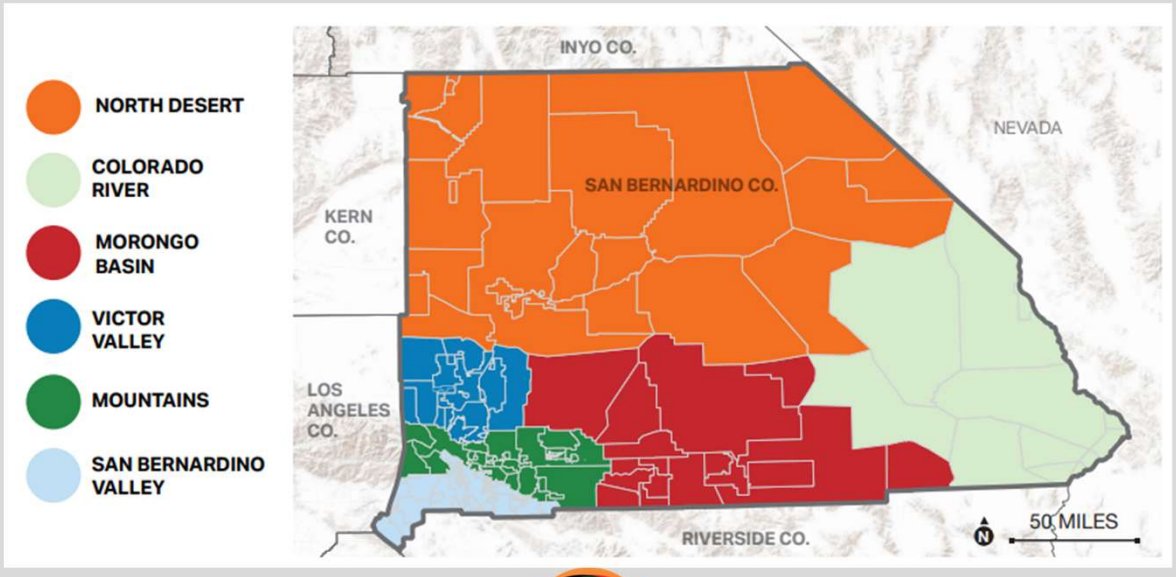

RHSP Goal and Deliverables

Existing Homelessness Infrastructure

PARTNERSHIP

Partnership with County

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SAN BERNARDINO COUNTY HOMELESSNESS INITIATIVES

AGENDA

1. Homelessness in San Bernardino County
2. Homelessness Ad Hoc Committee
3. Homeless Strategic Action Plan Update
4. Homelessness Multidisciplinary Team
5. Shelter and Affordable Housing Expansion
6. Warm Creek
7. ProHousing Designation Program
8. Educational Campaign

San Bernardino County

SAN BERNARDINO COUNTY HOMELESSNESS INITIATIVES

Homelessness in San Bernardino County

2025 Point-In-Time Count

3,821 adults

Experiencing homelessness

On the night designated for the count.

2024 & 2025 Unsheltered and Sheltered Counts

	2024	2025
Sheltered	1,200	1,201
Unsheltered	3,055	2,620

14.2% Reduction in unsheltered homelessness

San Bernardino County

SAN BERNARDINO COUNTY
HOMELESSNESS INITIATIVES

2025 Point-in-Time Count – Key Findings

- Three-fourths (80.0%) of the total unsheltered population were counted within eight cities
  - Barstow, Colton, Fontana, Ontario, Rancho Cucamonga, Redlands, San Bernardino, and Victorville
- More than one-third (35.9%) of unsheltered individuals became homeless for the first time
- More than three-fourths (81.0%) of unsheltered adults reported "no income" (62.5%) or "less than $500" (18.5%)
- 13.5% of homeless individuals have been in foster care

San Bernardino County

SAN BERNARDINO COUNTY
HOMELESSNESS INITIATIVES

Homelessness Ad Hoc Committee

- October 2023 to March 2025
- Vice Chair Joe Baca, Jr. and Supervisor Curt Hagman
- Investigate the root causes of homelessness specific to this County
- Make policy recommendations to the full Board
  - Housing Guidelines

Supervisor Hagman
Fourth District

Vice Chair Baca
Fifth District

homeless to Home
Roadmap to Self-Sufficiency

San Bernardino County

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SAN BERNARDINO COUNTY
HOMELESSNESS INITIATIVES

Homeless Strategic Action Plan Update

- Office of Homeless Services lead
- Partnership with Homebase, a nationally recognized technical assistance provider
- Stakeholder engagements and assessment of gaps and needs
- Draft report anticipated in October 2025

San Bernardino County

SAN BERNARDINO COUNTY
HOMELESSNESS INITIATIVES

Homelessness Multidisciplinary Team

- Established 2025
- Consists of 13 County Departments
- Strategic Planning Session in February
  - Desired Outcomes and Action Items Identified
- Data Integration and Sharing Agreement

San Bernardino County

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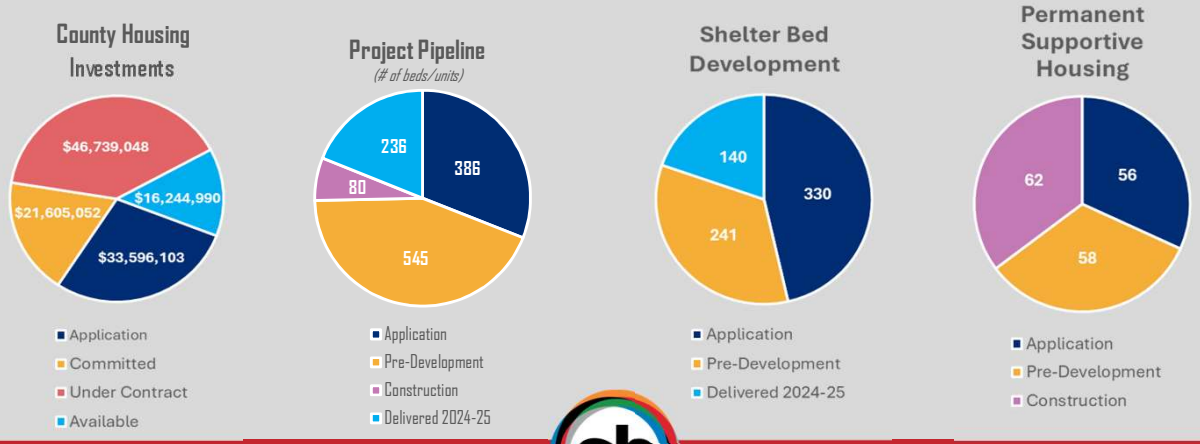
SAN BERNARDINO COUNTY HOMELESSNESS INITIATIVES

Shelter and Housing Expansion



SAN BERNARDINO COUNTY HOMELESSNESS INITIATIVES

Warm Creek

- 20.5 acres vacant County owned property
- 300 or more market rate and/or affordable units
- Youth center campus focused on housing and workforce development
- Integrated amenities designed to enhance both resident and community experiences

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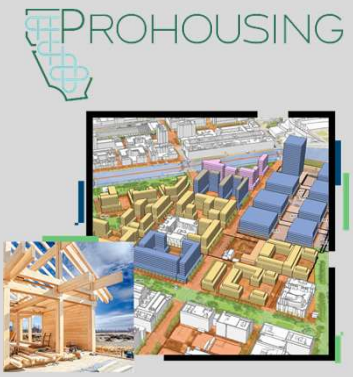
SAN BERNARDINO COUNTY
HOMELESSNESS INITIATIVES

CA State Prohousing Designation Program

- Community Development and Housing Department and Land Use Services Department partnership
- Program aims to acknowledge and support jurisdictions that go above-and-beyond state housing law to help accelerate housing production
- Priority processing or funding points when applying for several funding programs



San Bernardino County

SAN BERNARDINO COUNTY
HOMELESSNESS INITIATIVES

Educational Campaign

- Enhance awareness of and increase access to County Services
- 30-second advertisements for social media
- Comprehensive video for churches and other service providers
- First video: Office of Homeless Services

San Bernardino County

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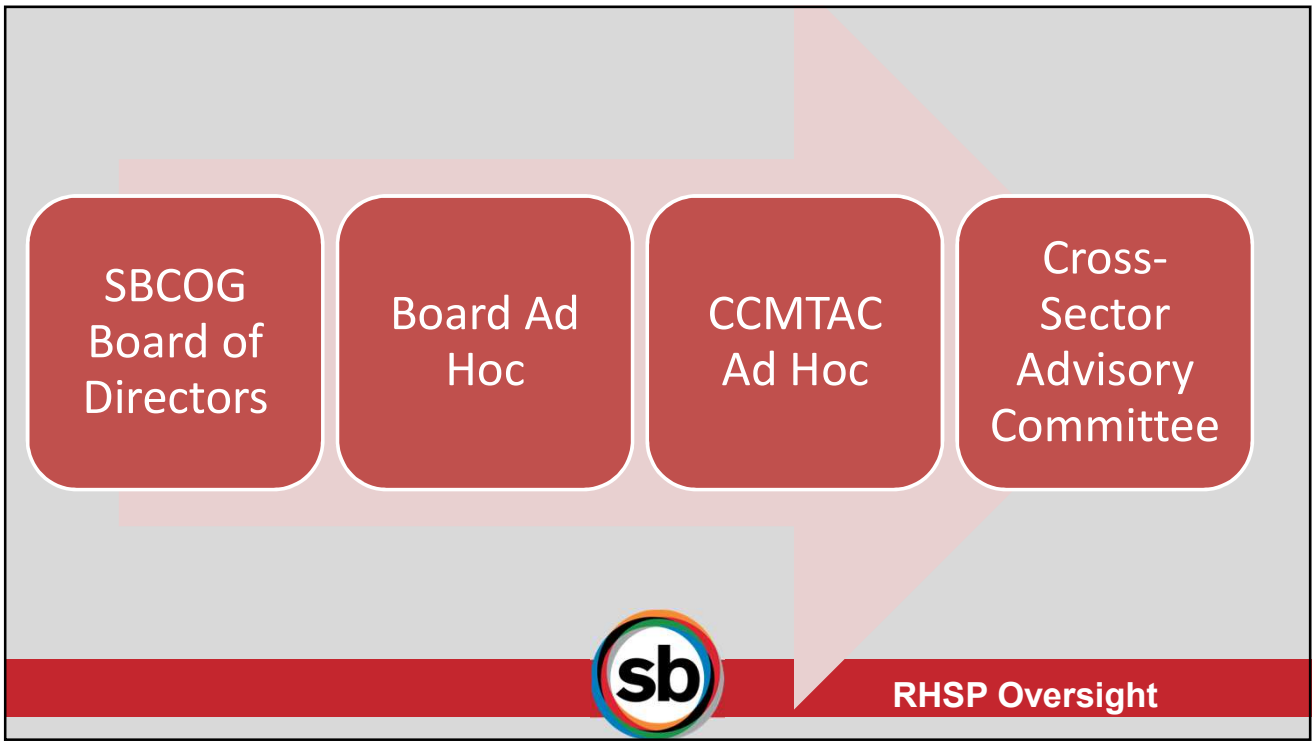

Questions?

Monique Arellano, COG Chief

Diane Rundles, AEO

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Regional Homelessness Strategic Plan

The San Bernardino Council of Governments (SBCOG) is seeking to procure a consultant project management team to assist with the strategic planning effort for a comprehensive Regional Homelessness Strategic Plan (RHSP). In general, the consultant team's role in completing this Scope of Work (SOW) for the project will require inherent flexibility and cooperation that will best assist SBCOG, to be represented by key stakeholders and advisors from among the 25 member agencies to successfully complete this project as one collaborative team. The successful consultant management team will require unique capabilities to jointly work together with the stakeholders, on behalf of SBCOG, to successfully manage/oversee all elements of the RHSP.

The consultant shall assist SBCOG, in coordination with the stakeholders, with the completion of a strategic plan that provides program options, cost considerations, cost/benefit analysis, funding options and opportunities, best practices analyses, program branding, and education/outreach efforts. The consultant will be required to provide additional services not specifically defined in the SOW. SBCOG is receptive to innovative ideas or methods of performing the SOW that will enable the consultant team to help assure the successful completion of the RHSP.

SBCOG will establish several working groups/advisory committees to provide feedback and direction to the staff/consultant team for the duration of the project. The committees will include a cross-sector advisory group comprised of public health, housing, planning, behavioral health, law enforcement, and other participants who are "boots-on-the-ground" in this field and already working in this space. The City/County Manager's Technical Advisory Committee will also form an Ad Hoc to provide feedback on administrative components of the study and plan. Lastly, the Board of Directors (Board) will form an Ad Hoc committee to provide feedback and recommendations for approval to the full Board of Directors. The General Policy Committee is SBCOG's reporting committee. They will be the committee through which all recommendations are vetted, and the Board shall be the body from which the RHSP will receive formal direction and approvals as necessary. The consultant will schedule and plan milestones and requests for direction with this governing process in mind.

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Background & Context

Purpose

There are two overarching purposes:

- To establish a collaborative regional approach to homelessness that effectively increases housing and shelter capacity, leverages diverse funding sources, addresses root causes, and measurably reduces unsheltered homelessness countywide.
- To foster meaningful partnerships between the County and local jurisdictions that respect municipal autonomy while providing centralized resources, technical assistance, and coordination - creating a unified response system where all stakeholders participate in decision-making processes.

Homeless Challenge: A Regional Perspective

The San Bernardino Council of Governments (SBCOG) represents a diverse coalition of 25 municipal stakeholders. SBCOG works with its member jurisdictions to address broad, long-term policy matters touching on a range of topics. One of the benefits that a COG provides is the ability to bring multiple stakeholders to the table to find solutions to regional issues. While local governments vary in their approach to addressing homelessness, a majority of the SBCOG member agencies are directly impacted by homelessness and have set developing a regional and coordinated effort to homelessness as a top priority. SBCOG seeks to leverage its connections and broad perspective to take a regional and strategic approach to homelessness.

San Bernardino County (County) provides the foundation of existing infrastructure and has led the path forward for the region through its robust implementation of homeless intervention strategies, leveraging its comprehensive health and human services infrastructure to address the complex needs of homeless populations.

This specialized county-level expertise complements the cities' critical role in housing development and local zoning policy. While this natural division of responsibilities creates a strong foundation for a comprehensive homeless response, evolving regional challenges have highlighted opportunities to enhance coordination between these complementary domains of expertise. Municipalities have expressed interest in more active partnership roles in regional strategy development to ensure their unique community insights are fully integrated with the County's expansive health and social service capabilities.

This natural division of responsibilities has created an opportunity to enhance collaborative decision-making that leverages both systems' strengths. As the homelessness challenge has grown more complex, there is recognition that greater

integration between the County's service expertise and cities' “boots-on-the-ground” response systems and housing responsibilities would maximize impact. By evolving current coordination mechanisms, the region can move beyond parallel efforts toward truly integrated strategies where cities contribute their community-specific insights and housing capabilities while maximizing the benefits of the County's sophisticated health and human service infrastructure.

Approach

The SBCOG-led Regional Homelessness Strategic Plan represents a shift toward a collaborative governance structure that will empower cities and the County to take greater ownership while maintaining coordinated regional responses. This requires:

1. Explicitly defining jurisdictional authorities and responsibilities
2. Creating formalized channels for municipal input in county-wide strategies
3. Developing capacity-building resources and strategies that enable cities to implement locally tailored-interventions
4. Establishing shared metrics and accountability frameworks that respect municipal autonomy while advancing regional goals

This approach recognizes that effective homeless response requires both regional coordination and local implementation, with cities serving as essential partners rather than peripheral stakeholders in addressing homelessness across the County of San Bernardino.

Existing Programs and Efforts: Building on Regional Strengths

Collaborative Crisis Response: A Foundation for Partnership

The COAST Team (Collaborative Outreach and Support Team) represents a successful model for city-county collaboration in the County of San Bernardino. This multi-disciplinary crisis response team addresses mental health needs among both homeless and housed populations experiencing crisis. Its evidence-based approach has demonstrated measurable outcomes while empowering cities to respond to residents' acute mental health needs at critical intervention points. This established partnership provides a blueprint for expanding collaborative approaches across the homelessness continuum of care.

City Strengths: Local Knowledge & Implementation Capacity

Frontline Expertise

Cities possess invaluable on-the-ground intelligence through their daily interactions with homeless populations via law enforcement, code enforcement, parks and recreation staff,

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and community development departments. This sustained engagement enables cities to identify individualized needs, track emerging patterns, and evaluate intervention effectiveness in real time. These insights can be systematically captured through standardized assessment protocols to inform both local and regional strategy development.

Housing Infrastructure

Each city has developed comprehensive Housing Elements that establish concrete plans for residential development, affordability targets, and special needs populations. These locally-approved frameworks already contain commitments that can be leveraged to address homelessness through zoning, incentives, and dedicated resources.

Existing Homeless Response Systems

Several cities have independently developed robust homeless response infrastructures, including dedicated outreach teams, navigation centers, emergency shelters, and transitional housing programs. These established programs demonstrate municipal capacity for direct service provision while creating opportunities for cross-jurisdictional learning and replication of successful models.

County Strengths: Resources, Coordination & Systems Integration

Funding Access and Administration

The County serves as the primary recipient and administrator of significant Federal and State homelessness funding streams, providing critical financial resources to implement comprehensive solutions across the region. This centralized funding role enables strategic resource allocation that is aligned with evidence-based practices and regional priorities.

Office of Homeless Services

As the administrative entity for the Continuum of Care and its governing board, the County provides essential coordination across the homeless service ecosystem. This infrastructure ensures compliance with Federal requirements while facilitating systematic approaches to homelessness reduction.

Strategic Investments

The County Board of Supervisors has demonstrated substantial commitment through its approval of a $72 million Homeless Initiatives Spending Plan to expand sheltering capacity and supportive services. Additionally, the establishment of a $40 million Housing Development Grant Fund provides critical financial support to cities, non-profits, and stakeholders developing new shelter and housing solutions.

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Integrated Service Delivery System

The County's comprehensive human services network includes Behavioral Health, Transitional Assistance, Senior Services, Re-entry Services, Public Health, Children and Family Services, Office of Homeless Services, Veterans Services, and Arrowhead Regional Medical Center. This integrated system enables coordinated care pathways that address the complex, multi-faceted needs of individuals experiencing homelessness.

Opportunity for Enhancement

To maximize these complementary strengths, a structured framework for knowledge exchange could formalize how cities' frontline insights inform County-level strategy and resource allocation. Regular data sharing, joint case conferencing, and collaborative program development would ensure that regional approaches remain responsive to local realities while maintaining cohesive systems-level solutions.

The Challenge: Addressing Homelessness Through Regional Coordination

Scale and Complexity of the Issue

The homeless population across the County of San Bernardino has experienced significant growth, creating unprecedented challenges for both municipal and county governments. This increase correlates directly with the region's housing affordability crisis, where rising rental costs and insufficient housing inventory have placed particular hardship on low and very low-income households. While the COVID-19 pandemic exacerbated these conditions, the fundamental drivers are systemic housing market constraints that require comprehensive, coordinated solutions.

Cross-Jurisdictional Nature of Homelessness

Homelessness extends throughout the county across jurisdictional boundaries, with individuals and families often moving between cities seeking services or shelter opportunities. This mobility creates challenges for individual municipalities attempting to address homelessness independently, highlighting the need for regional approaches while maintaining local responsiveness.

Data Accessibility and Utilization Challenges

While significant data is collected through the Point-In-Time Count (PITC) and Homeless Management Information System (HMIS), stakeholders report difficulty accessing and interpreting this information in ways that inform local decision-making. Key challenges include:

- Limited public-facing dashboards that translate complex homeless data into actionable insights

- Insufficient disaggregation of population data by subgroups (chronically homeless, families, veterans, transition-age youth, etc.)
- Minimal geospatial analysis showing how different homeless subpopulations are distributed across the region
- The Absence of user-friendly tools that connect population needs with appropriate intervention strategies

Resource Allocation Transparency

Municipalities report significant uncertainty regarding:

- The total funding landscape for homeless services entering the County
- Decision-making processes determining resource allocation across geographic areas
- Performance metrics used to evaluate program effectiveness
- Return-on-investment analysis for different intervention strategies
- Mechanisms for cities to access or influence resource deployment within their boundaries

This lack of transparency creates barriers to effective collaboration and contributes to a disconnect between county-level strategic planning and municipal implementation.

Limited Technical Assistance for Municipalities

Cities express a need for structured support from the County to develop local capacity for addressing homelessness, including:

- Best practice guidance tailored to different municipal contexts
- Training for city staff to understand the needs of various homeless subpopulations
- Clear pathways for accessing County resources and services
- Tools for communicating how County investments will impact specific communities
- Forums for sharing successful intervention models between municipalities

Communication and Coordination Infrastructure

The existing governance structure lacks robust mechanisms for:

- Regular communication between County and municipal stakeholders about homeless initiatives
- Municipal input into County-level strategic planning and resource allocation

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- Coordinated deployment of resources across jurisdictional boundaries
- Joint evaluation of intervention effectiveness
- Shared accountability for regional outcomes

Addressing these foundational challenges requires a reimagined regional coordination framework that balances County-level resources and expertise with municipal knowledge and implementation capacity.

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Scope of Work

Task 1: Project Management

Under SBCOG's direction,

- Plan and conduct meetings, cooperate and coordinate with stakeholder agencies
- Coordinate and oversee RHSP activities and deliverables
- Cooperate and coordinate with other SBCOG and stakeholder staff, consultants, advisors, and contractors to achieve completion of project development activities
- Develop and maintain a commitment register and log based on the commitments and obligations of the stakeholders for the purpose of potential future agreements
- Schedule meetings; prepare meeting agendas, minutes, and action items; provide project standards and templates for project communications; institute specific project initiatives
- Provide project management for the Regional Homelessness Strategic Plan
- Work with SBCOG and County staff to provide updates to ensure project progress, timeline, and milestones are met
- Work with SBCOG/SBCTA Finance Department to ensure all fiscal and reporting requirements are met
- Track project progress in an organized manner and ensure work is completed according to project scope, timeline, and budget
- Coordinate information and milestones to be presented to multiple committees, Ad Hocs, and Board of Directors
- Provide Quality Assurance/Quality Control of all final deliverables
- Provide project branding, collateral materials, and presentation materials
- Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with the stakeholders

Task 2: Existing Conditions Analysis & Inventory of Existing Resources

The following sub-tasks will lay the groundwork for the Regional Homelessness Strategic Plan. The purpose of these tasks is to identify the homelessness landscape, including demographics/populations, services provided, other investments, and funding and resource utilization. Key stakeholders will be engaged throughout this task to provide valuable feedback, insights, and data to support this work. This task will review each unique homeless population from jurisdiction to jurisdiction. Issues or challenges identified through this process should be considered for regional opportunities and strategies in the strategic plan task to follow. At the conclusion of this task, an outreach

and education effort will be conducted to communicate the findings from this stage. The purpose is to help member agencies gain a deeper understanding of the make-up of populations within their boundaries and how resources are distributed and communicate the successes, as well as the opportunities for a more robust approach to homelessness that will be addressed in the next phase of this project.

Task 2.1: Evidence-Based Assessment

- **Population Analysis**: Develop profiles of homeless subpopulations with academic partners; create heat maps from PITC data showing geographic distribution and mobility patterns
- **Service Utilization**: Track engagement with public safety, emergency services, and intervention outcomes and summarize engagement trends
- **Capacity Planning**: Identify evidence-based metrics for shelter-to-homeless population ratios and resource allocation benchmarks to be considered during the Strategic Planning phase
- **Program Evaluation**: Assess existing programs (COAST/HOPE) to identify high-performing interventions for scaling
- **Municipal Data Access**: Create city-specific dashboards and establish regular data-sharing protocols
- **Staff Development**: Implement technical assistance "office hours," training modules, and implementation toolkits for municipal staff
- **Collaborative Learning**: Establish quarterly knowledge-exchange symposiums with rotating municipal hosts
- **Geospatial Analysis:** Identify existing homeless populations by demographics in relation to existing support services and shelters/housing options

Task 2.2: Resource Optimization

- **Funding Transparency & Analysis**: Evaluate existing funding streams and utilizations of funding and other resources
    - Map all homelessness funding streams, analyze allocation methodologies, and track geographic distribution
    - Survey municipalities on current and potential funding commitments through:
        - Affordable housing set-asides
        - General fund allocations

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        - Development impact fees
        - Community Development Block Grant contributions
    - Map all available Federal, State, and Regional funding opportunities with eligibility requirements
    - Analyze competitive scoring criteria to identify areas of success and areas of challenge or that need improvement that consistently score low

- **Governance Enhancement**: Evaluate existing committees, document municipal representation, and identify coordination opportunities
- **System Integration**: Identify current approach to coordination between County departments and document referral pathways

Task 2.3: Knowledge Mobilization & Outreach

- **Municipal Data Summaries**: Provide cost analysis for city-specific dashboards communicating and summarizing the information collected and establish regular data-sharing protocols for cities to be updated on an ongoing basis. Identify risks, security needs, and inter-agency agreements needed.
- **Stakeholder Engagement**: Conduct one-on-one interviews with SBCOG member agencies to review the findings to ensure that the data collected and reported on addresses their questions and concerns; review how the data/findings will be used in the next phase of the project

Task 2 Deliverables:

- Memo with full data analysis of existing homeless populations in all jurisdictions and the demographics of the populations
- Executive summary of data analysis for creating outreach narratives
- Development of graphics, fact sheets, or infographics for communicating key findings
- Memo identifying existing resources and assets, including program options for homeless individuals
- Memo identifying existing funding mechanisms/infrastructure that fund existing programs and options
- Analysis of ROI based on existing funding mechanisms and infrastructure
- Memo/Literature Review of best practices for addressing homeless populations, understanding the needs as they pertain to the diverse homeless demographics
- Geospatial analysis of the homeless populations across the county broken down by demographics and in relation to sites for services/options
- Written report and presentation on options with recommendations for implementation to be approved by the Board

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Task 3: Strategic Planning – Building a Coordinated Regional Response

The development of a countywide Regional Homelessness Strategic Plan will be guided by the information gathered and findings from the existing inventory and analysis phase of the project described in Tasks 1 and 2. The specific tasks identified below are what is envisioned for the Regional Homelessness Strategic Plan but may be adapted or modified based on what is found during the earlier phase of this project. The consultant will be expected to identify approaches that could be more efficient and cost-effective for the implementation of initiatives. It is expected that the consultant will be creative and forward-thinking as to the right approach for the San Bernardino region, not just in terms of the existing programs and projects, but in initiatives that could come to fruition in the future, while at the same time grounded in what is feasible and practical for agencies to afford, implement, and manage.

The RHSP could build from the County's Homeless Strategic Action Plan. Additionally, this Strategic Plan will be unique in that the strategies identified will focus more on regional approaches for collaboration, interagency partnership, and opportunities outside the traditional services provided. These strategies may include protocol development, model approach to governance, data integration and sharing, interagency agreements, and regional approaches to programs and investment. Based on recommendations evolved from the previous tasks, the consultant will initiate the development of the Regional Homeless Strategic Plan that evaluates a broad spectrum of possible initiatives to consider for implementation throughout the region, recognizing the diverse geographic and socioeconomic nature of the largest county in the contiguous United States. Initiatives should be tied to specific problems the investments would be trying to address and/or opportunities to deliver government services more efficiently and effectively. The RHSP should be complementary to existing successful programs identified through previous tasks.

Task 3.1: Development of the Homelessness Strategic Plan Priority Initiatives

Tasks to be performed and issues to be considered in the development of the Homelessness Strategic Plan include but are not limited to the following:

- Recommendations of funding opportunities and finance models
- Key performance indicators and milestones for overall strategy as well as individual initiatives for implementation
- Strategy for tiered implementation with low-hanging fruit and opportunities for rapid returns on investment identified
- Carefully crafted plan that ensures compatibility between varying agency priorities and initiatives

- Development of architecture, operating systems, protocol, platforms, communications
- Infrastructure that can integrate a wide variety of applications and initiatives that allows flexibility for future initiatives and investments
- Develop a security framework or tracking-and-feedback system to ensure safe development of solutions that limit risk.
- Risk and rewards assessment of potential initiatives
- Legal implications regarding sharing, storing, and accessing data across jurisdictional boundaries for the benefit of the entire county
- Policy analysis and recommendations
- Coordination with local jurisdiction departments as appropriate, including law enforcement, public works, planning, emergency operations, emergency services, city manager's office, information technology, etc.
- Evaluate technology applications, summarizing the pros and cons
- Perform data collection
- Develop cost estimates for initiative implementation/deployment

Potential Priority Tasks

A. Development of a Collaborative Governance Framework

B. Development of Multijurisdictional Service Hubs

- **Municipal Data Access**
    - **Staff Development**: Implement technical assistance "office hours," training modules, and implementation toolkits for municipal staff
    - **Collaborative Learning**: Establish quarterly knowledge-exchange symposiums with rotating municipal hosts
- **Joint Facilities Assessment**
    - Develop a strategy to conduct a comprehensive site analysis for strategically located navigation centers serving multiple jurisdictions
    - Develop an approach to evaluate existing public properties with the potential for adaptive reuse
    - Recommend site selection criteria prioritizing transportation accessibility and service proximity
    - Identify opportunities for co-location with existing health and social service facilities
- **Governance Model Development**

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- Consider creating a detailed governance model guided by feasibility studies for various operational structures such as a Joint Powers Authority model, County-operated with municipal financial participation, nonprofit operator with municipal and County oversight, and/or public-private partnership framework
- Develop strategies for clear decision-making protocols, financial responsibilities, and performance metrics for each model
- Develop accountability mechanisms that ensure municipal voice while maintaining operational efficiency
- Develop an approach for streamlined coordination between County departments and, document referral pathways and communication of that system with other stakeholders

Task 3.2: Development of Options for Expanded Partnership Programs

- **Service Integration Models**
  - Building upon the successful COAST approach for mental health crisis response, develop a model for specialized joint teams addressing targeted subpopulations, including:
    - Transition-age youth outreach
    - Older adult engagement and support
    - Family systems stabilization
    - Veterans service coordination
  - Develop recommendations for integration into municipal code enforcement, public works, and parks with County health services
- **Financial Sustainability Planning**
  - Develop comprehensive capital cost projections for infrastructure investments
  - Create operational funding models with cost-sharing formulas based on utilization and population
  - Establish multi-year funding commitments with predictable escalation parameters
  - Identify diverse revenue streams to reduce reliance on time-limited grant funding

Attachment: Regional Homelessness Strategic Plan SOW-rev [Revision 1] (11307 : Release of Request For Proposals No. 25-1003298 for the

Attachment: Regional Homelessness Strategic Plan SOW-rev [Revision 1] (11307 : Release of Request For Proposals No. 25-1003298 for the

Task 3.3: Resource Development Strategy

Funding Optimization Framework

- **Public Funding Pathway Analysis**
  - Using the analysis of competitive scoring criteria, develop recommendations to strategically position projects for maximum funding success
  - Develop strategies and recommendations for coordinated application approaches that leverage both municipal and County strengths
  - Create phased funding strategies that align with project development timelines
- **Municipal Contribution Assessment**
  - Develop recommendations for participation formulas that acknowledge varying municipal capacities
  - Consider opportunities to create pooled resource mechanisms that maximize leverage opportunities

Task 3.4: Best Practice Integration

- **Performance Metrics**: Development of standardized ROI analysis framework across intervention types, metrics for interagency coordination success, and other metrics that complement existing tracking systems.
- **Model Adaptation Strategies:** Develop recommendations for adaptation strategies that may include:
  - **Consideration of a Cross-Regional Learning Network**
    - Document and analyze successful multijurisdictional approaches from:
      - Orange County's shelter system and service coordination
      - Sacramento's comprehensive continuum of care
      - Successful models from comparable regions nationally
    - Identify adaptable components suitable for San Bernardino County's unique context
    - Create structured learning opportunities connecting municipal leaders with peer communities
  - **Evidence-Based Intervention Catalog**

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- Consider strategies for an evidence-based intervention catalog, such as:
  - Development of a comprehensive resource guide of proven interventions by population segment
  - Documentation of implementation requirements, cost factors, and outcome metrics
  - Development of technical assistance protocols for municipal adaptation of evidence-based models
  - Establishment of a learning community structure for ongoing refinement and knowledge exchange

- **Systems Integration Architecture**
  - **Coordinated Communication Framework:** Develop recommendations for an integrated information hub connecting all homelessness response systems:
    - Law enforcement
    - Department of Public Health
    - Department of Behavioral Health
    - Emergency medical services
    - Municipal service providers
    - Community-based organizations
  - Identification of real-time data-sharing protocols with appropriate privacy safeguards
  - Identification of opportunities for crisis response coordination mechanisms spanning multiple jurisdictional boundaries

- **Future Expansion Parameters**
  - Consider strategies for developing protocols for cross-county coordination with neighboring jurisdictions
  - Consider strategies to create scalable frameworks that can accommodate regional expansion
  - Consider strategies to establish information sharing agreements that facilitate cross-boundary service delivery

- Consider strategies to design funding mechanisms that can incorporate additional partners over time

Task 3.5 - Development of Toolkit for Implementation of the RHSP

The consultant shall anticipate up to 14 presentations to multiple Board, Committee, staff, and Ad Hocs to present Homelessness Strategic Plan concepts and a draft plan.

Deliverables for Task 3:

- Develop implementation strategies for identified priorities from Task 2. Include partnership options, cost of implementation, cost of ongoing Operations and Maintenance (O/M).
- Develop implementation cost analysis/estimate for each option identified in Task 3.
- Develop a cost/benefit analysis for each option identified in Task 3.
- Develop a risk register that identifies risks, probability, and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing for options identified in the complete RHSP.
- Develop a Draft and Final Regional Homelessness Strategic Plan, each with a 30-day review of the draft, followed by the final report responding to comments from local jurisdictions, SBCOG, and committees. SBCOG will assist the consultant in resolving and responding to any conflicting comments.
- Develop a Toolkit for options, including policy recommendations, agreement templates, and other items needed by agencies to implement the RHSP
- Develop data sharing partnerships and protocols and cost projections for ongoing maintenance and updates to data collection, mapping, dashboard or tracking mechanism or otherwise identified implementation items.

Attachment: Regional Homelessness Strategic Plan SOW-rev [Revision 1] (11307 : Release of Request For Proposals No. 25-1003298 for the

ADDITIONAL INFORMATION

Communication: Attendance (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	X							
Dawn Rowe Board of Supervisors		X		X	X							
Curt Hagman Board of Supervisors	X	X	X		X							
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X							
Daniel Ramos City of Adelanto		X	X	X								
Art Bishop Town of Apple Valley	X	X	X	X	X							
Tim Silva City of Barstow	X	X	X	X	X							
Rick Herrick City of Big Bear Lake	X	X	*	X	X							
Eunice Ulloa City of Chino	X	X	X	X	X							
Ray Marquez City of Chino Hills	X	X	X	X	X							
Frank Navarro City of Colton	X	X	X	X	X							
Acquanetta Warren City of Fontana	X	X	X	X	X							
Bill Hussey City of Grand Terrace	X	X	*	X	X							
Josh Pullen City of Hesperia		X	X	X	X							
Larry McCallon City of Highland	X	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

Communication: Attendance (Additional Information)

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	X							
John Dutrey City of Montclair	X	X	X	X	X							
Janet Jernigan City of Needles	X	X	X	X	X							
Alan Wapner City of Ontario		X	X	X	X							
L. Dennis Michael City of Rancho Cucamonga	*	X	X	X	X							
Paul Barich City of Redlands	*											
Mario Saucedo City of Redlands		X	*	X	X							
Joe Baca City of Rialto	*	X	X	X	X							
Helen Tran City of San Bernardino	X	X	X	*	X							
Daniel L. Mintz City of Twentynine Palms		X	X	X	X							
Rudy Zuniga City of Upland	X	X	*	X	*							
Debra Jones City of Victorville	X	X	X	X	X							
Judy Woolsey City of Yucaipa	X	X	X	X	X							
Rick Denison Town of Yucca Valley	X	X	X	X	X							
Catalino Pining Ex-Official Member	X		X	Joe Solis	Haissam Yahya							

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

Acronym List

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

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

Communication: Acronym List (Additional Information)

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

Communication: Acronym List (Additional Information)

AGENCY REPORTS

Communication: Mobile Source Air Pollution Reduction Review Committee Report (Agency Reports)

Clean Transportation Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

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, April 17, 2025. The following is a summary of the meeting.

Contract Modification Requests
The MSRC considered two contract modification requests and took the following actions:

1. Los Angeles Cleantech Incubator, Agreement #MS24013 (proposed) to implement drayage truck recharging facilities, approval of modified statement of work to change number of locations; and
2. Ryder Systems, Inc., Agreement #MS21016 to install two integrated power centers and four Mega Chargers, deferred action to next meeting pending receipt of additional information.

Status Update of MSRC FY 2024-27 Work Program Development
Staff provided an update on the implementation of the FY 2024-27 Work Program, with reports on Work Program elements adopted by the MSRC to date and anticipated in the near term. The report also addressed recent changes impacting MSRC's zero-emission goods movement pursuits and noted that industry and agencies are adapting quickly, providing new opportunities.

Public Comments
The MSRC heard public comments from the Cities of Fontana, Carson, and Pico Rivera and directed staff to place their requests on the next meeting's agenda for consideration.

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.

Communication: Mobile Source Air Pollution Reduction Review Committee Report (Agency Reports)

COMMITTEE MEMBERSHIP

Communication: Representatives on SCAG Committees (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)	F. Navarro			F. Navarro
District 7 (San Bernardino, Highland)	H. Tran	H. Tran		
District 8 (Rialto, Fontana)	A. Warren	A. Warren		
District 9 (Rancho Cucamonga, Upland, Montclair)	J. Dutrey			J. Dutrey
District 10 (Chino, Chino Hills, Ontario)	R. Marquez			R. Marquez
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	R. Denison		R. Denison	
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	D. Ramos		D. Ramos	
San Bernardino County	C. Hagman			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)

SBCTA/SBCOG Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors. 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)	Jarrod 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 4th 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

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County)* 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. The General Policy Committee is authorized to approve Contracts in excess of $100,000, Contract Task Orders in excess of $500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Vice Chair/President) John Dutrey, Montclair (TC Chair) Alan Wapner, Ontario Jesse Armendarez, Supervisor <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Helen Tran, San Bernardino (MVSS Chair) Joe Baca, Jr., Supervisor <u>Mountain/Desert</u> Art Bishop, Apple Valley Debra Jones, Victorville Rick Denison, Yucca Valley (Chair/Vice President) Dawn Rowe, Supervisor (Past President) Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	John Dutrey, Montclair** (Chair) Joe Baca, Jr., Supervisor (Vice Chair) Art Bishop, Town of Apple Valley Eunice Ulloa, Chino Ray Marquez, Chino Hills** Frank Navarro, Colton Acquanetta Warren, Fontana Bill Hussey, Grand Terrace Larry McCallon, Highland* Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley	Indeterminate (6/30/20 12/31/2026 (6/30/2025 12/31/2026 12/31/2026 Indeterminate 12/31/2025 12/31/2025 12/31/2026 Indeterminate Indeterminate 12/31/2025 12/31/2026

Communication: Committee Membership (Committee Membership)

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 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) Art Bishop, Apple Valley Larry McCallon, Highland Alan Wapner, Ontario Paul Cook, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2026 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

Communication: Committee Membership (Committee Membership)

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2)Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids Anthesis Reach Out Morongo Basin Loma Linda University Health	 On-going On-going On-going On-going On-going On-going 5/31/2027 9/30/2026 9/30/2026 4/30/2028 8/31/2027

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
Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan 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: 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. 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. 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. 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. E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC. In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.	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. 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. (Brown Act)	Cole Jackson (A) *Vacant* (B) Alex Artiaga (C) Chad Logan (D) Patrick Morris (E) Ray Marquez, Ex-Officio Ray Wolfe, Ex-Officio	10/31/2028 06/30/2028 06/30/2028 03/01/2029

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 Director 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 ho 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 ther is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.

COMMITTEE	PURPOSE	MEMBERSHIP
Council of Governments Ad Hoc Committee On May 1, 2024, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	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.	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

Communication: Committee Membership (Committee Membership)

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

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 th 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	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. 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. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.

Communication: Committee Membership (Committee Membership)

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San Bernardino County Transportation Authority

San Bernardino Council of Governments

MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019

Communication: Mission Statement (Mission Statement)