

AGENDA
Mountain/Desert Policy Committee

May 16, 2025

9:30 AM

Location

Mojave Desert Air Quality Management District
14306 Park Avenue, Victorville, CA 92392

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

Needles City Hall
817 Third Street
Needles, CA 92363

Mountain/Desert Policy Committee Membership

Chair

Debra Jones, Council Member
City of Victorville

Rick Herrick, Council Member
City of Big Bear Lake

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

Vice Chair

Art Bishop, Mayor Pro Tem
Town of Apple Valley

Josh Pullen, Council Member
City of Hesperia

Rick Denison, Council Member
Town of Yucca Valley

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Janet Jernigan, Mayor
City of Needles

Paul Cook, Supervisor
County of San Bernardino

Timothy Silva, Mayor
City of Barstow

Dawn Rowe, Supervisor
County of San Bernardino

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

AGENDA

Mountain/Desert Policy Committee Meeting

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14306 Park Avenue, Victorville, CA 92392**

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

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

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

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

CALL TO ORDER

(Meeting Chaired by Debra Jones)

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

Public Comment

Brief Comments from the General Public

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

Pg. 10

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

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

DISCUSSION ITEMS

Discussion - Transportation Programming and Fund Administration

2. River Road Widening Funding Agreement No. 25-1003287

Pg. 11

That the Mountain/Desert Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the draft agreement.

3. River Street Widening Funding Agreement No. 25-1003288

Pg. 22

That the Mountain/Desert Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the draft agreement.

4. Amendment No. 5 to North First Avenue Overhead BNSF Funding Agreement No. 15-1001119 Pg. 33

That the Mountain/Desert Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the draft amendment.

5. Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293 Pg. 42

That the Mountain/Desert Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel have reviewed this item and the draft agreement.

6. Amendment No. 2 to Bartlett Avenue Widening Funding Agreement No. 23-1002977 Pg. 55

That the Mountain/Desert Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the draft amendment.

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

Acronym List

Mission Statement

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The next Mountain/Desert Policy Committee meeting is scheduled for June 20, 2025.

Meeting Procedures and Rules of Conduct

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

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

Minute Action

AGENDA ITEM: 1

Date: May 16, 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
		None	

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: May 16, 2025

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: May 16, 2025

Subject:

River Road Widening Funding Agreement No. 25-1003287

Recommendation:

That the Mountain/Desert Policy Committee recommend 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 Colorado River MLHP 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.

Entity: San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

May 16, 2025

Page 2

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: May 16, 2025

Witnessed By:

San Bernardino County Transportation Authority

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 Committee _____ Item # _____

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

							Total Contract Funding:	Total Contingency:	
							\$	\$	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name		
GL	4430	50	0550	0516	54840	41100000	Colorado River MLHP	60,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Parent Contract _____ PM Description _____
 Z-Related Contracts _____

Marc Lucius Andrea Zureick
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.014.255.54840.

Attachment: 25-1003287 CSS (11486 : 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

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

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.

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

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").

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF NEEDLES

By: _____
Ray Marquez, President
Board of Directors

By: _____
Patrick Martinez
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
John O. Pinkney, SBEMP
City Attorney

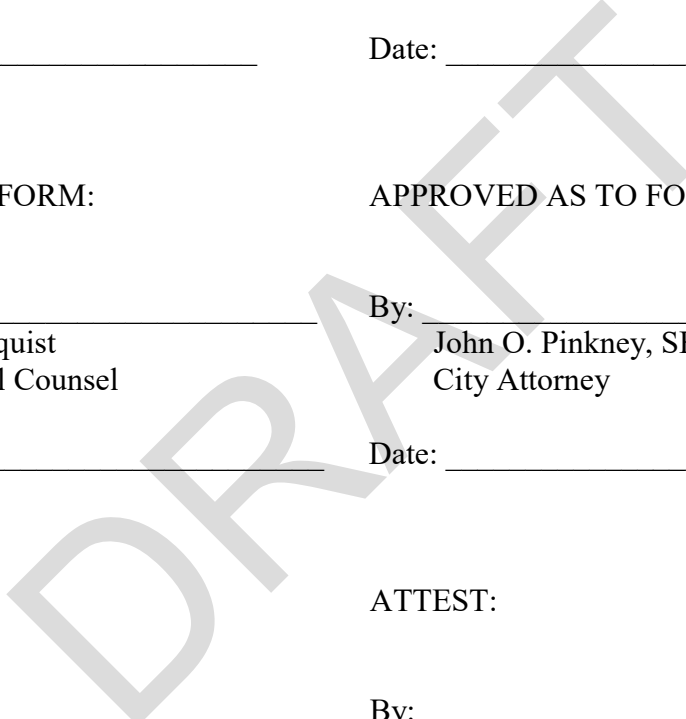
Date: _____

Date: _____

ATTEST:

By: _____
Candace Clark
Interim City Clerk

Date: _____



Attachment: 25-1003287 Draft (11486 : 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

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.

DRAFT

Minute Action

AGENDA ITEM: 3

Date: May 16, 2025

Subject:

River Street Widening Funding Agreement No. 25-1003288

Recommendation:

That the Mountain/Desert Policy Committee recommend 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 Colorado River MLHP 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.

Entity: San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

May 16, 2025

Page 2

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: May 16, 2025

Witnessed By:

San Bernardino County Transportation Authority

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 _____ Committee _____ Item # _____

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

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	4430	50	0550	0516	54840		41100000	13,500.00	-
GL							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 _____ Andrea Zureick _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.014.256.54840.

Attachment: 25-1003288 CSS (11487 : 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

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

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.

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 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").

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF NEEDLES

By: _____
Ray Marquez, President
Board of Directors

By: _____
Patrick Martinez
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
John O. Pinkney, SBEMP
City Attorney

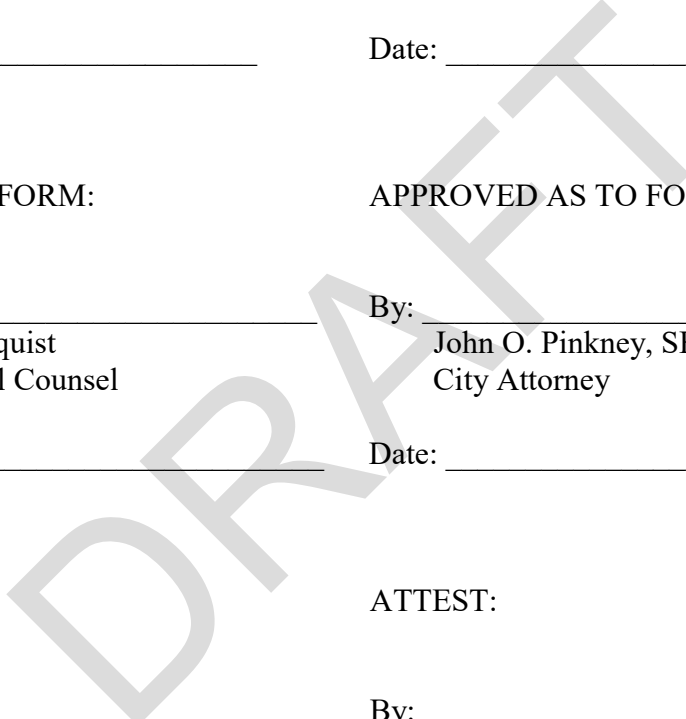
Date: _____

Date: _____

ATTEST:

By: _____
Candace Clark
Interim City Clerk

Date: _____



Attachment: 25-1003288 Draft (11487 : 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

Attachment: 25-1003288 Draft (11487 : 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.

Minute Action

AGENDA ITEM: 4

Date: May 16, 2025

Subject:

Amendment No. 5 to North First Avenue Overhead BNSF Funding Agreement No. 15-1001119

Recommendation:

That the Mountain/Desert Policy Committee recommend 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 of 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 North Desert MLHP 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 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

Mountain-Desert Committee Agenda Item
May 16, 2025
Page 2

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: May 16, 2025
Witnessed By:

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 Committee Item #

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

							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	2,267,411.00	\$	-
GL	4330	50	0550	0516	54840		41100000		2,267,411.00		-
GL							North Desert MLHP		2,267,411.00		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
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GL									-		-

Marc Lucius Andrea Zureick
 Project Manager (Print Name) 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 (11530 : 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

- 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.

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---

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF BARSTOW

By: _____
Ray Marquez, President
Board of Directors

By: _____
Timothy R. Silva
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Matthew Summers
City Attorney

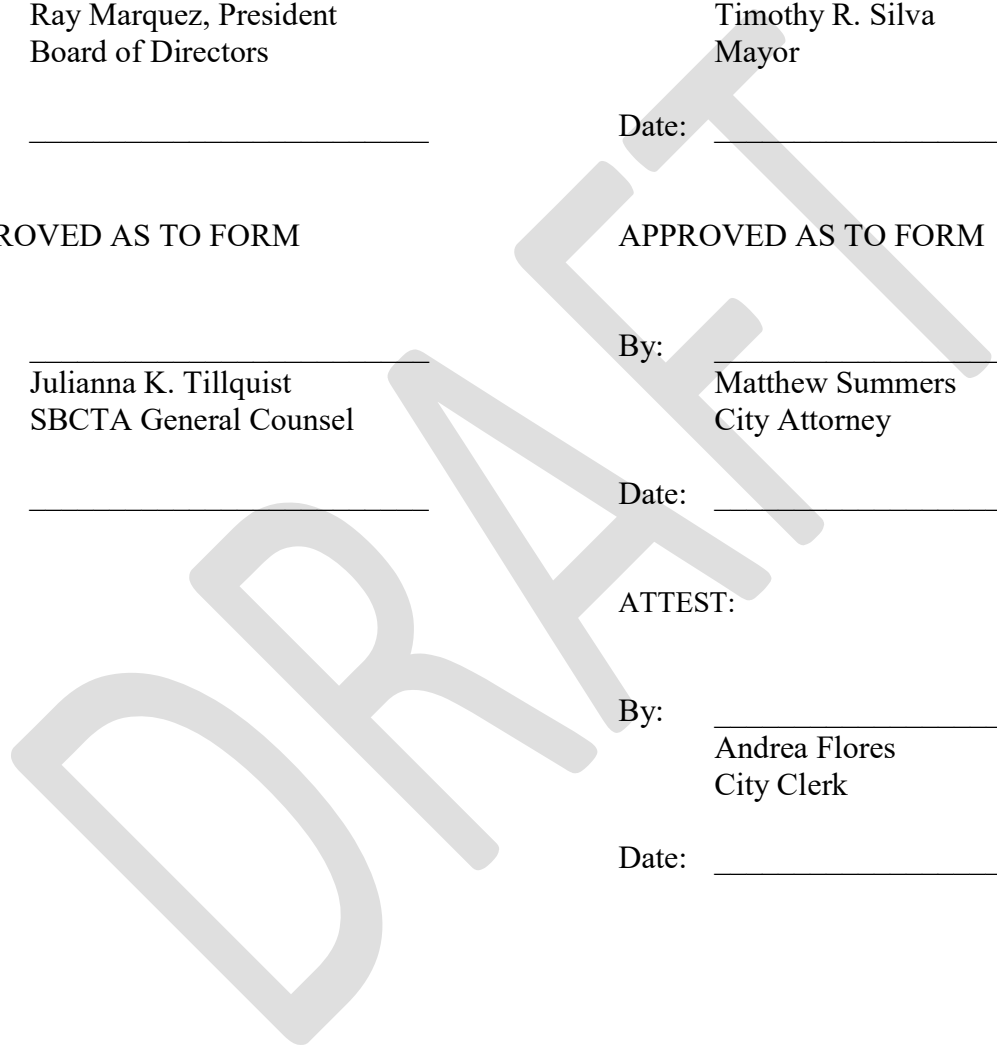
Date: _____

Date: _____

ATTEST:

By: _____
Andrea Flores
City Clerk

Date: _____



Attachment: 15-1001119-05 Draft (11530 : 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

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.

Minute Action

AGENDA ITEM: 5

Date: May 16, 2025

Subject:

Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293

Recommendation:

That the Mountain/Desert Policy Committee recommend 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 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.

Entity: San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

May 16, 2025

Page 2

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: May 16, 2025

Witnessed By:

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 _____ Committee _____ Item # _____

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

							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$	
GL	4230	50	0550	0516	54840		41100000	2,190,000.00		-	
							Victor Valley MLHP	2,190,000.00		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
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Marc Lucius _____ Andrea Zureick _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.001.257.54840

Attachment: 25-1003293 CSS (11522 : Bellflower Street Widening (Phase 2) Funding Agreement No. 25-1003293)

PROJECT FUNDING AGREEMENT NO. 25-1003293

FOR

**BELFLOWER 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.”

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

- 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.

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.

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.

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.

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.

- 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-----

DRAFT

Attachment: 25-1003293 Draft (11522 : 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**

CITY OF ADELANTO

By: _____
Ray Marquez, President
Board of Directors

By: _____
Gabriel Reyes
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Todd Litfin
City Counsel

Date: _____

Date: _____

ATTEST:

By: _____
Brenda Lopez
Clerk of the Board

Date: _____

DRAFT

Attachment: 25-1003293 Draft (11522 : 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

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

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.

Minute Action

AGENDA ITEM: 6

Date: *May 16, 2025*

Subject:

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

Recommendation:

That the Mountain/Desert Policy Committee recommend 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 of 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 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

Mountain-Desert Committee Agenda Item

May 16, 2025

Page 2

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: May 16, 2025

Witnessed By:

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 Committee _____ Item # _____

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

							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	4,956,923.00	\$	-
GL	4230	50	0550	0516	54840		41100000		4,956,923.00		-
GL							Victor Valley MLHP		4,956,923.00		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-

Marc Lucius _____ Andrea Zureick _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.001.249.54840

Attachment: 23-1002977-02 CSS (11510 : 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.

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---

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ADELANTO

By: _____
Ray Marquez, President
Board of Directors

By: _____
Gabriel Reyes
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Todd Litfin
City Attorney

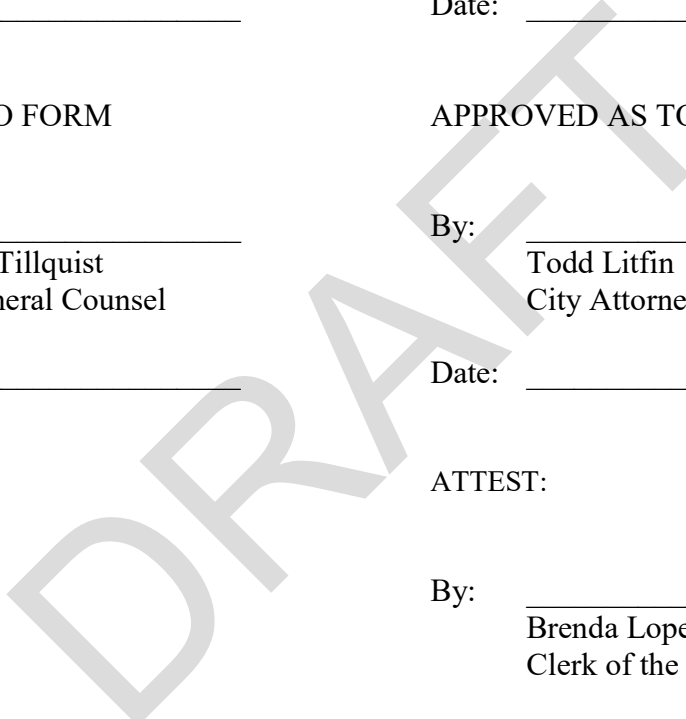
Date: _____

Date: _____

ATTEST:

By: _____
Brenda Lopez
Clerk of the Board

Date: _____



Attachment: 23-1002977-02 Draft (11510 : 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

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.

Additional Information

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Daniel Ramos City of Adelanto		X	X*	X								
Art Bishop Town of Apple Valley		X	X	X								
Timothy R. Silva City of Barstow		X	X	X*								
Rick Herrick City of Big Bear Lake		X										
Josh Pullen City of Hesperia		X	X	X								
Janet Jernigan City of Needles		X		X								
Dan Mintz City of Twentynine Palms		X	X	X								
Debra Jones City of Victorville		X	X	X								
Rick Denison Town of Yucca Valley		X	X	X								
Paul Cook County of San Bernardino		X	X									
Dawn Rowe County of San Bernardino												

Communication: Attendance (Additional Information)

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

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

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

Acronym List

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



MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019