cog
Council of Governments

sb

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County Transportation Authority

AGENDA
Board of Directors Meeting
December 3, 2025

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

Convene Regular Meeting immediately following Closed Session

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

Board of Directors

President
Rick Denison, Council Member
Town of Yucca Valley

Vice-President
Joe Baca, Jr., Supervisor
County of San Bernardino

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Timothy Silva, Mayor
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Council Member
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Bill Hussey, Mayor
City of Grand Terrace

Josh Pullen, Council Member
City of Hesperia

Larry McCallon, Mayor Pro Tem
City of Highland

Ronald Dailey, Mayor Pro Tem
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Janet Jernigan, Mayor
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Mario Saucedo, Mayor
City of Redlands

Joe Baca, Mayor
City of Rialto

Helen Tran, Mayor
City of San Bernardino

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

Rudy Zuniga, Mayor Pro Tem
City of Upland

Vacant
City of Victorville

Judy Woolsey, Council Member
City of Yucaipa

Paul Cook, Supervisor
County of San Bernardino

Jesse Armendarez, Supervisor
County of San Bernardino

Dawn Rowe, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Catalino Pining, Caltrans
Ex-Officio Member

Carrie Schindler, *Executive Director*

Julianna Tillquist, *General Counsel*

San Bernardino County Transportation Authority
San Bernardino Council of Governments

AGENDA

Board of Directors
December 3, 2025

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

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1) -- 12 cases

a. SBCTA—*Pulice Construction, Inc. v. SBCTA, et al.*
OAH Case No. A-0007-2021

b. SBCTA—*SBCTA v. The Lane-Security Paving Joint Venture, et al.*
Riverside Superior Court Case No. CVRI2307054 (formerly San Bernardino Superior Court Case No. CIVSB2305070)

c. SBCTA—*SBCTA v. The Lane-Security Paving Joint Venture, et al.*
Riverside Superior Court Case No. CVRI2504883 (formerly San Bernardino Superior Court Case No. CIVSB2509373)

d. SBCTA—*Southwest Jet Fuel Co. v. California Department of Tax and Fee Administration*
Fresno Superior Court Case No. 22CECG01224; Fifth Dist. Court of Appeal Case No. F087656

e. SBCTA—*Family Fun Center, Upland, LLC et al. v. Security Paving Company, Inc., Lane Construction Corp., SBCTA, et al.*
San Bernardino Superior Court Case No. CIVSB2326404

f. SBCTA—*Jason Chiakowsky, Greyson Chiakowsky v. SCRRA, City of Redlands, County of San Bernardino, San Bernardino County Transit [sic] Authority et al.*
San Bernardino Superior Court Case No. CIVSB2402748

g. SBCTA—*Elecnor Belco Electric, Inc. v. Security Paving Company, Inc.; The Western Surety Company; SBCTA, et al.*
San Bernardino Superior Court Case No. CIVSB2425290

h. SBCOG—*In re Renovate America, Inc.*
United States Bankruptcy Court for the District of Delaware Case No. 20-13172

i. SBCTA—*Malcolm Drilling Company, Inc. v. The Lane-Security Paving Joint Venture, et al.*
San Bernardino Superior Court Case No. CIVSB2516041

j. SBCTA—*G&F Concrete Cutting, Inc. v. The Lane-Security Paving Joint Venture, et al.*
San Bernardino Superior Court Case No. CIVSB2514885

k. SBCTA—*Ward LeRoy v. The City of Rancho Cucamonga, et al.*
San Bernardino Superior Court Case No. CIVRS2506551

l. SBCTA— *High-Light Electric, Inc., a California corporation v. SBCTA, et al.*
San Bernardino Superior Court Case No. CIVSB2529381

***** Convene Regular Meeting immediately following Closed Session *****
1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino

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

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

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

CALL TO ORDER

(Meeting Chaired by Rick Denison)

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

Public Comment

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest Pg. 18

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

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

INFORMATIONAL ITEMS

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

2. September 2025 Procurement Report Pg. 20

Receive the September 2025 Procurement Report.
Presenter: Alicia Bullock

This item was received by the General Policy Committee on November 12, 2025.

3. Budget to Actual Report for First Quarter Ending September 30, 2025 Pg. 27

Receive and file Budget to Actual Report for the first quarter ending September 30, 2025.
Presenter: Lisa Lazzar

This item was received by the General Policy Committee on November 12, 2025.

4. Transit and Rail Programs Contract Change Orders to On-Going Contracts Pg. 36

Receive and file Change Order Report.
Presenter: Victor Lopez

This item was received by the Transit Committee on November 13, 2025.

5. Project Delivery Contract Change Orders to On-Going Contracts Pg. 38

Receive and file Change Order Report.
Presenter: Khalid Bazmi

This item was received by the Board of Directors Metro Valley Study Session on November 13, 2025.

6. Interstate 10 Express Lanes Contract 1 - First Quarter Operations Report Pg. 44

Receive and file the Fiscal Year 2025/2026 First Quarter Operations Report for the Interstate 10 Express Lanes Contract 1.
Presenter: Philip Chu

This item was received by the Board of Directors Metro Valley Study Session on November 13, 2025.

CONSENT CALENDAR

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

Consent - Administrative Matters

7. 2026 Board of Directors and Policy Committee Meeting Calendar Pg. 65

Approve the 2026 Board of Directors and Policy Committee meeting calendar.
Presenter: Marleana Roman

The individual policy committee schedules were reviewed and approved by the respective policy committees during the month of November, with the exception to Mountain/Desert Policy Committee.

Consent - Project Delivery

8. State Route 60 Central Avenue Interchange - Amendment No. 6 to Cooperative Agreement No. 15-1001091 and Contingency Increase for Contract No. 19-1002196 Pg. 80

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

A. Approve Amendment No. 6 to Cooperative Agreement No. 15-1001091 (R14050) with the City of Chino to revise the Project Funding Table to reflect an increased total project cost in the amount of $786,599, increasing the Measure I Interchange Program funds by $320,779 and City of Chino funds by $465,820.

B. Approve a contingency increase for Construction Contract No. 19-1002196 with Security Paving Company, Inc. by $620,625.62, for a revised total contingency amount of $3,532,664.62 to be funded with Valley Interchange Measure I funds and City of Chino Local Funds.
Presenter: Paul Melocoton

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 13, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

9. Interstate 10 Corridor Freight and Express Lanes - Contract 2B: Temporary Encroachment Agreement and Construction Cooperative Agreement Pg. 88

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

A. Approve Temporary Encroachment Agreement No. 26-1003382 between Union Pacific Railroad (UPRR) and SBCTA for the Interstate 10 (I-10) Corridor Freight and Express Lanes - Contract 2B Project in the amount of $303,110, which is comprised of not-to-exceed $253,110 for the Temporary Construction Easements and $50,000 for UPRR project management and construction management costs, to be funded with Measure I Valley Freeway Program funds. UPRR's project management and construction management costs may be recalculated and adjusted by UPRR if SBCTA does not commence construction on the portion of the Project located on the UPRR's property within six months.

B. Authorize the Executive Director, or her designee, to negotiate, finalize, and execute Agreement No. 26-1003418 with the California Department of Transportation (Caltrans) for the construction phase of the I-10 Corridor Freight and Express Lanes Project – Contract 2B, in a not-to-exceed amount of $7,222,000, to be paid with $6,992,000 in Federal funds that Caltrans will access directly for oversight work and $230,000 in Measure I Valley Freeway Program funds for Department Furnished Materials, subject to approval as to form by SBCTA General Counsel.
Presenter: Heng Chow

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 13, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement with UPRR.

10. Progress Briefing Report through September 2025 Pg. 125

Receive the Major Projects Status Report for the period through September 2025.
Presenter: Khalid Bazmi

This item was received at the Board of Directors Metro Valley Study Session on November 13, 2025.

Consent - Regional/Subregional Planning

11. Climate Pollution Reduction Grant Program Update Pg. 127

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

Authorize SBCTA/SBCOG staff to submit the Comprehensive Climate Action Plan to the Environmental Protection Agency as the lead agency for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area.
Presenter: Josh Lee

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 12, 2025.

Consent - Transit

12. Allocate Additional Funding for Arrow Station Cooperative Agreements with City of Redlands Pg. 138

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

Allocate $139,000 of Measure I (Rail) for reimbursements to the City of Redlands for maintenance and security of the Arrow stations, as required by station cooperative agreements between SBCTA and the City of Redlands.
Presenter: Ryan Aschenbrenner

This item was reviewed and unanimously recommended for approval by the Transit Committee on November 13, 2025.

13. West Valley Connector Phase I – Amendment No. 2 to Contract No. 17-1001638 with Omnitrans Pg. 140

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

Approve Amendment No. 2 to Contract No. 17-1001638 with Omnitrans, memorializing the roles and responsibilities of each agency for the implementation of the West Valley Connector Project, increasing Omnitrans' contribution to reimburse SBCTA for the cost of the project to a not-to-exceed amount of $139,500,090, and increasing SBCTA's contribution to reimburse Omnitrans for the cost of the project to a not-to-exceed amount of $42,010,237.
Presenter: Joy Buenaflor

This item was reviewed and unanimously recommended for approval by the Transit Committee on November 13, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Consent - Council of Governments

14. Inland Regional Energy Network Mid-Cycle Advice Letter (2026-2027) and Business Plan Application (2028-2035) Update Pg. 152

Receive an update on the Mid-Cycle Advice Letter and Business Plan Application for the San Bernardino Council of Governments Inland Regional Energy Network.
Presenter: Jennifer Aguilar

This item was received by the General Policy Committee on November 12, 2025.

Consent - Transportation Programming and Fund Administration

15. Seneca Road Pavement Rehabilitation Project Funding Agreement 26-1003420 Pg. 157

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

A. Allocate $680,543 in Victor Valley Major Local Highway Program funds to the City of Adelanto for the Seneca Road Pavement Rehabilitation Project.

B. Approve Funding Agreement No. 26-1003420 in the amount of $680,543 with the City of Adelanto for the Seneca Road Pavement Rehabilitation Project.
Presenter: Marc Lucius

This item was reviewed and recommended for approval (5-0-0) without a quorum of the Mountain/Desert Policy Committee present on November 21, 2025. Revisions have been made to Attachment A of the draft agreement and can be found in bold font. SBCTA General Counsel has reviewed this item and the draft agreement.

16. Amendment No. 2 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project Pg. 169

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

A. Allocate an additional $106,527 in Measure I Morongo Basin Subarea Major Local Highway Projects Program (MLHP) funds, for a total of $419,085, to the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project.

B. Approve Amendment No. 2 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project, to add $106,527 in MLHP funds and to extend the contract termination date through June 30, 2027.
Presenter: Marc Lucius

This item was reviewed and recommended for approval (5-0-0) without a quorum of the Mountain/Desert Policy Committee present on November 21, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

Consent - Legislative/Public Outreach

17. State Legislative Update Pg. 177

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

- Transportation; and
- Council of Governments.

Presenter: Molly Wiltshire

This item was received by the Legislative Policy Committee on November 12, 2025.

18. Federal Legislative Update Pg. 293

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

- Transportation; and
- Council of Governments.

Presenter: Molly Wiltshire

This item was received by the Legislative Policy Committee on November 12, 2025.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Administrative Matters

19. Adopt Resolution No. 26-007, Approve Bonding Documents to Issue the 2026 Bonds, and Award Single Source Agreements Pg. 295

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

A. Adopt Resolution No. 26-007, authorizing the issuance and sale of not-to-exceed $200,000,000 aggregate principal amount of SBCTA sales tax revenue bonds and further authorizing the execution and delivery of the Bond Purchase Agreements, Preliminary Official Statement, Seventh Supplemental Indenture, and Continuing Disclosure Certificate for the issuance of the 2026A Sales Tax Revenue Bonds and any other actions required to close the transaction. The Resolution must be approved by at least a two-thirds majority of the Board; and

B. Designate BofA Securities, Inc. as Senior Manager and Wells Fargo Bank, National Association, and Goldman Sachs & Co. LLC as Co-Managers for bond underwriting services; and

C. Approve new Fund 5027 and Task 0969 2026A Sales Tax Revenue Bonds; and

D. Approve a budget amendment for Fiscal Year 2025/2026 to record the bond transaction in Fund 6220 ($90,000,000) and Fund 6210 ($110,000,000) with estimated bond proceeds of $200,000,000 and to pay project costs associated with the issuance of the 2026A Sales Tax Revenue Bonds in the amount of $705,000; and

E. Find that it is in the best interest of the agency to enter **Single Source** Agreement No. 26-1003427 with Fitch Ratings, Inc. (Fitch) for bond rating services, and authorize the Executive Director, or her designee, to execute the agreement, pending the standard agreement letter to be provided by Fitch and upon approval as to final form by General Counsel, for Rating Services with an evergreen term, where SBCTA will terminate when the services are no longer needed, for the rating of the all sales tax revenue bonds for an amount not-to-exceed $100,000 to be funded from bond proceeds; and

F. Find that it is in the best interest of the agency to enter the **Single Source** Agreement No. 26-1003428 with S&P Global Ratings (S&P) for bond rating services, and authorize the Executive Director, or her designee, to execute the agreement, pending the standard agreement letter to be provided by S&P and upon approval as to final form by General Counsel, for Rating Services with an evergreen term, where SBCTA will terminate when the services are no longer needed, for the rating of the all sales tax revenue bonds for an amount not-to-exceed $100,000 to be funded from bond proceeds.

Presenter: Lisa Lazzar

This item has not received prior policy committee or technical advisory committee review. This item is being directly presented to this body because California Government Code requires an agenda item involving borrowing to be presented as a discussion item. SBCTA General Counsel and Procurement Manager have reviewed this item, the resolution, and bond documents.

20. Board Member Appointments and Opportunities to Serve

Pg. 471

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

A. Approve the appointments of Mayor Pro Tem Alan Wapner, City of Ontario, to serve as the primary member, and Mayor John Dutrey, City of Montclair, to serve as the alternate member, on the Southern California Regional Rail Authority Board for terms expiring December 31, 2029.

B. Note the dissolution of the Council of Governments Ad Hoc Committee and the Housing Trust Ad Hoc Committee.

Note the following opportunities to serve as a representative of SBCTA to external agencies. The Board is the appointing authority for Recommendations C-D:

C. Note the opportunity for one Board Member to serve on the Gold Line Phase II Joint Powers Authority as the primary member, for a two-year term expiring December 31, 2027.

D. Note the opportunity for one Board Member to serve on the SCAG Regional Council representing SBCTA, for a two-year term expiring December 31, 2027.

Note the following opportunities to serve on SBCTA and/or SBCOG Committees and boards or commissions of external agencies. The Board President is the appointing authority for Recommendations E - G:

E. Note the opportunity for three Valley Board Members to serve on the SBCTA Transit Committee, for a two-year term expiring December 31, 2027.

F. Note the opportunity for one Board Member to serve on the Inland Regional Energy Network Program Executive Committee, for a two-year term expiring December 31, 2027.

G. Note the opportunity for three members to serve on the Southern California Association of Governments (SCAG) Community, Economic and Human Development Policy Committee; three members to serve on the SCAG Energy and Environment Policy Committee; and one member to serve on the SCAG Transportation Committee, for two-year terms expiring December 31, 2027.

Presenter: Marleana Roman

Recommendation A was reviewed and unanimously approved by the Transit Committee on November 13, 2025. The remainder of the item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board so that the full Board is apprised of opportunities to serve.

21. SB 707 - Revise Policies - Rules for Addressing the Board of Directors & Policy Committees & Receive Copy of the Brown Act

Pg. 475

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

A. Approve revisions to Policy No. 10000 Section XII.A.2, Policy No. 10007 Section IX.A.2, and Policy No. 10020 Section IX.A.1 and A.2 - Rules for Addressing the Board of Directors & Policy Committees, to remove references to Government Code § 54954.3(a).

B. Approve revisions to Meeting Procedures and Rules of Conduct in accordance with revised Policies and new State law relating to remote participation by any legislative body members with a disability.

Presenter: Marleana Roman

This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board so that appropriate revisions are made prior to the January 1, 2026 effective date. SBCTA General Counsel has reviewed this item and the revised Policies and Meeting Procedures.

Discussion - Project Delivery

22. Construction Contract Award for Interstate-215 Landscape Bi-County/Segment-5 Project Pg. 515

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

A. Award Construction Contract No. 24-1003062 to the lowest responsive, responsible bidder, Marina Landscape, Inc., for the Interstate 215 Bi-County/Segment-5 Landscape Project in a not-to-exceed amount of $8,601,921.10 to be funded with Measure I Valley Freeway Program funds, Federal Surface Transportation Program funds, and Projects of National and Regional Significance funds.

B. Approve a contingency allowance in a not-to-exceed amount of $1,003,356.01 for Contract No. 24-1003062, for Project Contingency, Agency Furnished Materials and Supplemental Work, to be released, as necessary for the project, in accordance with Contracting and Procurement Policy No. 11000, to be funded with Measure I Valley Freeway Program funds.

Presenter: Juan Lizarde

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its December 3, 2025 meeting pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d., as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

23. Interstate 10 Contract 1 Landscape Project Construction Contract No. 24-1003144 Pg. 597

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

Authorize the Executive Director, or her designee, to execute Construction Contract No. 24-1003144 to the lowest responsive and responsible bidder for the Interstate 10 Contract 1 Landscape Project, upon approval as to form by SBCTA General Counsel.

Presenter: Juan Lizarde

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a delegation for a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel and Procurement Manager have reviewed this item.

Discussion - Transit

24. ONT Connector Project – Cancel Procurement and Close the Project Pg. 599

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

Cancel the Request for Proposals to shortlist a Design-Build team for the Ontario Connector Project (Project), deallocate unexpended funds previously programmed or planned for the Project, and close out the Project.

Presenter: Victor Lopez

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to Board to expedite decision on next steps for the project. SBCTA General Counsel and Procurement Manager have reviewed this item.

Discussion - Transportation Programming and Fund Administration

25. **Update on Southern California Association of Governments STBG/CMAQ Call for Projects** Pg. 601

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

A. Receive update on the Federal Fiscal Year (FFY) 2026/2027 and FFY 2027/2028 Southern California Association of Governments Surface Transportation Block Grant/Congestion Mitigation and Air Quality Call for Projects and award recommendations.

B. Approve the establishment of an Ad Hoc Committee to look at transportation impacts relating to the LA28 Olympics and Paralympic Games.
Presenter: Ryan Graham

This item was received by the Board of Directors Metro Valley Study Session (MVSS) on November 13, 2025 and the Mountain/Desert Policy Committee on November 21, 2025. In addition, MVSS unanimously approved a motion to recommend the Board establish an Ad Hoc Committee to look at transportation impacts relating to the LA28 Olympics and Paralympic Games.

Discussion - Council of Governments

26. **Update on the Housing Trust Joint Powers Authority** Pg. 606

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

A. Receive an update on feedback received by the Board Housing Trust Ad Hoc Committee.

B. Approve establishing the Joint Powers Authority (JPA) under the provisions of the JPA Act and the provisions of Senate Bill 20.
Presenter: Monique Reza-Arellano

The information in this item was reviewed by the Board Housing Trust Ad Hoc on October 16, 2025 and the CCMTAC Housing Trust Ad Hoc on November 6, 2025. SBCTA/SBCOG General Counsel has reviewed this item.

27. **San Bernardino County Fire Protection District Overview** Pg. 615

Receive a presentation from the San Bernardino County Fire Protection District on fire response and resiliency.
Presenter: Suzanne Peterson

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board due to the nature of its content being of universal interest to all jurisdictions.

Comments from Board Members

Brief Comments from Board Members

Executive Directors Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance Pg. 617
Acronym List Pg. 619

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Report Pg. 622

Committee Membership

Representatives on SCAG Committees Pg. 624
Appointments to External Agencies Pg. 625
Committee Membership Pg. 627

Mission Statement

Mission Statement Pg. 633

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Your cooperation is appreciated!

General Practices for Conducting Meetings

of

Board of Directors and Policy Committees

Attendance.

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

Basic Agenda Item Discussion.

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

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

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008
Revised March 2014
Revised May 4, 2016
Revised June 7, 2023

Important Dates to Remember…

December 2025

SBCTA Meetings - Cancelled: Legislative Policy Committee

SBCTA Meetings – Scheduled:			
General Policy Committee	Dec 10	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	CANCELLED	---	SBCTA Lobby, 1st Floor
Transit Committee	Dec 11	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Dec 11	Immediately following TC	SBCTA Lobby, 1st Floor
Mountain/Desert Policy Committee	Dec 12	9:30 am	Mojave Desert AQMD

Other Meetings/Events:			
None			

SBCTA Offices will be CLOSED:

- **December 24, 2025 to January 2, 2026 for the Holidays**

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

Minute Action

AGENDA ITEM: 1

Date: December 3, 2025

Subject:
Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Principals & Agents	Subcontractors
8	19-1002196	Security Paving Company, Inc. *Joseph Ferndino*	ACE Fence AM Concrete BELCO CGO Construction Co. Drill Tech DYWIDAG Griffith Company Integrity Rebar KIE-CON, Inc. Statewide Safety Systems
9	26-1003382	Union Pacific Railroad Company *Ken Tom*	Benesch
19	Indenture	U.S. Bank Global Corporate Trust *Ilse J. Vlach, Vice President*	None
		BofA Securities, Inc. *Bryon Rockwell, Managing Director*	
		Wells Fargo Bank, National Association *Julie Burger, Managing Director*	
		Goldman Sachs & Co. LLC *Jessica Yueh, Public Sector & Infrastructure Banking*	
	26-1003427	Fitch Ratings, Inc. *Karen Ribble, Senior Director*	

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

Item No.	Contract No.	Principals & Agents	Subcontractors
19 (cont.)	26-1003428	Standard & Poors Global Ratings, Inc. *Kent Vincent P. Amorin,* *Client Financial Relations*	
22	24-1003062	Marina Landscape, Inc. *Robert B. Cowan*	High-Light Electric
24	23-1002870	Ontario Tunnel Constructors, a Joint Venture – Skanska USA Civil West California District Inc., and Obayashi Corporation *James Bailey*	Michael Baker International Earth Mechanics
		ONTheMove JV, a Joint Venture – Civil & Building North America, Inc., with BESSAC, Nicholson Construction Company, and Colas Construction USA *Giuseppe (Joe) Folco*	None

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

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

Responsible Staff:

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: December 3, 2025

Subject:
September 2025 Procurement Report

Recommendation:
Receive the September 2025 Procurement Report.

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

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

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

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

- One new contract was executed.
- Two contract amendments were executed.
- One CTO was executed.
- Three CTO amendments were executed.
- Two contingency amendments were executed.
- No new purchase orders were executed.
- Two purchase order amendments were executed.
- Two RFPs were released.

Below is a summary of the actions taken by CityCom:

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

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

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

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

Reviewed By:
This item was received by the General Policy Committee on November 12, 2025.

Responsible Staff:
Alicia Bullock, Procurement Manager

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

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

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
New Contract	25-1003273		Atkinson, Andelson, Loya, Ruud and Romo	For On-Call Employment Law Advisement Services for continued defense of SBCTA.	$ 100,000.00	$ -	$ -	$ 100,000.00	N/A
Contract Amendment	15-1001289	2	Omnitrans	To process Federal Transit Administration sub-recipient requirements, revising the term period for Memorandum of Understanding (MOU) so that the MOU continues indefinitely until one or both parties wish to terminate.	$ -	$ -	$ -	$ -	N/A
Contract Amendment	23-1002949	3	Best Best & Krieger, LLP	Legal Opinions Regarding Government Operations to allow continued legal services regarding, inter alia, placement of transaction and use tax measure on 2026 ballot.	$ 5,000.00	$ 50,000.00	$ 45,000.00	$ 100,000.00	N/A
CTO	25-1003258	6	Monument ROW	For On-Call Right-of-Way Services to provide Close-Out Activities support for various Project Delivery projects.	$ 125,000.00	$ -	$ -	$ 125,000.00	$8,000,000.00 (available $7,486,022.77)
CTO Amendment	22-1002744	2.4	WSP	To extend the expiration date for On-Call Transit and Rail Services to ensure continued support of current and future Transit and Rail Projects and Programs.	$ 75,000.00	$ -	$ -	$ 75,000.00	$20,000,000.00 (available $8,430,295.00)
CTO Amendment	22-1002744	4.4	WSP	To extend the expiration date for On-Call Engineering Plan Review Services to ensure continued support of current and future Transit and rail projects and Programs.	$ 15,000.00	$ -	$ -	$ 15,000.00	$20,000,000.00 (available $8,430,295.00)
CTO Amendment	23-1002832	9.1	Gafcon PM-CM,LLC	To extend the CTO term for Labor Compliance Services for the Transit and Rail Maintenance of Way Contract.	$ 19,000.00	$ -		$ 19,000.00	$700,000.00 (available $216,758.16)

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

Attachment: September 2025 Procurement Report- PDF (12100 : September 2025 Procurement Report)

Attachment A - 2
September 2025 Contingency Released Actions

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
16-1001530 No. 5O	To appraise three properties needed for the landscape improvements on north side of I-10 between Grove and 4th Street, including Preliminary title Reports, landowner negotiations, escrow coordination, document preparation and project management for I-10 Corridor Contract 1 Project and Construction Management Services.	HNTB Corporation	$ 40,000,000.00	$ 29,021,019.78	$ 8,346,475.00	$ 52,085.00	$ 77,419,579.78
22-1002775 No. 0F	For Coordination on additional work associated with the utility encroachment policy exception, and additional potholing on existing waterlines for the US 395 Phase 2 Plans, Specifications and Estimates Project.	AECOM	$ 7,104,413.13	$ -	$ 456,265.26	$ 175,998.38	$ 7,736,676.77

Attachment: September 2025 Procurement Report- PDF (12100 : September 2025 Procurement Report)

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

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
PO Amendment	4002621	6/17/2025	Professional Communications Network, LP	Call Answering/Freeway Service Patrol Customer Survey Call Taking Services Including Programming.	$ 2,743.60	$ -	$ 685.90	$ 3,429.50
PO Amendment	4002638	7/15/2025	AT&T Mobility	Freeway Service Patrol GPS Tracking Units and SAFE Vehicle Registration Fiscal Year 2025/2026.	$ 9,000.00	$ 2,160.00	$ 540.00	$ 11,700.00

Attachment: September 2025 Procurement Report- PDF (12100 : September 2025 Procurement Report)

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

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
9/4/2025	RFP26-1003359	$487,830.00	1/7/2026	Traffic and Revenue Services for the I-10 and I-15 Express Lanes
9/9/2025	RFP25-1003289	$150,000.00	1/7/2026	Office 365 Implementation

Attachment: September 2025 Procurement Report- PDF (12100 : September 2025 Procurement Report)

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

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA51858	Cmax Commercial Maintenance	Failing caulk - resealed all toilets and grout in lobby restrooms.	$ 1,285.00
PO SBCTA51961	Weatherite Corp.	Heating, Ventilation & Air Conditioning, Install secondary drain pan for unit HP 210 (Part of Upgrade Phase 3).	$ 4,632.00
PO SBCTA51857	Weatherite Corp.	Heating, Ventilation & Air Conditioning, Install secondary drain pan for unit 200 (Part of Upgrade Phase 3).	$ 4,782.00
PO SBCTA51960	Weatherite Corp.	Heating, Ventilation & Air Conditioning, install secondary drain pan for unit HP 215 (Part of Upgrade Phase 3).	$ 4,632.00

Attachment: September 2025 Procurement Report- PDF (12100 : September 2025 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: December 3, 2025

Subject:
Budget to Actual Report for First Quarter Ending September 30, 2025

Recommendation:
Receive and file Budget to Actual Report for the first quarter ending September 30, 2025.

Background:
The Fiscal Year 2025/2026 Budget for new activity was adopted by the Board of Directors (Board) on June 4, 2025. Budgetary information includes the original and revised budgets and expenditures as of September 30, 2025.

The report is broken down by Fund group and provides a percentage of the budget received or expended through September 30, 2025.

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

General Fund

A. Revenues:

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

B. Expenditures:

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

C. Other Financing Sources:

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

Federal Fund

A. Revenues:

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

B. Expenditures:

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

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

2. The negative balance in Transit is due to the reversal of accruals from the prior year.

Federal Transit Administration Fund

A. Revenues:

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

B. Expenditures:

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

State Fund

A. Revenues:

1. The timing for revenue collection fluctuates as most state grants are on a reimbursement basis.
2. Interest is earned directly in the Senate Bill 125 Transit and Intercity Rail Capital Program and Zero-Emission Transit Capital Program funds where the funds were advanced and held in separate accounts.

B. Expenditures:

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

Proposition 1B Fund

A. Revenues:

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

B. Expenditures:

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

Local Transportation Fund (LTF)

A. Revenues:

1. LTF revenue has been low since July and August receipts pertain to the prior fiscal year.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund transit activities, which are on a reimbursement basis.
2. The low balance in transfers out is due to reversal of accruals from the prior year.

State Transit Assistance Fund

A. Revenues:

1. The timing for recording of revenues fluctuates based on the period of performance upon distribution from the State.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

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

Senate Bill 1

A. Revenues:

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

B. Expenditures:

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

Measure I 1990-2010 Fund

A. Revenues:

1. Measure I 1990-2010 ended on March 31, 2010, and only interest earnings are accrued based on cash balances.

B. Expenditures:

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

Measure I 2010-2040 Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers to properly allocate funds for the West Valley Connector Project.

2. Operating transfers out represent cash transfers to the General Fund to fund the Indirect Cost Fund and to the Debt Service Fund to cover debt service expenditures.

Debt Service Fund

A. Revenues:

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

B. Expenditures:

1. Expenditures may vary due to the timing of debt service payments.

C. Other Financing Sources:

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

Capital Projects Fund

A. Revenues:

1. The timing for revenue collection fluctuates as most projects are funded on a reimbursement basis.

B. Expenditures:

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

Nonmajor Governmental Funds – Excluding Council of Governments

A. Revenues:

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

B. Expenditures:

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

C. Other Financing Sources:

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

Council of Governments Fund

A. Revenues:

1. The timing for revenue collection fluctuates as this program is mostly funded on a reimbursement basis.

B. Expenditures:

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

C. Other Financing Sources:

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

Enterprise Fund

A. Revenues:

1. Express Lanes Operations revenue consist of express lane fees and charges.

B. Expenditures:

1. Expenditures to date are low, mainly due to the delay in receiving contractor invoices.

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

Reviewed By:
This item was received by the General Policy Committee on November 12, 2025.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

Fiscal Year 2025-2026
First Quarter Budget to Actual Report
September 30, 2025

	2025-2026 Original Budget	Amendments	2025-2026 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
GENERAL FUND							
Revenues							
Sales Tax-MSI	2,486,700	-	2,486,700	197,653	-	2,289,047	
Sales Tax-LTF	-	-	-	12,227,873	-	(12,227,873)	
Intergovernmental	-	-	-	(2,229,724)	-	2,229,724	
Charges for Services	398,756	-	398,756	136,475	-	262,281	
Investment Earnings	459,032	-	459,032	3,702,386	-	(3,243,354)	
Miscellaneous	244	-	244	239	-	5	
Total Revenues	3,344,732	-	3,344,732	14,034,902	-	(10,690,170)	
Expenditures							
General Government	14,510,816	500,100	15,010,916	2,630,192	1,203,731	11,176,993	74.46%
Regional & Subregional Planning	1,433,461	-	1,433,461	149,250	50,000	1,234,211	86.10%
Transit	87,034,753	-	87,034,753	271,373	1,141,004	85,622,376	98.38%
Project Delivery	100,000	-	100,000	-	-	100,000	100.00%
Fund Administration	456,604	-	456,604	45,913	-	410,691	89.94%
Total Expenditures	103,535,634	500,100	104,035,734	3,096,728	2,394,735	98,544,271	94.72%
Other Financing Sources							
Transfers in	100,683,308	-	100,683,308	(3,196,055)	-	103,879,363	103.17%
Transfers out	(4,578,560)	-	(4,578,560)	(1,144,640)	-	(3,433,920)	75.00%
Total Other Financing Sources	96,104,748	-	96,104,748	(4,340,695)	-	100,445,443	104.52%
Revenues Over (Under) Expenditures	(4,086,154)	(500,100)	(4,586,254)	6,597,479	-	(8,788,998)	

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

FEDERAL FUND							
Revenues							
Intergovernmental	92,044,631	-	92,044,631	-	-	92,044,631	
Total Revenues	92,044,631	-	92,044,631	-	-	92,044,631	
Expenditures							
Regional & Subregional Planning	374,133	-	374,133	37,120	-	337,013	90.08%
Transit	2,167,695	-	2,167,695	(692,400)	-	2,860,095	131.94%
Project Delivery	89,502,803	-	89,502,803	10,838,549	-	78,664,254	87.89%
Total Expenditures	92,044,631	-	92,044,631	10,183,269	-	81,861,362	88.94%
Revenues Over (Under) Expenditures	-	-	-	(10,183,269)	-	10,183,269	
FEDERAL TRANSIT ADMINISTRATION FUND							
Revenues							
Intergovernmental	39,265,295	-	39,265,295	-	-	39,265,295	
Total Revenues	39,265,295	-	39,265,295	-	-	39,265,295	
Expenditures							
Transit	122,940,000	-	122,940,000	31,343,982	-	91,596,018	74.50%
Total Expenditures	122,940,000	-	122,940,000	31,343,982	-	91,596,018	74.50%
Revenues Over (Under) Expenditures	(83,674,705)	-	(83,674,705)	(31,343,982)	-	(52,330,723)	
STATE FUND							
Revenues							
Intergovernmental	214,623,280	-	214,623,280	-	-	214,623,280	
Investment Earnings	799,730	-	799,730	36,774	-	762,956	
Total Revenues	215,423,010	-	215,423,010	36,774	-	215,386,236	
Expenditures							
General Government	11,854	-	11,854	306	-	11,548	97.42%
Regional & Subregional Planning	385,289	-	385,289	43,595	-	341,694	88.69%
Transit	183,090,445	-	183,090,445	1,369,477	-	181,720,968	99.25%
Project Delivery	32,317,068	-	32,317,068	141,495	-	32,175,573	99.56%
Fund Administration	1,129,961	-	1,129,961	116,138	-	1,013,823	89.72%
Total Expenditures	216,934,617	-	216,934,617	1,671,011	-	215,263,606	99.23%
Revenues Over (Under) Expenditures	(1,511,607)	-	(1,511,607)	(1,634,237)	-	122,630	

Attachment: Budget to Actual 1st Qtr 2026 (12091 : Budget to Actual Report - 1st Qtr. 2025/2026)

Fiscal Year 2025-2026
First Quarter Budget to Actual Report
September 30, 2025

	2025-2026 Original Budget	Amendments	2025-2026 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
PROPOSITION 1B FUND							
Revenues							
Intergovernmental	5,000,000	-	5,000,000	-	-	5,000,000	
Total Revenues	5,000,000	-	5,000,000	-	-	5,000,000	
Expenditures							
Project Delivery	5,000,000	-	5,000,000	452,996	-	4,547,004	90.94%
Total Expenditures	5,000,000	-	5,000,000	452,996	-	4,547,004	90.94%
Revenues Over (Under) Expenditures	-	-	-	(452,996)	-	452,996	
LOCAL TRANSPORTATION FUND							
Revenues							
Sales Tax-LTF	149,920,792	-	149,920,792	11,745,185	-	138,175,607	
Investment Earnings	2,260,456	-	2,260,456	-	-	2,260,456	
Total Revenues	152,181,248	-	152,181,248	11,745,185	-	140,436,063	
Expenditures							
Transit	122,940,000	-	122,940,000	31,343,982	108,885	91,487,133	74.42%
Total Expenditures	122,940,000	-	122,940,000	31,343,982	108,885	91,487,133	74.42%
Other Financing Sources							
Transfers out	(62,047,236)	-	(62,047,236)	5,886,741	-	(67,933,977)	109.49%
Total Other Financing Sources	(62,047,236)	-	(62,047,236)	5,886,741	-	(67,933,977)	109.49%
Revenues Over (Under) Expenditures	(32,805,988)	-	(32,805,988)	(13,712,056)	(108,885)	(18,985,047)	
STATE TRANSIT ASSISTANCE FUND							
Revenues							
Intergovernmental	31,528,490	-	31,528,490	-	-	31,528,490	
Investment Earnings	893,728	-	893,728	-	-	893,728	
Total Revenues	32,422,218	-	32,422,218	-	-	32,422,218	
Expenditures							
Transit	29,960,670	-	29,960,670	3,196,848	-	26,763,822	89.33%
Total Expenditures	29,960,670	-	29,960,670	3,196,848	-	26,763,822	89.33%
Other Financing Sources							
Transfers out	(29,486,621)	-	(29,486,621)	(403,324)	-	(29,083,297)	98.63%
Total Other Financing Sources	(29,486,621)	-	(29,486,621)	(403,324)	-	(29,083,297)	98.63%
Revenues Over (Under) Expenditures	(27,025,073)	-	(27,025,073)	(3,600,172)	-	(23,424,901)	

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

SENATE BILL 1 Fund							
Revenues							
Intergovernmental	121,440,773	-	121,440,773	-	-	121,440,773	
Total Revenues	121,440,773	-	121,440,773	-	-	121,440,773	
Expenditures							
Commuter and Motorist Assistance	1,624,471	-	1,624,471	183,951	570	1,439,950	88.64%
Transit	31,825,069	-	31,825,069	102,317	-	31,722,752	99.68%
Project Delivery	87,969,233	-	87,969,233	13,661,684	-	74,307,549	84.47%
Total Expenditures	121,418,773	-	121,418,773	13,947,952	570	107,470,251	88.51%
Revenues Over (Under) Expenditures	22,000	-	22,000	(13,947,952)	(570)	13,970,522	
MEASURE I 1990-2010 FUND							
Revenues							
Investment Earnings	140,007	-	140,007	-	-	140,007	
Total Revenues	140,007	-	140,007	-	-	140,007	
Expenditures							
Project Delivery	1,672,000	-	1,672,000	1,307	-	1,670,693	99.92%
Total Expenditures	1,672,000	-	1,672,000	1,307	-	1,670,693	99.92%

Attachment: Budget to Actual 1st Qtr 2026 (12091 : Budget to Actual Report - 1st Qtr. 2025/2026)

Fiscal Year 2025-2026
First Quarter Budget to Actual Report
September 30, 2025

	2025-2026 Original Budget	Amendments	2025-2026 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
MEASURE I 2010-2040 FUND							
Revenues							
Sales Tax-MSI	246,183,300	-	246,183,300	19,567,686	-	226,615,614	
Investment Earnings	19,672,316	-	19,672,316	-	-	19,672,316	
Total Revenues	265,855,616	-	265,855,616	19,567,686	-	246,287,930	
Expenditures							
General Government	984,073	-	984,073	38,039	-	946,034	96.13%
Environment and Energy Conservation	193,821	-	193,821	5,707	-	188,114	97.06%
Commuter and Motorist Assistance	808,829	-	808,829	1,068	-	807,761	99.87%
Regional & Subregional Planning	1,348,990	-	1,348,990	88,049	-	1,260,941	93.47%
Transit	74,845,816	-	74,845,816	480,788	9,161,467	65,203,561	87.12%
Project Delivery	245,623,667	-	245,623,667	4,078,000	174,897	241,370,770	98.27%
Fund Administration	115,497,566	-	115,497,566	4,909,575	749,000	109,838,991	95.10%
Total Expenditures	439,302,762	-	439,302,762	9,601,226	10,085,364	419,616,172	95.52%
Other Financing Sources							
Transfers in	203,660	-	203,660	50,915	-	152,745	75.00%
Transfers out	(15,968,403)	-	(15,968,403)	(1,919,959)	-	(14,048,444)	87.98%
Total Other Financing Sources	(15,764,743)	-	(15,764,743)	(1,869,044)	-	(13,895,699)	88.14%
Revenues Over (Under) Expenditures	(189,211,889)	-	(189,211,889)	8,097,416	(10,085,364)	(187,223,941)	
Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.							
DEBT SERVICE FUND							
Revenues							
Investment Earnings	-	-	-	12,029	-	(12,029)	
Total Revenues	-	-	-	12,029	-	(12,029)	
Expenditures							
Debt Service	12,417,850	-	12,417,850	-	-	12,417,850	100.00%
Total Expenditures	12,417,850	-	12,417,850	-	-	12,417,850	100.00%
Other Financing Sources							
Transfers in	12,417,850	-	12,417,850	1,032,321	-	11,385,529	91.69%
Total Other Financing Sources	12,417,850	-	12,417,850	1,032,321	-	11,385,529	91.69%
Revenues Over (Under) Expenditures	-	-	-	1,044,350	-	(1,044,350)	
CAPITAL PROJECTS FUND							
Revenues							
Intergovernmental	30,020,911	-	30,020,911	256,299	-	29,764,612	
Investment Earnings	1,267,417	-	1,267,417	-	-	1,267,417	
Miscellaneous	1,766,709	-	1,766,709	-	-	1,766,709	
Total Revenues	33,055,037	-	33,055,037	256,299	-	32,798,738	
Expenditures							
General Government	175,000	-	175,000	-	-	175,000	100.00%
Regional & Subregional Planning	8,260,131	-	8,260,131	362,824	-	7,897,307	95.61%
Transit	3,408,844	-	3,408,844	320,475	-	3,088,369	90.60%
Project Delivery	19,536,243	-	19,536,243	818,555	1,871	18,715,817	95.80%
Fund Administration	25,034,700	-	25,034,700	-	-	25,034,700	100.00%
Total Expenditures	56,414,918	-	56,414,918	1,501,854	1,871	54,911,193	97.33%
Revenues Over (Under) Expenditures	(23,359,881)	-	(23,359,881)	(1,245,555)	(1,871)	(22,112,455)	

Attachment: Budget to Actual 1st Qtr 2026 (12091 : Budget to Actual Report - 1st Qtr. 2025/2026)

Fiscal Year 2025-2026
First Quarter Budget to Actual Report
September 30, 2025

	2025-2026 Original Budget	Amendments	2025-2026 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	18,364,967	-	18,364,967	-	-	18,364,967	
Investment Earnings	70,873	-	70,873	-	-	70,873	
Total Revenues	18,435,840	-	18,435,840	-	-	18,435,840	
Expenditures							
General Government	123,846	-	123,846	3,331	1,000	119,515	96.50%
Commuter and Motorist Assistance	4,241,674	-	4,241,674	377,707	18,064	3,845,903	90.67%
Regional & Subregional Planning	1,256,304	-	1,256,304	78,543	-	1,177,761	93.75%
Transit	12,655,451	-	12,655,451	422,437	-	12,233,014	96.66%
Total Expenditures	18,277,275	-	18,277,275	882,018	19,064	17,376,193	95.07%
Other Financing Sources							
Transfers out	(303,857)	-	(303,857)	(75,964)	-	(227,893)	75.00%
Total Other Financing Sources	(303,857)	-	(303,857)	(75,964)	-	(227,893)	75.00%
Revenues Over (Under) Expenditures	(145,292)	-	(145,292)	(957,982)	(19,064)	831,754	
COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	9,049,471	-	9,049,471	23,663	-	9,025,808	
Special Assessments	1,500,000	-	1,500,000	-	-	1,500,000	
Investment Earnings	37,940	-	37,940	-	-	37,940	
Miscellaneous	-	-	-	20,830	-	(20,830)	
Total Revenues	10,587,411	-	10,587,411	44,493	-	10,542,918	
Expenditures							
Council of Governments	6,271,406	-	6,271,406	132,721	-	6,138,685	97.88%
Total Expenditures	6,271,406	-	6,271,406	132,721	-	6,138,685	97.88%
Other Financing Sources							
Transfers out	(707,917)	-	(707,917)	(176,979)	-	(530,938)	75.00%
Total Other Financing Sources	(707,917)	-	(707,917)	(176,979)	-	(530,938)	75.00%
Revenues Over (Under) Expenditures	3,608,088	-	3,608,088	(265,207)	-	3,873,295	
ENTERPRISE FUND							
Revenues							
Express Lanes Fees And Charges	19,300,000	-	19,300,000	3,608,142	-	15,691,858	
Investment Earnings	-	-	-	22,530	-	(22,530)	
Total Revenues	19,300,000	-	19,300,000	3,630,672	-	15,669,328	
Expenditures							
Project Delivery	518,803	-	518,803	-	-	518,803	100.00%
Express Lanes Operation	17,902,455	-	17,902,455	372,332	48,605	17,481,518	97.65%
Total Expenditures	18,421,258	-	18,421,258	372,332	48,605	18,000,321	97.71%
Revenues Over (Under) Expenditures	878,742	-	878,742	3,258,340	(48,605)	(2,330,993)	

Attachment: Budget to Actual 1st Qtr 2026 (12091 : Budget to Actual Report - 1st Qtr. 2025/2026)

Minute Action

AGENDA ITEM: 4

Date: December 3, 2025

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

Recommendation:
Receive and file Change Order Report.

Background:
The San Bernardino County Transportation Authority Department of Transit and Rail Programs has two ongoing construction contracts, one procurement of major equipment contract, and one vehicle procurement contract, of which one had a Construction Change Order (CCO) executed since the last reporting to the Transit Committee on October 16, 2025.

A. Contract No. 23-1002891 with Griffith Company for the West Valley Connector Project Mainline Construction: There are no newly executed CCOs since the last report.

B. Contract No. 23-1002922 with Metro Builders & Engineers Group, Ltd. for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project: AMF Retrofit Construction:

1) CCO 03: 220 feet of steel casing for the underground waterline. ($188,505.45)

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

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

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

Reviewed By:
This item was received by the Transit Committee on November 13, 2025.

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

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Transit and Rail Programs Contracts
Executed Change Orders

Number	Description	Amount
West Valley Connector Mainline Construction, Griffith Company (23-1002891)		
	Description	Amount
	CCO Total	($8,584.74)
	Approved Contingency	$11,995,991.00
	Remaining Contingency	$12,004,575.74
ZEMU - Arrow Maintenance Facility (AMF) Construction Upgrade Project, Metro Builders & Engineers Group, Ltd. (23-1002922)		
	Description	Amount
3	220 feet of steel casing for underground waterline.	$188,505.45
	CCO Total	$298,056.70
	Approved Contingency	$475,099.00
	Remaining Contingency	$177,042.30
ZEMU - Arrow Maintenance Facility (AMF) Procurement Upgrade Project, Proterra Builders, Inc. (23-1002961)		
	Description	Amount
	CCO Total	$22,964.98
	Approved Contingency	$56,280.21
	Remaining Contingency	$33,315.23
ZEMU- Vehicle Procurement Stadler (20-1002310)		
	Description	Amount
	CCO Total	$2,592,169.12
	Approved Contingency	$3,487,482.12
	Remaining Contingency	$895,313.00

Attachment: Contract Change Order 11201 October 2025 (12104 : Transit and Rail Programs Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 5

Date: December 3, 2025

Subject:
Project Delivery Contract Change Orders to On-Going Contracts

Recommendation:
Receive and file Change Order Report.

Background:
San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has 16 on-going construction contracts, of which six have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on October 16, 2025. The CCOs are listed below:

A. Contract No. 19-1002196 with Security Paving Company, Inc., for the State Route (SR) 60 Central Avenue Interchange Project:

1) CCO 48: Resolution of proposed final estimate exceptions. ($1,576,788.49)

B. Contract No. 24-1003176 with Mariposa Landscapes, Inc., for the SR 60 Central Establish Existing Planting Project:

1) CCO 1: Turnover deficiencies correction. ($20,000)

C. Contract No. 19-1002026 with Diversified Landscape Company, for the Interstate 215 (I-215) Segments 1, 2 and 3 Establish Existing Planting Project: There are no newly executed CCOs since last report.

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

E. Contract No. 17-1001617 with TransCore, LP for Toll Services Provider: There are no newly executed CCOs since last report.

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

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

H. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for the Mount Vernon Avenue Viaduct Project Design Build:

1) CCO 33.1: Install and remove temporary power poles. ($35,000)

2) CCO 33.2: Curb realignment construction costs. ($31,988.38)

3) CCO 40: Revised substantial completion requirements. ($0)

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

J. Contract No. 23-1002919 with Griffith Company, for the Metrolink Active Transportation Program Phase II Project:

1) CCO 1.1: De-obligation of change order. (-$4,874)

2) CCO 10.1: De-obligation of change order. (-$2,118.93)

K. Contract No. 22-1002784 with Security Paving Company, Inc., for the I-10 Cedar Avenue Improvement Project: There are no newly executed CCOs since last report.

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

1) CCO 15: Bid item quantity increase. ($1,547.85)

2) CCO 17: Temporary striping. ($3,025)

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

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

1) CCO 14: Critical Path Method (CPM) baseline schedule revisions. ($0)

O. Contract No. 24-1003059 with Mariposa Landscapes, Inc., for the I-10 Alabama Street Establish Existing Planting Project: There are no newly executed CCOs since last report.

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

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0831 I-15 Express Lanes, Sub-Task No. 0827 Mt. Vernon Viaduct, Sub-Task No. 0893 SR-60 Central Avenue, Sub-Task No. 0893 SR 60 Central Establish Existing Planting, Sub-Task No. 0814 SR 210 Waterman Avenue, and Sub-Task No. 0810 ATP Metrolink Phase 2.

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on November 13, 2025.

Responsible Staff:
Khalid Bazmi, Construction Manager

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
48	Resolution of proposed final estimate exceptions.	$1,576,788.49
	CCO Total	$3,292,863.10
	Approved Contingency	$2,912,039.00
	Remaining Contingency	($380,824.10)
SR 60 Central Establish Existing Planting (24-1003176)		
Number	Description	Amount
1	Turnover deficiencies correction.	$20,000.00
	CCO Total	$20,000.00
	Approved Contingency	$70,000.00
	Remaining Contingency	$50,000.00
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total	$155,202.19
	Approved Contingency	$1,451,300.00
	Remaining Contingency	$1,296,097.81
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
	CCO Total	$17,117,174.20
	Approved Contingency	$51,369,000.00
	Remaining Contingency	$34,251,825.80
Toll Service Provider (17-1001617)		
Number	Description	Amount
	CCO Total	$3,965,315.76
	Approved Contingency	$5,896,500.00
	Remaining Contingency	$1,931,184.24
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
	CCO Total	$1,120,722.17
	Approved Contingency	$3,731,253.00
	Remaining Contingency	$2,610,530.83

Attachment: Executed November Change Orders (12098 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	CCO Total	$869,302.95
	Approved Contingency	$2,498,958.60
	Remaining Contingency	$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
33.1	Install and remove temporary power poles.	$35,000.00
33.2	Curb realignment construction costs.	$31,988.38
40	Revised substantial completion requirements.	$0.00
	CCO Total	$18,945,471.18
	Approved Contingency	$29,230,000.00
	Remaining Contingency	$10,284,528.82
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total	$1,211,725.45
	Approved Contingency	$1,500,590.00
	Remaining Contingency	$288,864.55
Metrolink Active Transportation Program Phase II Project (23-1002919)		
Number	Description	Amount
1.1	De-obligation of change order.	($4,874.00)
10.1	De-obligation of change order.	($2,118.93)
	CCO Total	$382,081.07
	Approved Contingency	$900,661.70
	Remaining Contingency	$518,580.63

Attachment: Executed November Change Orders (12098 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
	CCO Total	$605,621.11
	Approved Contingency	$8,098,400.00
	Remaining Contingency	$7,492,778.89
SR 210 Waterman Interchange Improvement Project (24-1003027)		
Number	Description	Amount
15	Bid item quantity increase.	$1,547.85
17	Temporary striping.	$3,025.00
	CCO Total	$210,155.30
	Approved Contingency	$778,576.63
	Remaining Contingency	$568,421.33
I-215 University Parkway Interchange (23-1002955)		
Number	Description	Amount
	CCO Total	$247,194.00
	Approved Contingency	$1,129,988.00
	Remaining Contingency	$882,794.00
I-15 Corridor Freight and Express Lanes Project - Contract 1 (23-1003032)		
Number	Description	Amount
14	Critical Path Method (CPM) baseline schedule revisions.	$0.00
	CCO Total	($565,522.60)
	Approved Contingency	$42,785,330.00
	Remaining Contingency	$43,350,852.60
I-10 Alabama Street Establish Existing Planting Project (24-1003059)		
Number	Description	Amount
	CCO Total	$20,000.00
	Approved Contingency	$119,797.20
	Remaining Contingency	$99,797.20

Attachment: Executed November Change Orders (12098 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts Executed Change Orders		
Number	**Description**	**Amount**
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
	CCO Total	$1,546,647.90
	Approved Contingency	$3,561,922.00
	Remaining Contingency	$2,015,274.10

Attachment: Executed November Change Orders (12098 : Project Delivery Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 6

Date: December 3, 2025

Subject:
Interstate 10 Express Lanes Contract 1 - First Quarter Operations Report

Recommendation:
Receive and file the Fiscal Year 2025/2026 First Quarter Operations Report for the Interstate 10 Express Lanes Contract 1.

Background:
On August 29, 2024, the Interstate 10 Express Lanes (Express Lanes) officially opened to traffic. Since the commencement of toll revenue operations, staff has been closely monitoring the performance and day-to-day operations of the facility.

Attached is the Fiscal Year 2025/2026 First Quarter (Q1) report, which presents data and insights on Express Lanes activity for the months of July, August, and September. This report also includes key performance metrics reflecting the completion of the Express Lanes' first full year of operations. It is important to note that the first year of data includes a ramp-up period, as expected during initial implementation.

Key Observations from this Quarterly Report:

- Express Lanes Usage:
  - ✓ Trips increased to 2.79 million (+3.71% from Q4 April-June).
  - ✓ 13.4 million trips over the past year with approximately 23% non-tolled trips (mainly HOV3+).
  - ✓ Non-tolled trips have increased by 5% since operation. Staff is exploring Automated Occupancy Detection technology, with pilot deployment in 2026.
- Traffic Operations:
  - ✓ 128,062 vehicle hours saved during Q1 (July-September); 20% improvement in peak period travel time savings compared to Q4 (April-June).
  - ✓ Express Lanes utilization ranges from 33% to 76% of capacity during morning and evening peak hours.
- Customer Service Operations:
  - ✓ Total number of incoming calls continued to decline from the peak in December, declining 15% in Q1 (July-September), compared to the previous quarter Q4 (April-June).
  - ✓ On average; the Rancho Cucamonga Walk-in Center served approximately 220 customers per month during the quarter.
- Financial Performance:
  - ✓ Monthly average potential revenue for the quarter is approximately $1.45 million.
  - ✓ Total revenue collected since open to traffic $21.8 million.

Staff will continue to provide quarterly updates to the Board to evaluate Express Lanes performance and ensure ongoing communication regarding operational trends, issues, and improvement efforts.

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

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on November 13, 2025.

Responsible Staff:
Philip Chu, Deputy Director of Express Lanes

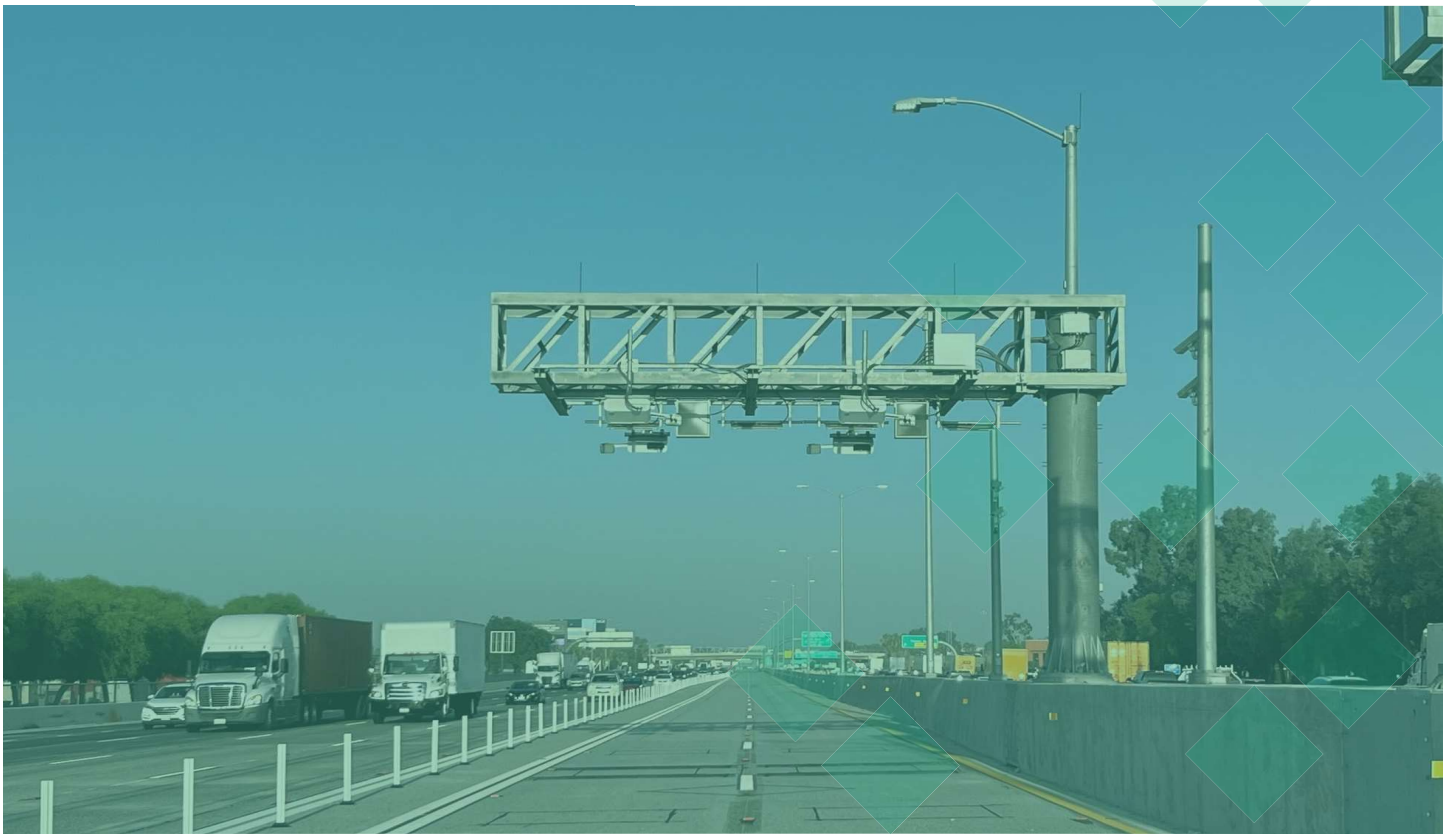
Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

I-10 EXPRESS LANES

QUARTERLY OPERATIONS REPORT

SEPTEMBER 2025



Attachment: SBCTA Sept Quarterly Report_V2_Submittal_10.23.25 (12095 : Express Lanes Quarterly Report - First Quarter Operations)

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

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1. EXECUTIVE SUMMARY

This quarterly report provides a comprehensive look at the operational conditions of the San Bernardino County Transportation Authority (SBCTA) I-10 Express Lanes (EL). The results and discussion presented in each section of the report offer insights into key aspects of EL and Toll Collection System (TCS) performance—including trends, highlights, and issues—across quarterly periods spanning April through September 2025. The analysis is structured into two quarters: Q4(April-June) and Q1(July to September).

Traffic Operations

In Q1 (Jul–Sep), Express Lane (EL) usage rebounded, reaching 2.79 million trips up from 2.69 million in the previous quarter. A trip is a single continuous movement through the EL, beginning at the first entry point and ending at the last exit point. Over the past year, the EL recorded a total of 13.4 million trips, 23% of which were classified as Non-Tolled, primarily consisting of HOV3+ vehicles. To enhance HOV3+ compliance, SBCTA is implementing a multi-pronged strategy that includes manual vehicle occupancy surveys, expanded CHP enforcement, targeted dynamic messaging for HOV users, and the exploration of automated detection technology slated for deployment in 2026.

The EL continues to provide reliable speed and travel time savings, with an estimated 128,062 vehicle-hours saved during Q1(Jul-Sep)—a 20% increase compared to Q4 (Apr–Jun) during peak periods. EL utilization ranged from 33% to 76% of capacity during morning and evening peak hours. Utilization remained highest in the Haven East (HVNE) zone during PM peaks and the MTNW zone during AM peaks.

Toll System Operations

Total trips in Q1(Jul-Sep) has increased 3.71% from Q4(Apr-Jun). There is a clear and consistent majority in the mode of trips taken, with FasTrak Trips (91%) dominating over Non-FasTrak Trips (9%) in Q4 (Apr-Jun) and Q1(Jul-Sep). On December 26, 2024, EL system transitioned from a Time-of-Day (TOD) schedule to a Dynamic Pricing Algorithm (DPA), enabling more responsive toll rate adjustments based on non-recurring congestion. In Q1 (Jul–Sep), both the EB and WB corridors experienced peak toll rates, reaching their respective ceilings of $14.50 (EB) and $8.00 (WB). These elevated toll ceilings were strategically implemented to enhance pricing responsiveness and better align toll rates with evolving traffic patterns.

Customer Service Operations

Customer calls and walk-in visits declined in Q1 (Jul–Sep), returning to normal levels after a busy Q4 driven by new violations and DMV hold processes. Longer call handle times were due to summer staffing changes and turnover.

The Disabled Veterans Equity Program usage rose by 78 trips, from 1,643 in Q4 (Apr–Jun) to 1,721 this quarter. Usage of the Veterans Program is rising, but the Low-Income Program remains underused at 0.1% despite 20% eligibility; more outreach could boost participation.

Financial Performance

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

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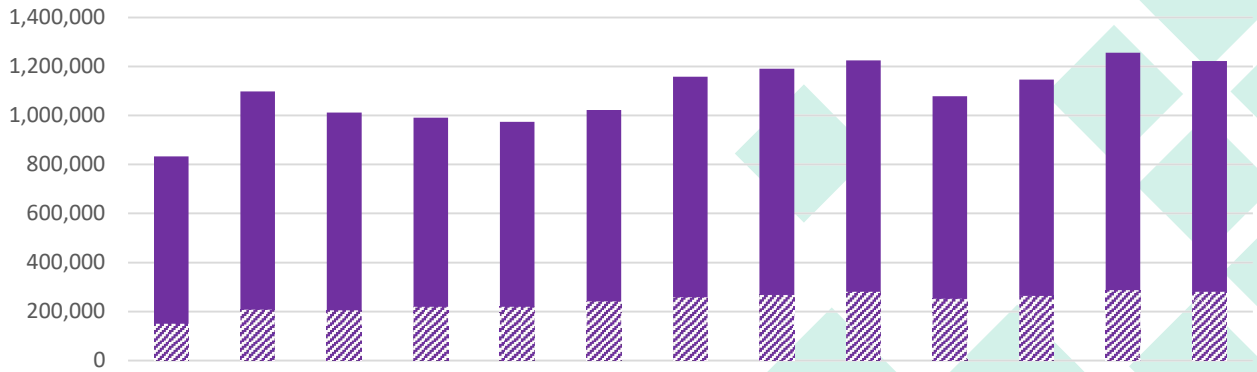
2.1 TRAFFIC VOLUMES

EL traffic can be classified by either Tolled or Non-Tolled trips. Tolled trips consists of trips made by SOV, HOV2 and CAV vehicles. Non-Tolled trips consist of trips made by HOV3+ and Non-Revenue vehicles. Per the EL Business Rules, eligible HOV3+ vehicles (i.e. an occupancy of 3 or more with a valid switchable transponder in the 3+ position) travel toll-free. The Non-Revenue vehicles includes public transit vehicles, maintenance vehicles, FSP vehicles, CHP and emergency vehicles, and SBCTA vehicles used to support operations and maintenance of SBCTA's express lanes.

Figure 1 summarizes monthly trip volumes on the EL categorized by greater than zero dollars (Tolled) and zero-dollar trips (Non-Tolled). Between Q4(Apr-Jun) and Q1(Jul-Sep), both Tolled and Non-tolled trips increased steadily. Tolled trips rose from approximately 2.69 million in Q4 to 2.79 million in Q1 — a 3.6% increase. This upward trend suggests a continued and growing utilization of tolled services, potentially indicative of improved traffic conditions encouraging usage. Additionally, the proportion of Non-Tolled trips has increased by 5% since the program's inception. Since 99% of Non-Tolled trips are HOV3+, SBCTA is checking whether this is an increase in HOV3+, or customers are incorrectly selecting the HOV3+ setting. To assess HOV3+ compliance, SBCTA is investigating to what extent customers are incorrectly selecting the HOV3+ setting. To assess HOV3+ compliance, SBCTA has conducted manual surveys of EL vehicle occupancy. Further, the agency is considering the deployment of an automated vehicle occupancy detection system in 2026.

Current enforcement for occupancy relies on a beacon informing CHP which vehicles are in HOV3+ mode. SBCTA identified enforcement beacon issues during field audits and is working with TransCore to resolve latency concerns, ensuring more reliable enforcement moving forward. In parallel, SBCTA has implemented HOV violation-specific messaging on the TRDMS to alert drivers, supported by enhanced CHP enforcement beginning October 2025.

Figure 1 –Monthly Total Express Lane Trips



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
Tolled Trips	682 K	891 K	806 K	771 K	755 K	781 K	901 K	924 K	944 K	825 K	882 K	969 K	942 K
Non-Tolled Trips	150 K	207 K	205 K	220 K	220 K	241 K	258 K	267 K	281 K	253 K	264 K	287 K	280 K
% of Tolled Trips	82%	81%	80%	78%	77%	78%	78%	78%	77%	77%	77%	77%	77%
% of Non-Tolled Trips	18%	19%	20%	22%	23%	22%	22%	22%	23%	23%	23%	23%	23%
Total Trip	832 K	1.10 M	1.01 M	991 K	974 K	1.02 M	1.16 M	1.19 M	1.22 M	1.08 M	1.15 M	1.26 M	1.22 M

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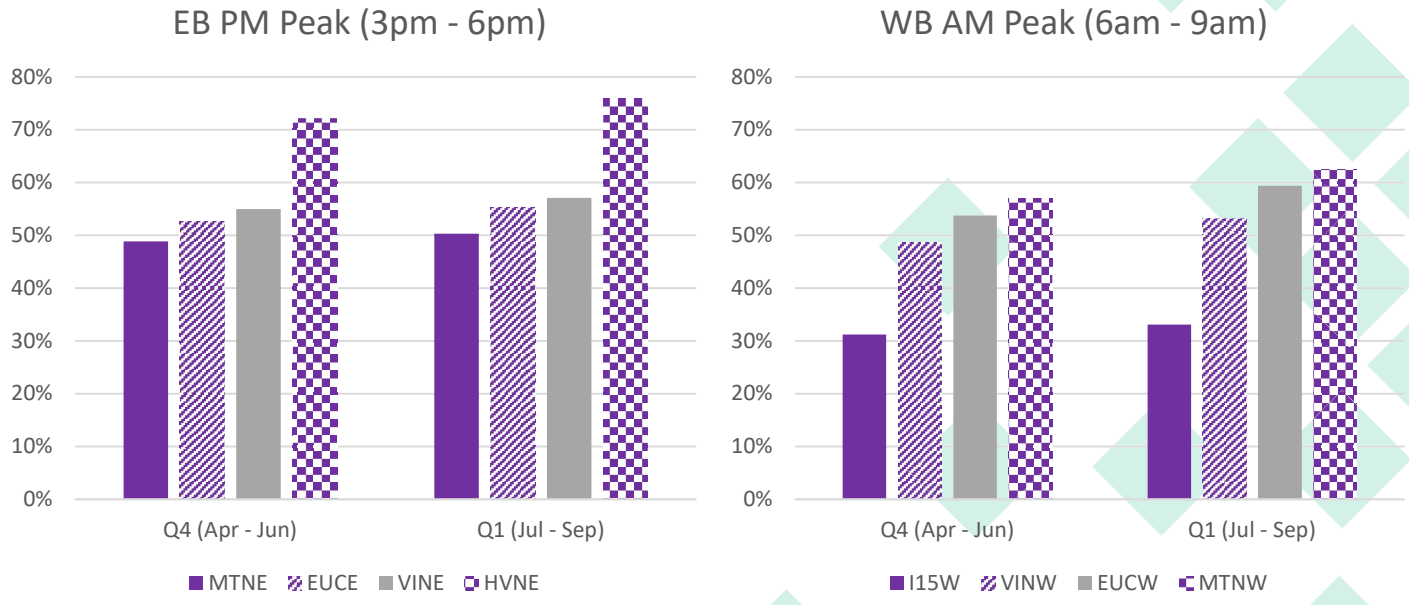
There are four toll plazas/zones in the EB direction located at Mountain Avenue (MTNE), Euclid Avenue (EUCE), Vineyard Avenue (VINE) and Haven Avenue (HVNE) and four toll plazas/zones in the WB direction located at I-15 (I15W), Vineyard Avenue (VINW), Euclid Avenue (EUCW) and Mountain Avenue (MTNW).

Figure 2 presents the utilization in the EB direction during the PM Peak (3pm-6pm) and the WB direction during the AM Peak (6am-9am) across the four toll zones. In both Q4(Apr-Jun) and Q1 (Jul-Sep), HVNE consistently accounted for the highest average utilization above 70%. In Q1(Jul-Sep), HVNE's PM peak utilization reached 76%, marking a 4% increase from Q4 (Apr-Jun). The capacity of this toll zone is calculated for one lane since it merges from two lanes to one lane at the end of the EB EL. Utilization at MTNE, EUCE and VINE rose modestly by 1% to 2% compared to last quarter. In Q1(Jul-Sep), the utilization across WB zones saw a broader increase by 2% to 5% with MTNW leading WB utilization at 62%.

Notably, both HVNE and MTNW—the final zones in each direction—recorded the largest increases from last quarter. These trends align with the overall rise in corridor traffic volumes between the two quarters. Overall, **Figure 2** shows higher proportional use of EL usage in EB during PM peak period than in WB during AM peak period.

There are five primary factors influencing EL utilization rates: toll rate, overall demand, perceived value (including reliability and travel time savings), user familiarity, and eligibility. Recent toll rate adjustments have shown only minimal initial impact on user behavior. EL usage continues to fluctuate in line with broader shifts in travel demand. Notably, the ELs remain consistently reliable, offering reasonable travel time savings during peak periods in both directions.

Figure 2 – Quarterly Average Peak Period Express Lanes Utilization per Toll Zones



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

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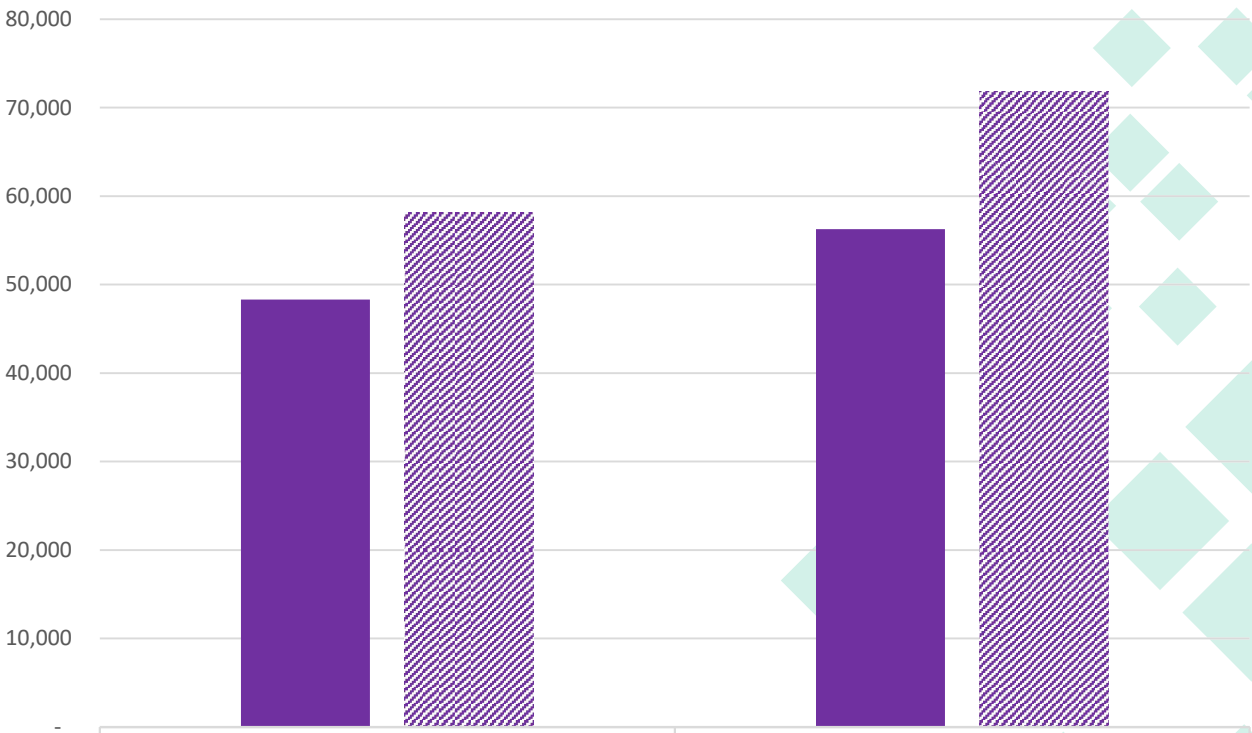
2.2 TRAVEL TIME

Two important goals of the ELs are improved travel time compared to the adjacent general purpose (GP) lanes and enhanced reliability. The ELs consistently offer a faster travel time during peak periods. **Figure 3** presents a bar chart comparing travel time savings for EB and WB directions across two fiscal quarters—Q4 (Apr–Jun) and Q1 (Jul–Sep). In Q4, EB recorded 48,308 vehicle-hours saved, while WB had 58,110, totaling 106,418. In Q1(Jul-Sep), the TT savings along EB increased to 56,284 and WB to 71,777, with a combined total of 128,062. Travel time savings vary by time of day, with the greatest benefits observed during peak periods. The increased travel time savings in Q1(Jul-Sep) indicates improved traffic flow in EL compared to GP lanes during peak periods. Factoring in vehicle occupancy would further increase the total person-hours saved.

Figure 3 – Quarterly Travel Time Savings (vehicle-hours)



	Q4 (Apr - Jun)	Q1 (Jul - Sep)
EB	48,308	56,284
WB	58,110	71,777
Total	106,418	128,062

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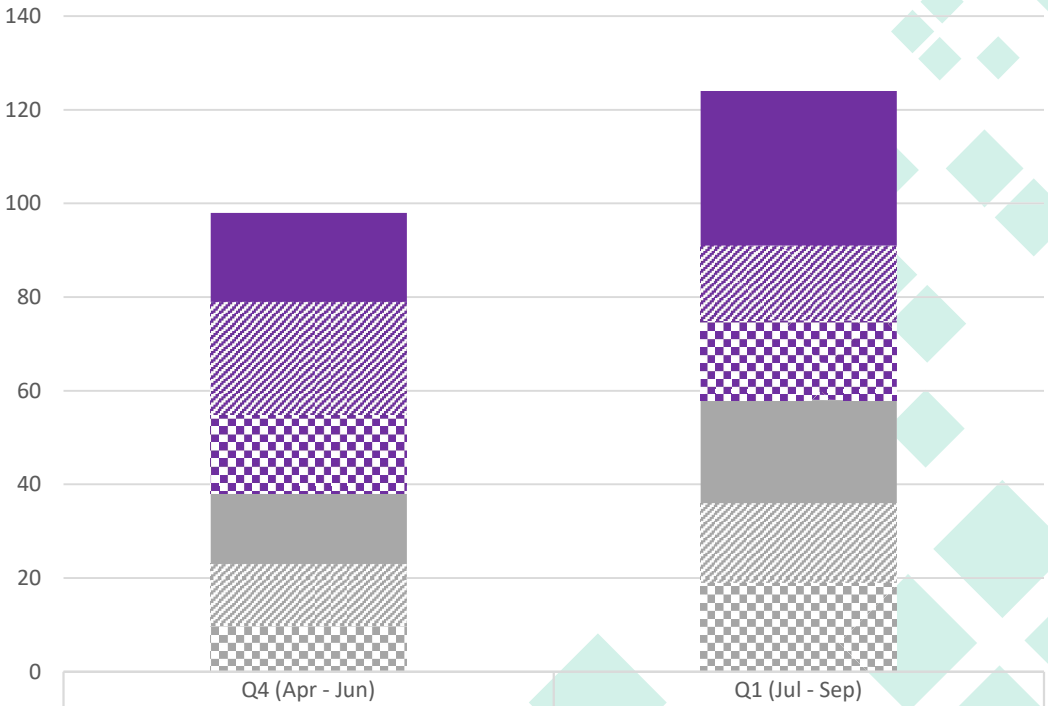
2.3 FSP ASSISTANCE

Figure 4 presents a breakdown of FSP assists incidents on EL across Q4 (Apr–Jun) and Q1(Jul-Sep). The data highlights trends in various incident categories, offering insights into operational challenges and areas for potential improvement. In Q4 (Apr–Jun), a total of 98 incidents were recorded, while Q1(Jul-Sep) saw an increase to 124 incidents, indicating a 26.5% rise in overall incidents that required FSP assistance.

Figure 4 - Quarterly FSP Assist Data



	Q4 (Apr - Jun)	Q1 (Jul - Sep)
Flat Tire	19	33
Debris Removal	24	16
Vehicle Safety Check	17	17
Accident	15	22
Mechanical Problem	13	17
Other	10	19
Total Number of Incidents/month	98	124

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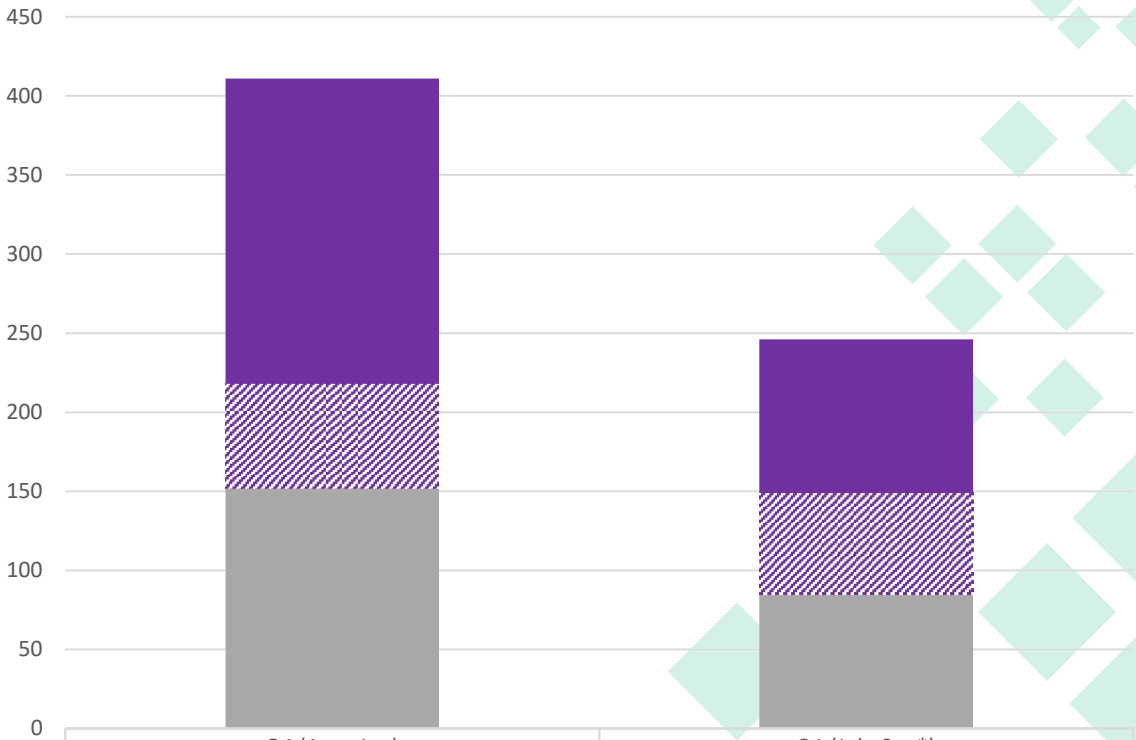
2.4 CHP Enforcement

Figure 5 presents a breakdown of CHP enforcement categories on EL for Q4(Apr-Jun) and Q1 (Jul-Sep). Please note that Q1 is consisting of Jul and August data as September data is still being retrieved. In Q4(Apr-Jun), a total of 411 violations were recorded, while Q1(Jul-Sep) saw a significant decrease to 246 violations, indicating a 40% reduction in overall traffic violations, however, as noted this is likely due to lack of September data.

Overall, speeding remains the most prevalent violation, followed by Other and no plates violation as noted in both quarters.

Figure 5 - Quarterly CHP Data



	Q4 (Apr - Jun)	Q1 (Jul - Sep*)
Speeding	193	97
No Plates	66	64
Other	152	85
Total Violations	411	246

*NOTE: Sep** data is not included in the chart due to CHP reporting delay

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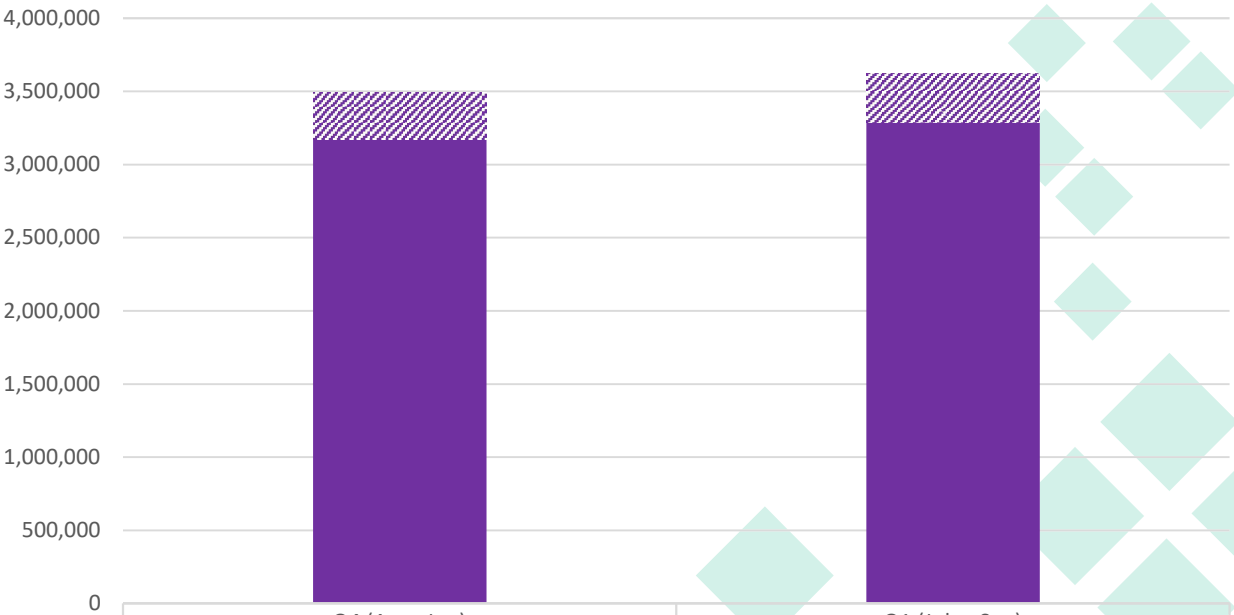
3.1 TRIPS AND TOLL RATES

Figure 6 compares quarterly EL trips between Q4(Apr-Jun) and Q1(Jul-Sep). The trips are broken out by FasTrak and Non-FasTrak trips. Between Q4 (Apr–Jun) and Q1 (Jul–Sep), total corridor trips increased from approximately 3.49 million to 3.62 million, reflecting a steady rise in usage by 3.7%. Despite this growth, the proportion of FasTrak and Non-FasTrak trips remained consistent, with FasTrak trips accounting for 91% and Non-FasTrak trips 9% in both quarters indicating that the majority of new users continue to rely on FasTrak for toll payments. Ongoing SBCTA marketing efforts and targeted TRDMS messaging throughout FY 2024–25 have contributed to the strong adoption and sustained preference for FasTrak among corridor travelers.

FasTrak trips around 3.2 million for Q4 and Q1!

Figure 6 – Quarter Total Express Lanes Trips



	Q4 (Apr - Jun)	Q1 (July - Sep)
Non-FasTrak Trips	324,190	337,448
FasTrak Trips	3,169,749	3,286,238
% of FasTrak Trips	91%	91%
% of Non-FasTrak Trips	9%	9%
Total Trips	3,493,939	3,623,686

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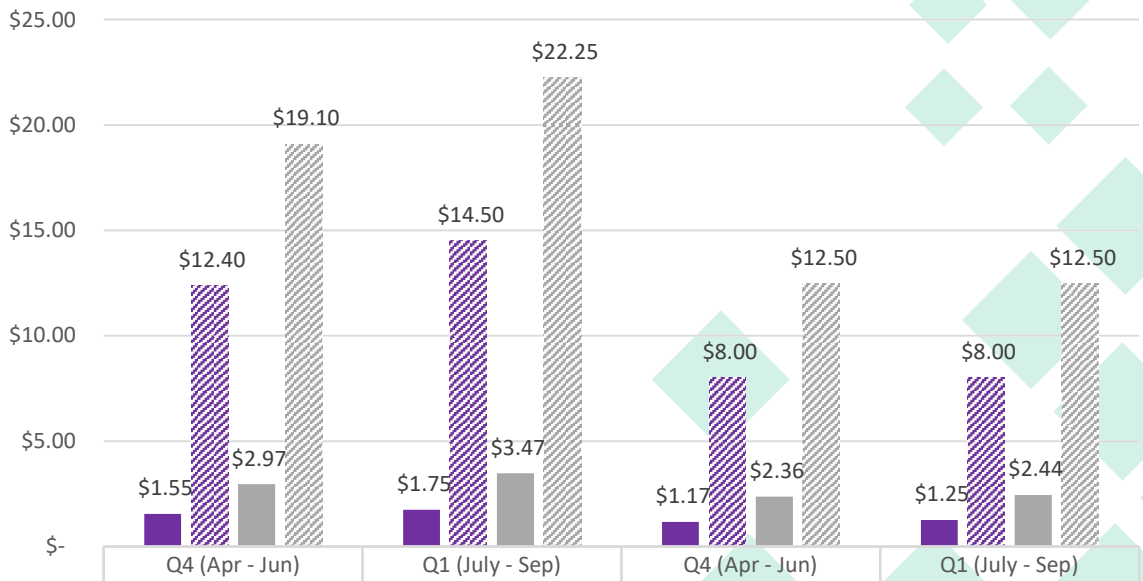
Figure 7 shows a bar chart comparing average and maximum toll prices for FasTrak and Non-FasTrak users in Q4 (Apr–Jun) and Q1 (Jul–Sep), EB and WB, as displayed on Toll Rate Dynamic Message Signs (TRDMS).

It is observed that in Q1(Jul-Sep) weekday maximum EB FasTrak peak toll reached its ceiling of $14.5, exceeding the Q4 (Apr-Jun) peak toll of $8.0 for the EB direction. This increase is directly attributed to the adjustment of the EB full-length maximum toll to $14.50, implemented on May 30, 2025. This policy change enabled the HVNE toll zone to reach higher toll levels during periods of elevated congestion. The increased ceiling allowed the DPA to respond more aggressively to demand, resulting in higher observed tolls during peak travel times. This adjustment reflects a strategic effort by SBCTA to manage congestion and maintain travel time reliability by leveraging the full pricing flexibility of the EL system.

Similarly, the WB direction also reached its ceiling of $8.0 for both quarters. The visual comparison highlights a consistent pattern that Non-FasTrak users pay significantly higher tolls, both on average and at peak rates, compared to FasTrak users which highlights the cost advantage of using FasTrak, especially during peak toll periods.

Figure 7 – Quarterly Posted Toll Rate Summary for Weekdays



	EB Q4 (Apr - Jun)	EB Q1 (July - Sep)	WB Q4 (Apr - Jun)	WB Q1 (July - Sep)
FasTrak Average	$1.55	$1.75	$1.17	$1.25
FasTrak High	$12.40	$14.50	$8.00	$8.00
Non-FasTrak Average	$2.97	$3.47	$2.36	$2.44
Non-FasTrak High	$19.10	$22.25	$12.50	$12.50

FasTrak Average · FasTrak High · Non-FasTrak Average · Non-FasTrak High

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4.1 CUSTOMER CONTACT BY PHONE

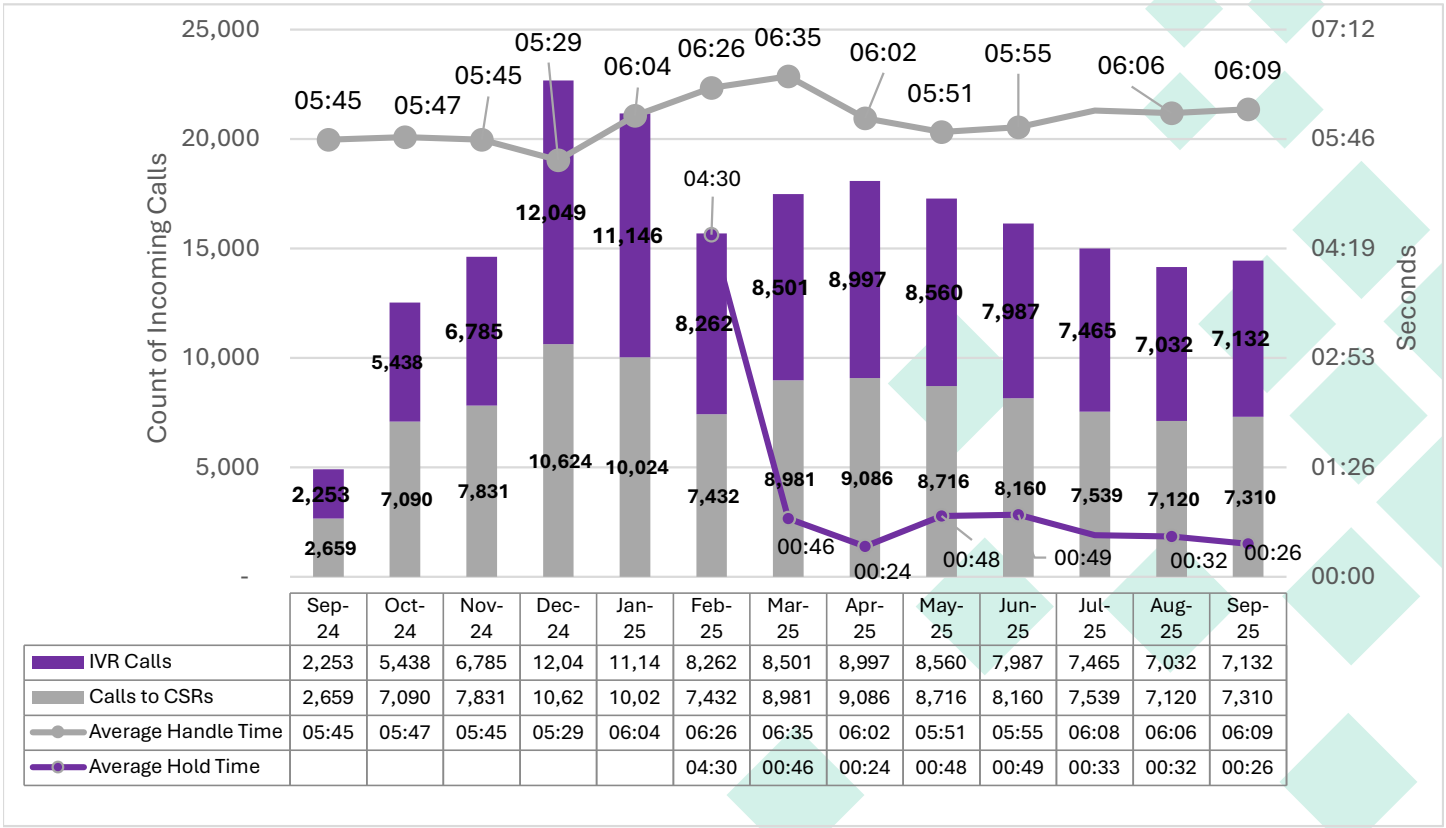
Figure 8 depicts the total calls coming into the Customer Service (CSC) Call Center on SBCTA's dedicated phone number, including the number of customers that elected to speak with a Customer Service Representative (CSR) and the average handle and hold times per call.

The total number of incoming calls has continued to decline from the peak in December, declining 15% in Q1 (Jul-Sep), compared to the previous quarter Q4 (Apr-Jun).

In Q4(Apr-Jun), 53% of customers elected to speak with a CSR, consistent with the trend of approximately half of customers being able to resolve their issues through the automated call system. The average handle time for calls increased in this quarter, with the average handle time increased by 12 seconds. The increase reflects impacts due to summer staffing and turnover. The average hold time improved by an average of 10 seconds.

It should be noted that while the call center is available to customers 24 hours a day and 7 days a week, CSRs are only available from 8:00 am to 6:00 pm Monday through Friday and 9:00 am to 2:00 pm on Saturday.

Figure 8 – Monthly Incoming Calls by SBCTA Customers



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
IVR Calls	2,253	5,438	6,785	12,04	11,14	8,262	8,501	8,997	8,560	7,987	7,465	7,032	7,132
Calls to CSRs	2,659	7,090	7,831	10,62	10,02	7,432	8,981	9,086	8,716	8,160	7,539	7,120	7,310
Average Handle Time	05:45	05:47	05:45	05:29	06:04	06:26	06:35	06:02	05:51	05:55	06:08	06:06	06:09
Average Hold Time						04:30	00:46	00:24	00:48	00:49	00:33	00:32	00:26

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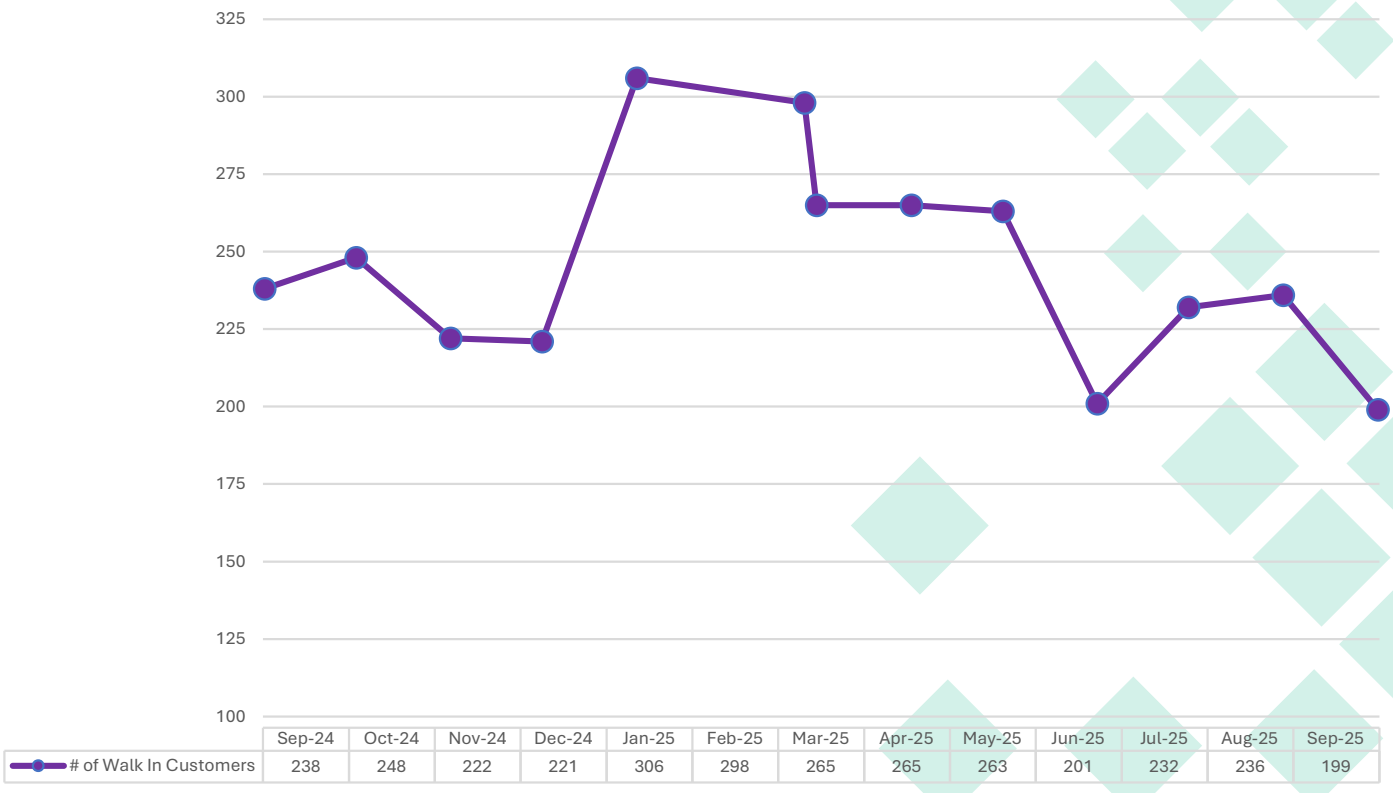
4.2 CUSTOMER WALK-IN VISITS

Figure 9 indicates I-10 EL customers using the dedicated San Bernardino Customer Service Center (CSC) and the Irvine CSC. For Q1(Jul-Sep), 682 customers used the San Bernardino Walk-In Center (WIC), a 9% decline from 747 customers in the previous quarter. This decline represents an impact of summer volumes.

Since inception of the program, customers are almost exclusively using the Walk-In Center located in Rancho Cucamonga City Hall, which is open from Monday through Thursday from 7:00 AM to 4:30 PM. Over the quarter, only 15 customers used the Irvine Walk-In Center to inquire about the I-10 EL. Only 69 customers have used the Irvine Walk-In Center since inception in July 2024.

Figure 9 – Monthly Walk-In Center Customers



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
# of Walk In Customers	238	248	222	221	306	298	265	265	263	201	232	236	199

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4.3 VIOLATION NOTICES AND CA DMV HOLDS

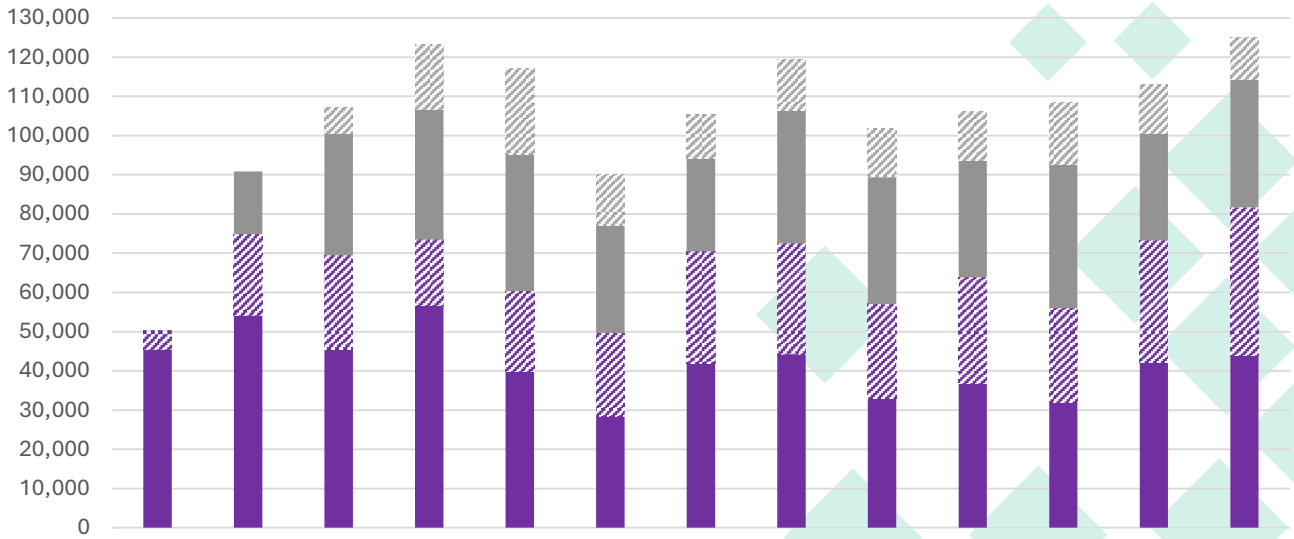
Figure 10 depicts the total number of violation notices mailed and CA DMV holds placed.

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

The number of notices mailed during Q1 increased by 6%, compared to the previous quarter. The largest portion of the increase, a 9% increase in Amnesty and NTEV notices, are slightly higher than a 5% increase in Image-Based Trips for the quarter. This is an expected variation based on fluctuations in trips per notice. The 1% increase in NDTEV Notices issued in Q1, compared to Q4, is a direct correlation to the increases in Amnesty and NTEV notices issued during August and September, netted against the decline in July.

SBCTA began placing delinquent customers on registration hold with the CA DMV in November 2024. The number of holds has declined from the peak in January, with an average of approximately 13,300 holds per month for the last eight months.

Figure 10 – Monthly Total Number of Violation Notices Mailed and CA DMV Holds Placed



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
CA DMV Holds Placed	-	-	6,588	16,513	21,758	13,057	11,316	13,017	12,282	12,581	15,789	12,475	10,814
NDTEV Notices	1	15,945	31,052	33,181	34,915	27,510	23,563	33,865	32,330	29,692	36,735	27,155	32,620
NTEV Notices	4,723	20,747	23,891	16,802	20,450	21,422	28,443	28,197	24,256	27,196	23,959	31,111	37,707
Amnesty Notices	45,484	54,131	45,561	56,656	39,908	28,239	41,983	44,265	32,814	36,646	32,049	42,176	43,965

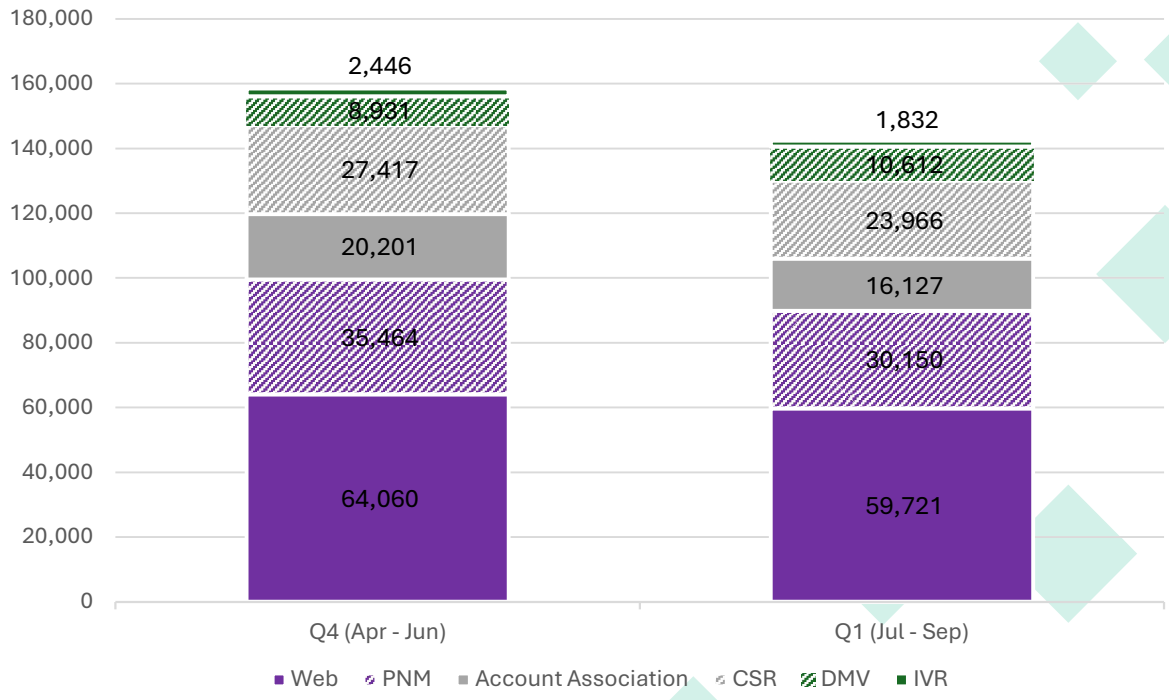
Attachment: SBCTA Sept Quarterly Report_V2_Submittal_10.23.25 (12095 : Express Lanes Quarterly Report - First Quarter Operations)

4.4 NON-FASTRAK PAYMENTS BY CHANNEL

SBCTA provides multiple methods for non-FasTrak customers to pay their tolls after their travel. First, customers have the option to pay on **Web** at https://www.sbexpresslanes.com/pay-online/ Customers may also pay using the convenient Pay Near Me (**PNM**) service, which provides an easy way to pay a violation notice (either on an app or at a local store) using a QR code or bar code printed on the violations notice. Third, customers may call the call center and make payment through the automated IVR system or through speaking with a CSR. Lastly, the customer may notify us that they have an existing account, and tolls should be associated to that payment account (**Account Association**). Collections from the **DMV** began in June 2025.

Figure 11 provides the count of payments, by channel, over the last two quarters. The results show that most customers choose to pay electronically, choosing to pay over the web or PNM service. During this period, 95% of all PNM transactions were electronic and the customer did not visit a physical location. It should be noted that customers choosing to call the call center are primarily making payments by speaking with the CSR, rather than use the automated IVR system. This could indicate a need for improvement to IVR system flows to encourage use of the automated system and reduce the burden on call center staff.

Figure 11 – Quarterly Non-FasTrak Payments by Channel



Attachment: SBCTA Sept Quarterly Report_V2_Submittal_10.23.25 (12095 : Express Lanes Quarterly Report - First Quarter Operations)

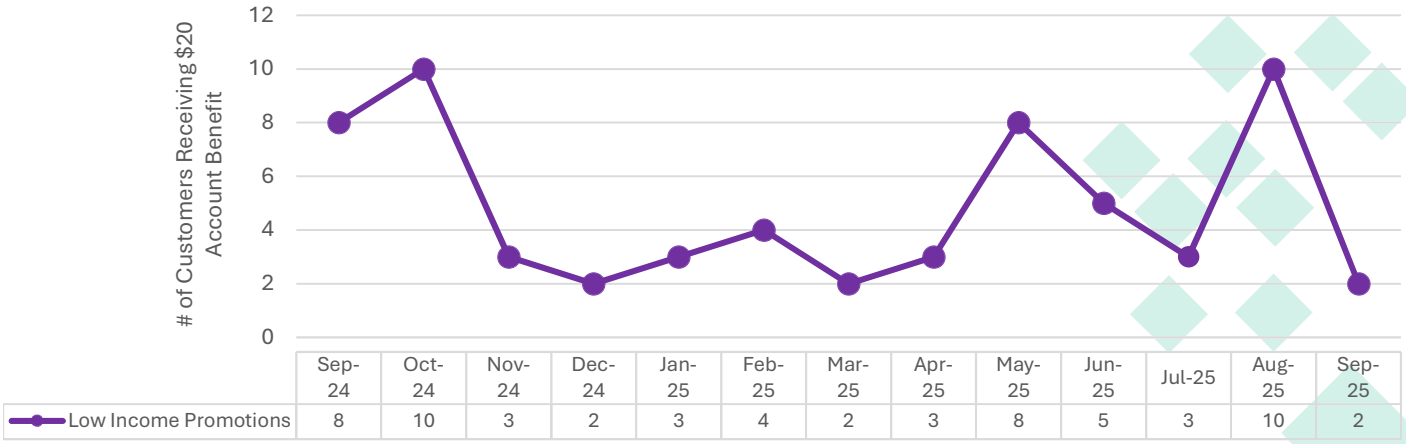
4.6 EQUITY

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

Figure 12 demonstrates the number of customers that received the $20 low-income benefit since launch of the equity programs. There have been 67 low-income accounts opened since the opening of the EL. In Q1(Jul-Sep), there were 15 new customers approved for the program, a slight decline from 16 in the previous quarter.

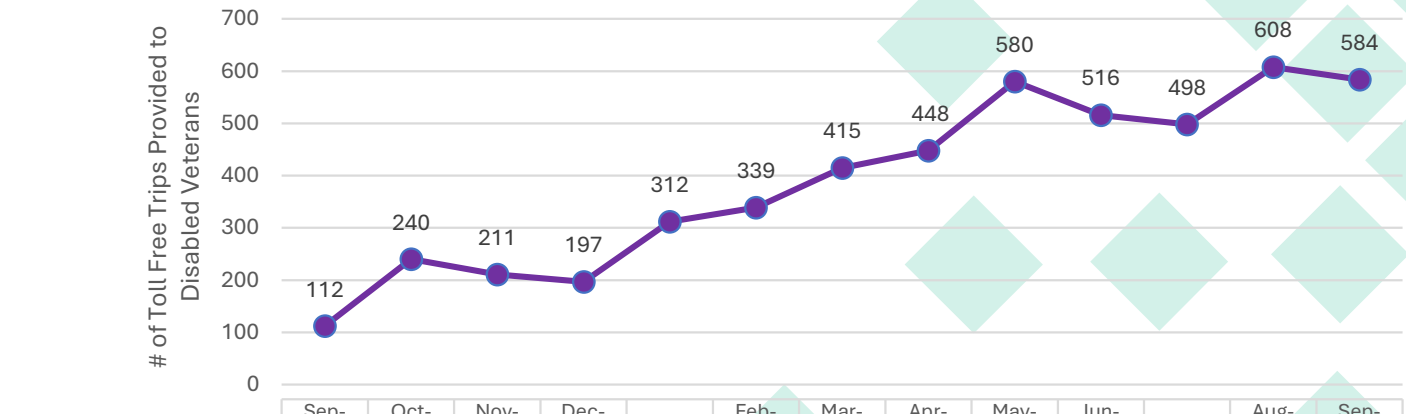
Figure 13 depicts the number of toll-free trips taken under the Disabled Veteran Discount Program. Trips increased 5% from Q4(Apr-Jun) and are consistent with the positive trendline.

Figure 12 – Monthly Low Income Promotions



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
Low Income Promotions	8	10	3	2	3	4	2	3	8	5	3	10	2

Figure 13 – Monthly Disabled Veteran Trips



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
Disabled Veteran Trips	112	240	211	197	312	339	415	448	580	516	498	608	584

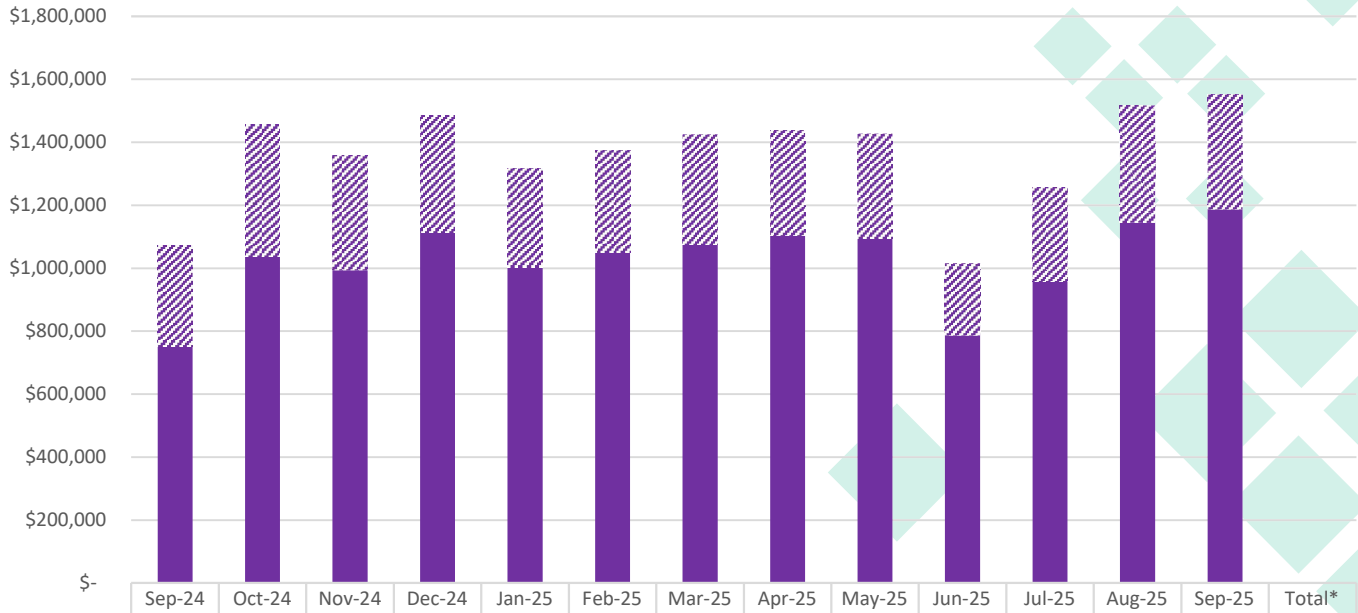
Attachment: SBCTA Sept Quarterly Report_V2_Submittal_10.23.25 (12095 : Express Lanes Quarterly Report - First Quarter Operations)

5.1 REVENUE

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

Figure 14 reflects that GPR (total FasTrak and Non-FasTrak) of $1.55 million (FasTrak: $1.19M + Non-FasTrak: $366K) for the month of September 2025 is 44% ($479K) greater than September 2024 GPR of $1.07 million. The total GPR of $17.8 million include the $1.69 million of toll accounts receivable shown in Figure 16.

Figure 14 – Monthly Gross Potential Revenue over months by FasTrak and Non-FasTrak (by Trip Date)



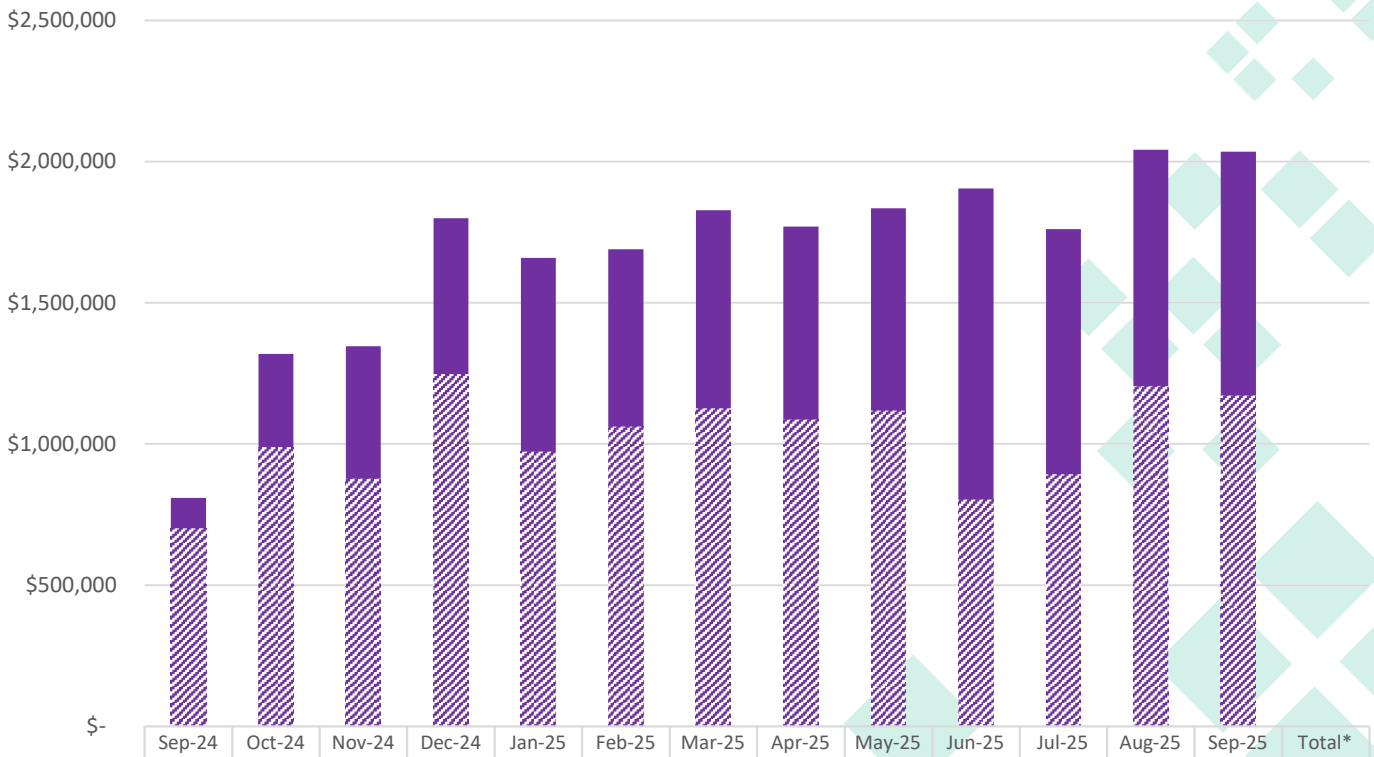
	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Total*
Non-FasTrak	$322 K	$419 K	$365 K	$371 K	$314 K	$324 K	$350 K	$335 K	$334 K	$230 K	$299 K	$373 K	$366 K	$3.4 M
FasTrak	$752 K	$1.04 M	$993 K	$1.11 M	$1.00 M	$1.05 M	$1.08 M	$1.10 M	$1.09 M	$786 K	$957 K	$1.14 M	$1.19 M	$10.1 M
Total GPR	$1.07 M	$1.46 M	$1.36 M	$1.49 M	$1.32 M	$1.37 M	$1.43 M	$1.44 M	$1.43 M	$1.02 M	$1.26 M	$1.52 M	$1.55 M	$17.8 M

*Total for 13 months

Attachment: SBCTA Sept Quarterly Report_V2_Submittal_10.23.25 (12095 : Express Lanes Quarterly Report - First Quarter Operations)

Figure 15 reflects actual toll, fee and penalty revenue, which is comprised of payments received from customers and posted to accounts. Inception-to-date, Actual Revenue of $21.8 million exceeds Gross Potential Revenue of $17.8 million as a result of the collection of violation penalties and fees. While this is a positive revenue trend, the cost to collect violation tolls and penalties is exponentially higher than FasTrak trips, therefore continued efforts should be made to help customers realize the value of becoming FasTrak customers.

Figure 15 – Monthly Paid Revenue over months by FasTrak and Non-FasTrak (by Payment Posting Date)



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Total*
Non-FasTrak	$108 K	$331 K	$469 K	$551 K	$685 K	$629 K	$702 K	$684 K	$716 K	$1.10 M	$868 K	$837 K	$864 K	$8.5 M
FasTrak	$701 K	$989 K	$877 K	$1.25 M	$974 K	$1.06 M	$1.13 M	$1.09 M	$1.12 M	$803 K	$893 K	$1.21 M	$1.17 M	$13.3 M
Total Paid	$809 K	$1.32 M	$1.35 M	$1.80 M	$1.66 M	$1.69 M	$1.83 M	$1.77 M	$1.83 M	$1.91 M	$1.76 M	$2.04 M	$2.04 M	$21.8 M

*Total for 13 months

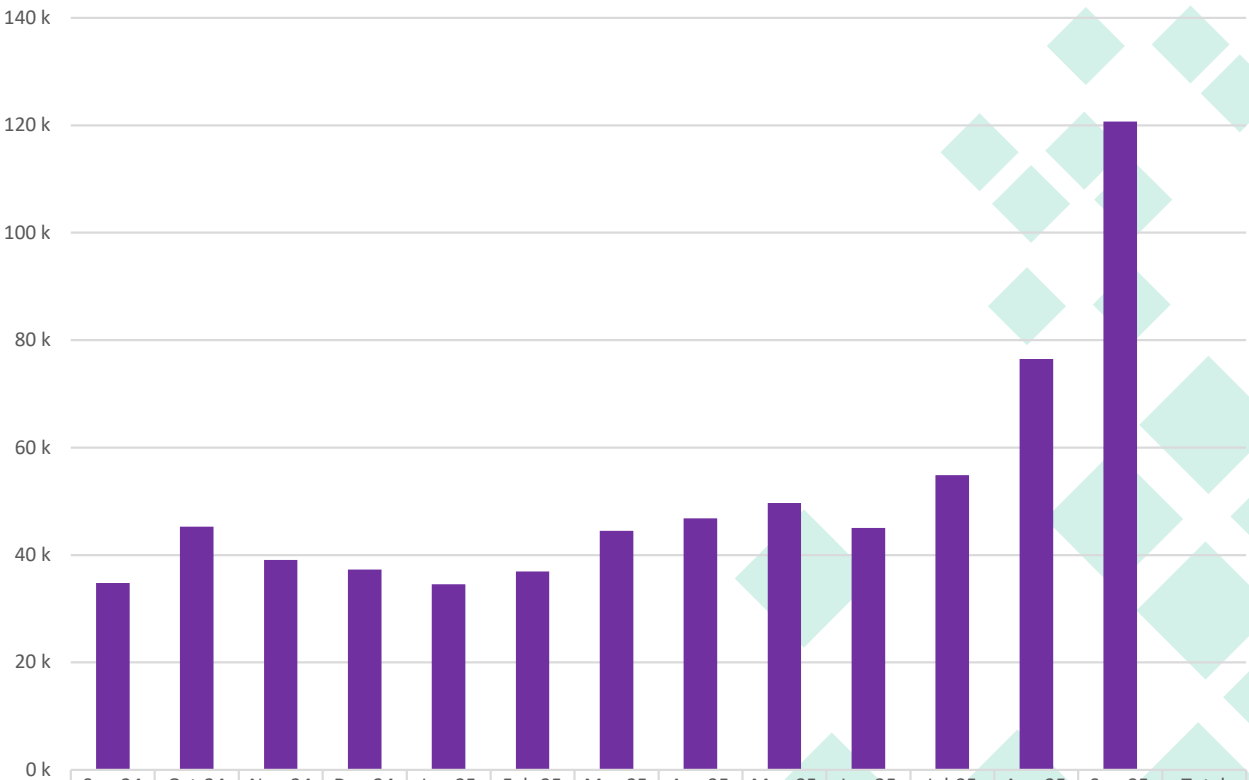
Attachment: SBCTA Sept Quarterly Report_V2_Submittal_10.23.25 (12095 : Express Lanes Quarterly Report - First Quarter Operations)

5.2 ACCOUNTS RECEIVABLE

Accounts receivable is comprised of unpaid tolls. **Figure 16** present the trip counts and amounts receivable from different violation categories. The "Not Noticed" category is comprised of trips that were sent to the CSC for billing, but no violation notice has been mailed It should be noted that the amounts receivable in the "Not Noticed" category do not include violation fees and penalties. Amounts receivable in all other categories are inclusive of penalties.

Unpaid tolls include trips that have not been noticed; there is no penalty associated with trips that have not been noticed. As of the end of September 2025, tolls accounts receivable is $1.69 million which is included in the GPR in Figure 14.

Figure 16 – Monthly Uncollected Trips



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Total
Tolled Trip Counts	35 k	45 k	39 k	37 k	35 k	37 k	45 k	47 k	50 k	45 k	55 k	77 k	121 k	670 k
Tolls $ AMNT	$82 k	$112 k	$101 k	$108 k	$95 k	$102 k	$114 k	$118 k	$122 k	$93 k	$130 k	$201 k	$302 k	$1.69 M

Attachment: SBCTA Sept Quarterly Report_V2_Submittal_10.23.25 (12095 : Express Lanes Quarterly Report - First Quarter Operations)

Minute Action

AGENDA ITEM: 7

Date: December 3, 2025

Subject:
2026 Board of Directors and Policy Committee Meeting Calendar

Recommendation:
Approve the 2026 Board of Directors and Policy Committee meeting calendar.

Background:
The San Bernardino County Transportation Authority's (SBCTA) proposed 2026 Master Meeting Calendar is presented to the Board for approval to develop meeting dates and times that work with the Board of Directors and Policy Committee members' schedules and, where possible, avoid potential conflicts with other meetings, allowing for better member participation.

- **Board of Directors** - The regular meeting of the Board of Directors is held the 1st Wednesday of each month at 10:00 AM.
- **General Policy Committee** - The regular meeting date is Wednesday of the week following the SBCTA Board meeting, which is usually the 2nd Wednesday of each month at 9:00 AM.
- **Legislative Policy Committee** - The regular meeting date is Wednesday of the week following the SBCTA Board meeting, which is usually the 2nd Wednesday of each month, with the typical start time being between 9:30 AM and 10:00 AM, dependent on the length of the General Policy Committee.
- **Transit Committee** - The regular meeting date is Thursday of the week following the SBCTA Board meeting, which is usually the 2nd Thursday of each month at 9:00 AM.
- **Metro Valley Study Session** - The regular meeting date is Thursday of the week following the SBCTA Board meeting, which is usually the 2nd Thursday of each month, with the typical start time being between 9:30 AM and 10:00 AM, dependent on the length of the Transit Committee.
- **Mountain/Desert Committee** – The regular meeting date is the 3rd Friday of each month at 9:30 AM in Victorville.

The proposed calendar conforms to the regular meeting schedule of the Board of Directors and Policy Committees with the exceptions noted below:

- **General Policy Committee** – Due to the Veteran's Day holiday, the November meeting date will be moved to Thursday, November 12, 2026, at 9:00 AM.
- **Legislative Policy Committee** - Due to the Veteran's Day holiday, the November meeting date will be cancelled.
- **Mountain/Desert Committee** – Due to a conflict with the Juneteenth holiday, it is recommended the June meeting date be moved to the 2nd Friday, June 12, 2026, at 9:30 AM. Due to a conflict with the holidays, it is recommended the November meeting date be moved to the 2nd Friday, November 13, 2026, at 9:30 AM, and the December meeting date be moved to the 2nd Friday, December 11, 2026, at 9:30 AM.

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

Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. It has also been the practice to modify the meeting date and time when the SBCTA Board meeting has been rescheduled due to conflicts with other meetings or holiday schedules. SBCTA staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure continuity of meetings and participation.

The Board of Directors Metro Valley Study Session and all Policy Committees are dark in July. As a result, the Board of Directors meeting is dark in August. Committee members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA's standard procedures for meeting preparation. The 2026 proposed meeting calendar is attached to this item.

The proposed 2026 Board of Directors dates are as follows:

Board of Directors

January 7, 2026	May 6, 2026	September 2, 2026
February 4, 2026	June 3, 2026	October 7, 2026
March 4, 2026	July 1, 2026	November 4, 2026
April 1, 2026	August 5, 2026 **(DARK)**	December 2, 2026

The proposed 2026 Policy Committee dates are as follows:

General Policy Committee

January 14, 2026	May 13, 2026	September 9, 2026
February 11, 2026	June 10, 2026	October 14, 2026
March 11, 2026	July 8, 2026 **(DARK)**	November 12, 2026*
April 8, 2026	August 12, 2026	December 9, 2026

**This meeting is being held on the 2nd Thursday due to conflict with Holiday*

Legislative Policy Committee

January 14, 2026	May 13, 2026	September 9, 2026
February 11, 2026	June 10, 2026	October 14, 2026
March 11, 2026	July 8, 2026 **(DARK)**	November 11, 2026*
April 8, 2026	August 12, 2026	December 9, 2026

**This meeting is being cancelled due to a conflict with Holiday*

Transit Committee

January 15, 2026*	May 14, 2026	September 10, 2026
February 12, 2026	June 11, 2026	October 15, 2026*
March 12, 2026	July 9, 2026 **(DARK)**	November 12, 2026
April 9, 2026	August 13, 2026	December 10, 2026

**This meeting is being held on the third Thursday of the month*

Metro Valley Study Session

January 15, 2026*	May 14, 2026	September 10, 2026
February 12, 2026	June 11, 2026	October 15, 2026*
March 12, 2026	July 9, 2026 **(DARK)**	November 12, 2026
April 9, 2026	August 13, 2026	December 10, 2026

**This meeting is being held on the third Thursday of the month*

Mountain/Desert Policy Committee

January 16, 2026	May 15, 2026	September 18, 2026
February 20, 2026	June 12, 2026*	October 16, 2026
March 20, 2026	July 17, 2026 **(DARK)**	November 13, 2026*
April 17, 2026	August 21, 2026	December 11, 2026*

**This meeting is being held on the second Friday of the month due to conflicts with holidays*

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

Reviewed By:
The individual policy committee schedules were reviewed and approved by the respective policy committees during the month of November, with the exception to Mountain/Desert Policy Committee.

Responsible Staff:
Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

SBCTA / SBCOG 2026 Master Calendar

~ January 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This meeting falls on the 3rd Thursday of the month.				1 SCAG Regional Council (cancelled) New Year's Holiday	2	3
4	5	6	7 Board Orthodox Christmas	8	9	10
11	12	13	14 General Policy Committee Legislative Policy Committee Orthodox New Year	15 *Transit Committee *Metro Valley Study Session	16 Mt/Desert Policy Committee	17
18	19 Martin Luther King Jr. Holiday	20	21 LAFCO Hearing League of CA Cities New Mayors & Council Members Academy	22 League of CA Cities New Mayors & Council Members Academy	23 League of CA Cities New Mayors & Council Members Academy	24
25	26	27	28	29	30	31

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

SBCTA / SBCOG 2026 Master Calendar

~ February 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Board	5 City/County Manager's TAC SCAG Regional Council	6	7
8	9	10	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session	13	14
15	16 Presidents' Day Holiday	17	18 LAFCO Hearing Ramadan	19 Ramadan	20 Mt/Desert Policy Committee Ramadan	21 NACo Legislative Conference Ramadan
22 NACo Legislative Conference Ramadan	23 NACo Legislative Conference Ramadan	24 NACo Legislative Conference Ramadan	25 Ramadan	26 Ramadan	27 Ramadan	28 Ramadan

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

SBCTA / SBCOG 2026 Master Calendar

~ March 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Ramadan	2 Ramadan	3 Ramadan	**4** Board Ramadan	**5** SCAG Regional Council Ramadan	**6** Ramadan	**7** Ramadan
8 Daylight Savings Time Begins Ramadan	**9** Ramadan	**10** Ramadan	**11** General Policy Committee Legislative Policy Committee Ramadan	**12** Transit Committee Metro Valley Study Session Ramadan	**13** Ramadan	**14** Ramadan
15 Laylat al-Qadr Ramadan	**16** Ramadan	**17** Ramadan	**18** LAFCO Hearing Ramadan	**19** Ramadan	**20** Mt/Desert Policy Committee	**21**
22	**23**	**24**	**25**	**26**	**27**	**28**
29	**30**	**31**				

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

SBCTA / SBCOG 2026 Master Calendar

~ April 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board	2 City/County Manager's TAC SCAG Regional Council Passover	3 Good Friday Passover	4 Passover
5 Easter Passover	6 Passover	7 Passover	8 General Policy Committee Legislative Policy Committee Passover	9 Transit Committee Metro Valley Study Session Passover	10	11
12	13	14	15 LAFCO Hearing	16	17 Mt/Desert Policy Committee	18
19	20	21	22	23	24	25
26	27	28	29	30		

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

SBCTA / SBCOG 2026 Master Calendar

~ May 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
*City/County Conference will begin the afternoon of October 14th					1	2
3	4	5	6 Board	7 SCAG Regional Council SCAG General Assembly	8 SCAG General Assembly	9
10	11	12	13 General Policy Committee Legislative Policy Committee	14 Transit Committee Metro Valley Study Session *City/County Conference	15 Mt/Desert Policy Committee City/County Conference	16
17	18	19	20 LAFCO Hearing	21 Shavuot (begins sunset)	22 Shavuot	23 Shavuot (ends nightfall)
24	25 Memorial Day Holiday	26 Eid al-Adha	27 Eid al-Adha	28	29	30
31						

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

SBCTA / SBCOG 2026 Master Calendar

~ June 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 City/County Manager's TAC SCAG Regional Council US Conference of Mayors	5 US Conference of Mayors	6 US Conference of Mayors
7 US Conference of Mayors	8	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session	12 *Mt/Desert Policy Committee	13
14	15	16	17 LAFCO Hearing Muharram	18	19 Juneteenth Holiday	20
21	22	23	24	25	26	27
28	29	30	NOTES: *This meeting will be held on the 2nd Friday due to Holiday.			

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

SBCTA / SBCOG 2026 Master Calendar

~ July 2026~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *No policy committee meetings.			1 Board	2 SCAG Regional Council	3 Independence Day (Observed)	4 Independence Day Holiday
5	6	7	8 *General Policy Committee (DARK) *Legislative Policy Committee (DARK)	9 *Transit Committee (DARK) *Metro Valley Study Session (DARK)	10	11
12	13	14	15 LAFCO Hearing	16	17 *Mt/Desert Policy Committee (DARK) NACo Annual Meeting	18 NACo Annual Meeting
19 NACo Annual Meeting	20 NACo Annual Meeting	21	22	23	24	25
26	27	28	29	30	31	

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

SBCTA / SBCOG 2026 Master Calendar

~ August 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *No Board Meeting.						1
2	3	4	5 *Board (DARK)	6 City/County Manager's TAC SCAG Regional Council (DARK)	7	8
9	10	11	12 General Policy Committee Legislative Policy Committee	13 Transit Committee Metro Valley Study Session	14	15
16	17	18	19 LAFCO Hearing	20	21 Mt/Desert Policy Committee	22
23	24	25	26 Prophet Muhammad's Birthday	27	28	29
30	31					

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

SBCTA / SBCOG 2026 Master Calendar

~ September 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 SCAG Regional Council	4 Janmashtami	5
6	7 Labor Day Holiday	8	9 General Policy Committee Legislative Policy Committee	10 Transit Committee Metro Valley Study Session	11 Rosh Hashanah (Start)	12 Rosh Hashanah (Cont.)
13 Rosh Hashanah (Ends)	14	15	16 LAFCO Hearing	17	18 Mt/Desert Policy Committee	19
20	21 Yom Kippur	22	23 League of CA Cities Annual Conference	24 League of CA Cities Annual Conference	25 League of CA Cities Annual Conference Sukkot	26 Sukkot
27 Sukkot	28 Sukkot	29 Sukkot	30 Sukkot			

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

SBCTA / SBCOG 2026 Master Calendar

~ October 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
*This meeting falls on the 3rd Thursday of the month.				1 City/County Manager's TAC SCAG Regional Council Sukkot	2 Mobility 21 Summit Shemini Atzeret Sukkot	3 Shemini Atzeret Simchat Torah
4	5	6	7 Board	8	9	10
11	12 Columbus Day	13	14 General Policy Committee Legislative Policy Committee	15 *Transit Committee *Metro Valley Study Session	16 Mt/Desert Policy Committee	17
18	19	20	21 LAFCO Hearing	22	23	24
25	26	27	28	29	30	31 Halloween

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

SBCTA / SBCOG 2026 Master Calendar

~ November 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Daylight Savings Time Ends	**2**	**3**	**4** Board	**5** SCAG Regional Council	**6**	**7**
8 Diwali	**9**	**10**	**11** *Legislative Policy Committee (Cancelled) Veteran's Day Holiday	**12** **General Policy Committee Transit Committee Metro Valley Study Session	**13** ***Mt/Desert Policy Committee	**14**
15	**16**	**17**	**18** LAFCO Hearing	**19**	**20**	**21**
22	**23**	**24**	**25**	**26** Thanksgiving Day Holiday	**27** Thanksgiving Day After	**28**
29	**30** CSAC Annual Meeting	NOTES: *Legislative Policy Committee meeting cancelled due to conflict with Holiday. **General Policy Committee meeting moved to the 2nd Thursday due to conflict with Holiday. ***Mountain/Desert Policy Committee meeting moved to the 2nd Friday due to Holidays.				

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

SBCTA / SBCOG 2026 Master Calendar

~ December 2026~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This meeting will be held on the 2nd Friday due to Holidays.		1 CSAC Annual Meeting	2 Board CSAC Annual Meeting	3 City/County Manager's TAC SCAG Regional Council CSAC Annual Meeting	4 CSAC Annual Meeting Hanukkah	5 Hanukkah
6 Hanukkah	7 Hanukkah	8 Hanukkah	9 General Policy Committee Legislative Policy Committee Hanukkah	10 Transit Committee Metro Valley Study Session Hanukkah	11 *Mt/Desert Policy Committee Hanukkah	12 Hanukkah
13	14	15	16 LAFCO Hearing	17	18	19
20	21	22	23	24 Christmas Eve Holiday	25 Christmas Day Holiday	26 Kwanzaa
27 Kwanzaa	28 Kwanzaa	29 Kwanzaa	30 Kwanzaa	31 New Year's Eve Holiday Kwanzaa		

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar (12048 : 2026 Meeting Calendar)

Minute Action

AGENDA ITEM: 8

Date: December 3, 2025

Subject:
State Route 60 Central Avenue Interchange - Amendment No. 6 to Cooperative Agreement No. 15-1001091 and Contingency Increase for Contract No. 19-1002196

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

A. Approve Amendment No. 6 to Cooperative Agreement No. 15-1001091 (R14050) with the City of Chino to revise the Project Funding Table to reflect an increased total project cost in the amount of $786,599, increasing the Measure I Interchange Program funds by $320,779 and City of Chino funds by $465,820.

B. Approve a contingency increase for Construction Contract No. 19-1002196 with Security Paving Company, Inc. by $620,625.62, for a revised total contingency amount of $3,532,664.62 to be funded with Valley Interchange Measure I funds and City of Chino Local Funds.

Background:
The State Route (SR) 60 Central Avenue Interchange Improvement Project (Project) widened the existing Central Avenue Bridge over SR 60, widened both westbound and eastbound on-ramps, and improved both ramp intersections. The Project was designed to improve local street circulation, facilitate freeway access for the City of Chino (City), and to improve regional mobility. Work has been completed, and the project is currently in a four-year landscape maintenance phase until 2029.

In December 2020, the Board of Directors (Board) approved the award of Contract No. 19-1002196 to Security Paving, Inc. (Contractor), based on the low competitive bid process, for Construction Services for the Project. The contract amount was $24,026,391.65, plus a contingency amount of $2,912,039, totaling $26,938,430.65. The Notice to Proceed was issued in late January 2021 and work began shortly after. In April 2025, work on the interchange was substantially completed with pending final inspection by the California Department of Transportation (Caltrans). In May 2025, San Bernardino County Transportation Authority (SBCTA) construction management team prepared and sent a Proposed Final Estimate (PFE) to the Contractor. The PFE is a statement of final eligible contract costs from the standpoint of SBCTA for the purpose of obtaining formal agreement regarding final payment. In June 2025, SBCTA received an exception to the PFE from the contractor with a summary of claims on various items of work. The claims were largely related to unanticipated delays and impacts caused by differing site conditions and conflicts with a Caltrans project to replace three bridges over SR 60 that was geographically located on both sides, to the east and to the west, of SBCTA's project. The Caltrans project was originally scheduled to be completed before the start of work on SR 60 Central; however, it experienced significant delays, which ultimately postponed the progress of SBCTA's project by a year and a half. SBCTA construction staff reviewed the claims and supporting documentation and negotiated a settlement with the contractor. This settlement, along with the final reconciliation of change orders and close out of the construction portion of the project resulted in a final construction cost that exceeds the current contingency balance as well as the amount authorized in the cooperative agreement between SBCTA and the City.

Entity: San Bernardino County Transportation Authority

The cost increase realized when the bids were received for the extended landscape maintenance contract, which was a little over $100,000, and balances in the construction phase will put the project $786,599 over the approved cooperative agreement amount between SBCTA and the City. This translates into an estimated cost increase of $465,820 for the City and $320,779 of Valley Interchange Measure I funds, requiring a cooperative agreement amendment. The anticipated final claim will also exceed the construction contract amount plus contingency by $620,625.62.

Staff is recommending that the Board approve Amendment No. 6 to Cooperative Agreement No. 15-1001091 with the City of Chino and increase the contingency amount for Contract No. 19-1002196 with Security Paving Company, Inc. to close the contract once the final contract cost is agreed to. The Department Director, or her designee, is authorized to release contingency as necessary in accordance with SBCTA Procurement Policy 11000.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Valley Interchange Measure I funds, City of Chino Local Funds, and State Trade Corridor Improvement Funds in Program 40, Project Delivery under Task 0830 Interchange Projects, Sub-Task 0893 SR 60 Central Avenue Interchange.

Reviewed By:
This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 13, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Paul Melocoton, Project Manager

Contract Summary Sheet

General Contract Information

Contract No: 15-1001091 Amendment No.: 6

Contract Class: Receivable Department: Project Delivery

Customer ID: CHIN CI Customer Name: City of Chino

Description: Preliminary Engineering, Environmental, Right-of-Way, PS&E and construction for SR 60 Central Ave

List Any Accounts Payable Related Contract Nos.:

Dollar Amount					
Original Contract	$	12,493,964.00	Original Contingency	$	-
Prior Amendments	$	4,427,993.00	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	465,820.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**17,387,777.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**17,387,777.00**

Contract Authorization

Board of Directors Date: 12/03/2025 Board Item # 12096

Contract Management (Internal Purposes Only)

Local Funding Agreement Monthly

Accounts Receivable

Total Contract Funding: $ 17,387,777.00 Funding Agreement No: 15-1001091

Beginning POP Date: 06/04/2014 Ending POP Date: 12/31/1939 Final Billing Date: 12/31/1939

Expiration Date: 12/31/1939 Fund Admin: Yes

Parent Contract 15-1001091 PM Description SR60 Central IC Coop with Chino Laserfiche 15-1001091

Z-Related Contracts Z00-1000919

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	6010	40	0830	0893	42405002	17,387,777.00
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

Paul Melocoton
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 15-1001091-06 (12096 : State Route 60 Central Avenue Interchange - Cooperative Agreement Amendment and Increase

AMENDMENT NO. 6 TO AGREEMENT NO. 15-1001091 (R14050)
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF CHINO
FOR
PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW), AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO

THIS AMENDMENT No. 6 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA) and the City of Chino (CITY). SBCTA and CITY may be collectively referred to herein as PARTIES.

RECITALS

A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and

B. On November 29, 2017, PARTIES approved Amendment No. 1 to the AGREEMENT to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by SBCTA; and

C. On February 7, 2019, PARTIES approved Amendment No. 2 to the AGREEMENT to adjust total estimated cost of PROJECT to $31,705,573; and

D. On December 28, 2021, PARTIES approved Amendment No. 3 to the AGREEMENT to adjust total estimated cost of PROJECT to $33,649,197; and

E. In June 2020, funds were programmed to PROJECT as buy-down for CITY and SBCTA shares; and

F. On June 25, 2020, the California Transportation Commission (CTC) allocated $8,638,000 of state Trade Corridor Improvement Fund (TCIF) to PROJECT; and

G. On December 28, 2020, PARTIES approved Amendment No. 4 to the AGREEMENT to adjust total estimated cost of PROJECT to $36,131,735 and reflect the addition of TCIF funds and reduce Measure I by $2,618,450 and City funds by $3,537,012; and

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Attachment: 15-1001091-06 - PDF (12096 : State Route 60 Central Avenue Interchange - Cooperative Agreement Amendment and Increase

H. On November 6, 2024, PARTIES approved Amendment No. 5 to the AGREEMENT to adjust total estimated cost of PROJECT to $36,891,327; and

I. Now, the estimated total cost of PROJECT has increased by $786,599; and

J. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Replace Attachment A.3 of the AGREEMENT in its entirety with Attachment A.4, which is attached hereto and incorporated herein by reference. All references to "Attachment A.3" and "Revised Attachment A" in the AGREEMENT are hereby replaced with "Attachment A.4".

2. Except as amended by this AMENDMENT, all other provisions of the AGREEMENT and amendments thereto shall remain in full force and effect.

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

4. This AMENDMENT is effective on the date signed by SBCTA.

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

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Attachment: 15-1001091-06 - PDF (12096 : State Route 60 Central Avenue Interchange - Cooperative Agreement Amendment and Increase

IN WITNESS WHEREOF, the PARTIES have duly executed this AMENDMENT below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Iain MacMillan
Assistant General Counsel

CITY OF CHINO

By: _____
Dr. Linda Reich
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: _____
Hye Jin Lee
Director of Public Works

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Attachment: 15-1001091-06 - PDF (12096 : State Route 60 Central Avenue Interchange - Cooperative Agreement Amendment and Increase

Attachment A.4

PROJECT DESCRIPTION

SBCTA and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%
Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%
Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is SBCTA's contribution. Development Share is CITY's contribution.

Phase	Estimated Cost	Public Share	Buy-Down	Development Share
Project Study Report	$444,500	$183,134		$261,366
Project Report and Environmental Approval	$634,237	$261,306		$372,931
Plans, Specifications, and Estimates	$2,002,468	$825,017		$1,177,451
Right of Way Acquisition	$774,029	$315,600		$458,429
Construction & Construction Management	$31,910,478	$9,588,261	$8,638,000	$13,684,217
Landscape Maintenance	$1,162,215	$478,833		$683,382
SBCTA Project Management	$750,000	$0		$750,000
TOTAL	$37,677,927	$11,652,151	$8,638,000	$17,387,776

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Attachment: 15-1001091-06 - PDF (12096 : State Route 60 Central Avenue Interchange - Cooperative Agreement Amendment and Increase

Contract Summary Sheet

General Contract Information

Contract No: 19-1002196 Amendment No.: 1A

Contract Class: Payable Department: Project Delivery

Vendor No.: 02955 Vendor Name: Security Paving Company, Inc.

Description: SR-60 Central Construction Contract

List Any Related Contract Nos.: 15-1001091

Dollar Amount					
Original Contract	$	24,026,391.65	Original Contingency	$	2,912,039.00
Prior Amendments	$	1,050,688.03	Prior Amendments	$	(1,050,688.03)
Current Amendment	$	-	Current Amendment	$	620,625.62
Total/Revised Contract Value	**$**	**25,077,079.68**	**Total Contingency Value**	**$**	**2,481,976.59**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**27,559,056.27**

Contract Authorization

Board of Directors Date: 12/03/2025 Board Item # 12096

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No Board Approved Budget Adjustment

State/Local Construction

Accounts Payable

Estimated Start Date: 12/02/2020 Expiration Date: 12/31/2039 Revised Expiration Date:

No Yes Yes

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 25,077,079.68	Total Contingency: $ 2,481,976.59
GL:	4120	40	0830	0893	53701	41100000	650	MSI	6,772,900.83	1,022,574.36
GL:	6010	40	0830	0893	53701	42405002	650	Chino	9,666,178.85	1,459,402.23
GL:	2580	40	0830	0893	53701	42208001	650	TCIF	8,638,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Paul Melocoton
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: Prior contingency amendments is the sum of contingency released to date

Attachment: CSS 19-1002196-1A (12096 : State Route 60 Central Avenue Interchange - Cooperative Agreement Amendment and Increase

Minute Action

AGENDA ITEM: 9

Date: December 3, 2025

Subject:
Interstate 10 Corridor Freight and Express Lanes - Contract 2B: Temporary Encroachment Agreement and Construction Cooperative Agreement

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

A. Approve Temporary Encroachment Agreement No. 26-1003382 between Union Pacific Railroad (UPRR) and SBCTA for the Interstate 10 (I-10) Corridor Freight and Express Lanes - Contract 2B Project in the amount of $303,110, which is comprised of not-to-exceed $253,110 for the Temporary Construction Easements and $50,000 for UPRR project management and construction management costs, to be funded with Measure I Valley Freeway Program funds. UPRR's project management and construction management costs may be recalculated and adjusted by UPRR if SBCTA does not commence construction on the portion of the Project located on the UPRR's property within six months.

B. Authorize the Executive Director, or her designee, to negotiate, finalize, and execute Agreement No. 26-1003418 with the California Department of Transportation (Caltrans) for the construction phase of the I-10 Corridor Freight and Express Lanes Project – Contract 2B, in a not-to-exceed amount of $7,222,000, to be paid with $6,992,000 in Federal funds that Caltrans will access directly for oversight work and $230,000 in Measure I Valley Freeway Program funds for Department Furnished Materials, subject to approval as to form by SBCTA General Counsel.

Background:
The Interstate 10 (I-10) Corridor Freight and Express Lane Project – Contract 2 (Project) is the second phase of the San Bernardino County Transportation Authority (SBCTA) I-10 Corridor Express Lanes Program. The Project will include a single express lane in each direction from Interstate 15 (I-15) in the City of Ontario to Pepper Avenue in the City of Colton, connecting to the recently opened I-10 Corridor Contract 1 Express Lanes in the vicinity of I-15. To expedite project delivery, the Project will be divided into two construction contracts: Contract 2A from I-15 to Sierra Avenue, and Contract 2B from Sierra Avenue to Pepper Avenue. Contract 2A is currently in the construction bidding phase while Contract 2B is currently in its 100% design phase with a target for design approval and right-of-way certification in December 2025.

Recommendation A:

On March 1, 2023, the SBCTA Board of Directors (Board) authorized staff to complete appraisals of properties and to make offers of Just Compensation to property owners for the acquisition of property necessary for the Project and authorized the Director of Project Delivery to add or remove parcels, as deemed necessary. Included in the authorization were Temporary Construction Easements (TCE) within the railroad right-of-way.

Staff received the draft Temporary Encroachment Agreement (TEA) No. 26-1003382 from Union Pacific Railroad (UPRR), requesting compensation of $253,110 for the TCEs for a three-year term and an estimate of $50,000 for work to be performed by UPRR.

The TEA prescribes that the amount of $50,000, at SBCTA's sole cost and expense, is only an estimate of UPRR project management and construction management costs, and that UPRR will be reimbursed for actual costs incurred. The TEA also provides that UPRR may recalculate and update the estimate, which will be submitted to SBCTA in the event SBCTA does not commence construction on the portion of the Project located on the railroad's property within six months from the date of the estimate.

Staff is recommending that the Board approve the TEA, which is a part of the requirements for right-of-way certification for the Project.

Recommendation B:

In anticipation of Contract 2B construction in summer 2026, a Construction Cooperative Agreement between SBCTA and the California Department of Transportation (Caltrans) is required prior to its Ready-to-List milestone. Cooperative Agreement No. 26-1003418 is a standard Caltrans agreement to define the roles and responsibilities between both agencies for the construction phase of the Project. Under this agreement, SBCTA will lead the project delivery efforts in the construction phase while Caltrans will perform oversight. Since this Project is revenue-generating, reimbursement for Caltrans' oversight effort is required, as described within the agreement. The Caltrans oversight effort in the agreement is estimated at a not-to-exceed amount of $6,992,000 for the construction phase. This work will be funded with Federal Surface Transportation Block Grant Program funds that Caltrans will access directly and will not flow through the SBCTA Budget. The agreement also specifies that SBCTA as the Local Agency will be responsible for Project funding, including Measure I Valley Freeway and other State and Federal funds in the amount of $413,292,000. Of this, $230,000 will be paid to Caltrans with Measure I Valley Freeway Program funds for Department Furnished Materials.

Negotiations with Caltrans on the final form of the agreement is on-going, and staff is recommending that the Board authorize the Executive Director, or her designee, to negotiate, finalize, and execute the Cooperative Agreement, subject to approval as to form by SBCTA General Counsel.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Freeway Program funds, State Transportation Improvement Program funds, Federal Surface Transportation Block Grant Program funds, in Program 40, Project Delivery under Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

Reviewed By:
This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 13, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement with UPRR.

Responsible Staff:
Heng Chow, Project Manager

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Contract Summary Sheet

General Contract Information

Contract No: 26-1003382 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 02269 Vendor Name: Union Pacific Railroad

Description: I-10 Corridor Contract 2B Temporary Encroachment Agreement

List Any Related Contract Nos.: 23-1002941

Dollar Amount

Original Contract	$	303,110.00	Original Contingency		
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**303,110.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**303,110.00**

Contract Authorization

Board of Directors Date: 12/03/2025 Board Item # 12097

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Right of Way – Licenses N/A

Accounts Payable

Estimated Start Date: 12/03/2025 Expiration Date: 12/02/2028 Revised Expiration Date:

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 303,110.00	Total Contingency: $ -
GL:	4110	40	0820	0821	53702	41100000	650	MSI Freeway	303,110.00	
GL:									.	
GL:										
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Heng Chow
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: Expires three years after execution.

Attachment: CSS_26-1003382 (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

Project: 0786242

TEMPORARY ENCROACHMENT AGREEMENT

Alhambra Subdivision, Mile Post 535.68 to 537.11
Rialto, San Bernardino County, California

THIS AGREEMENT is entered into as of the____ day of_____, 20___ ("Effective Date") between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad or Licensor"), and the **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, whose address is 1170 West Third Street, Second Floor, San Bernardino County, California 92410 (hereinafter "Licensee").

RECITALS:

Licensee desires to undertake as its project the temporary maintenance and use of an encroachment to construct a retaining wall outside of the Railroad's right of way (hereinafter the "Project") located between Mile Post 535.68 to 537.11 on the Railroad's right of way or premises on the Alhambra Subdivision in Rialto, San Bernardino County, California, as located and described in the attached **Exhibit A** and **Exhibit A-1** Survey Prints (hereinafter the "Temporary Encroachment Area").

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Article 1. RAILROAD GRANTS RIGHT.

For and in consideration of **Two Hundred Fifty-Three Thousand One Hundred Ten Dollars ($253,110.00)** to be paid by the Licensee to the Licensor upon the execution of this Agreement, and in further consideration of the Licensee's agreement to perform and abide by the terms of this Agreement, including **Exhibit B**, attached hereto and hereby made a part hereof, the Railroad hereby grants to Licensee a Temporary Encroachment Area on the Railroad's property as shown on **Exhibit A** and **Exhibit A-1**. The Licensee's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of the Licensee and its contractors to comply with such provisions. The Temporary Encroachment Area granted herein shall commence as of the Effective Date of this Agreement and continue for three (3) years, or until the project has been completed, whichever occurs earlier.

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Attachment: 26-1003382 - PDF (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

Article 2. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Licensee to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Article 3. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Project area or premises and any subsequent maintenance and repair work, the Licensee shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Licensee confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0786242

D. If the Licensee's own employees will be performing any of the Project work, the Licensee may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Article 4. FEDERAL AID POLICY GUIDE

If the Licensee will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

DRAFT

Attachment: 26-1003382 - PDF (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

Article 5. **NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Licensee agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Article 6. **WORK TO BE PERFORMED BY THE RAILROAD.**

A. The work to be performed by the Railroad, at the Licensee's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated June 17, 2025, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Fifty Thousand Dollars ($50,000.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Licensee in the event the Licensee does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Licensee acknowledges that the Estimate may not include any estimate of flagging or other protective service costs that are to be paid by the Licensee or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Licensee or the Contractor as determined by the Railroad and the Licensee. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Licensee agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Licensee during the Project and final billing to the Licensee within one hundred eighty (180) days after receiving written notice from the Licensee that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Licensee.

E. The Railroad may make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging and other protective services and devices, which in the Railroad's judgment may be or become necessary or expedient within the Railroad's right-of-way because of the Project.

F. The Licensee agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

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Article 7. CONDITIONS TO BE MET BEFORE LICENSEE CAN COMMENCE WORK

Neither the Licensee nor the Contractor may commence any work within the Project Area or on any other Railroad property until:

(i) The Railroad and Licensee have executed this Agreement.

(ii) The Railroad has provided to the Licensee Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Article 8. EFFECTIVE DATE; TERM.

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force for three (3) years.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Licensee in the event the Licensee does not commence construction on the portion of the Project or use the Project area located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Licensee shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

Name: _____

Title: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Name: Rick Denison

Title: President, Board of Directors

APPROVED AS TO FORM:

Name: Julianna K. Tillquist

Title: SBCTA General Counsel

DRAFT

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EXHIBIT A

Survey Print

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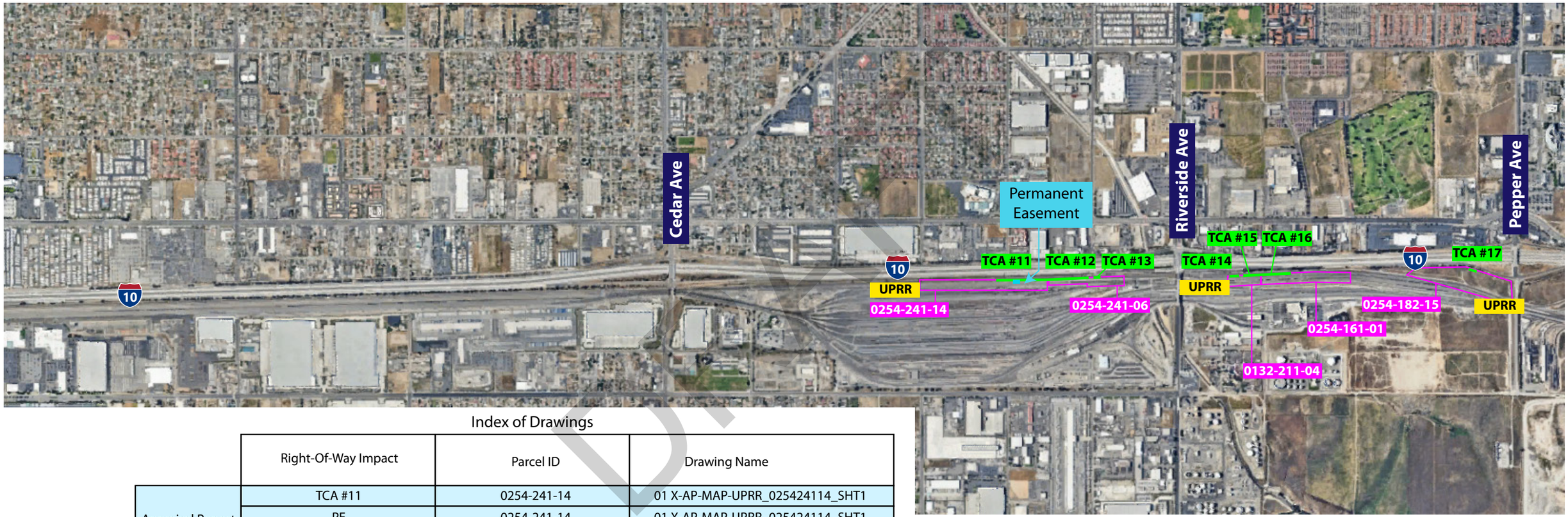
I-10 Corridor and Freight Express Lane Project - Contract 2 PS&E
Segment 2B Right-Of-Way Appraisal Exhibits - UPRR Review
UPRR Project No. 786242



Locations are approximate.

Index of Drawings

	Right-Of-Way Impact	Parcel ID	Drawing Name
Appraisal Report Parcel 6	TCA #11	0254-241-14	01 X-AP-MAP-UPRR_025424114_SHT1
	PE	0254-241-14	01 X-AP-MAP-UPRR_025424114_SHT1
	TCA #12	0254-241-06	02 X-AP-MAP-UPRR_025424106_SHT1
	TCA #13	0254-241-06	02 X-AP-MAP-UPRR_025424106_SHT1
Appraisal Report Parcel 7	TCA #14	0132-211-04	03 X-AP-MAP-UPRR_013221104_SHT1
	TCA #15	0132-211-04	03 X-AP-MAP-UPRR_013221104_SHT1
	TCA #16	0254-161-01	04 X-AP-MAP-UPRR_025416101_SHT1
Appraisal Report Parcel 8	TCA #17	0254-182-15	05 X-AP-MAP-UPRR_025418215_SHT1

Legend:

- Temporary Construction Area (TCA)
- Permanent Easement
- Parcel Boundary

Prepared By: advanced civil technologies

Date Prepared: 02.03.2025

Attachment: 26-1003382 - PDF (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

EXHIBIT A-1

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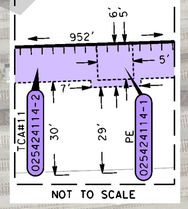
APPRAISAL REPORT - PARCEL 6

0254-091-22
LILAC AVENUE
0132-191-14
0132-191-15
0132-191-07
CITY OF RIALTO
SANTA MONICA FREEWAY (I-10)
2028+21.39PI
2023+61.37PI
N88°33'15"E 460.02'
N88°03'21"E 1143.38'
TCA#11
025424114-2
PE
025424114-1
UPRR PROPERTY LINE
952'
30'
5'
6'
29'
0254-241-06
0254-241-05
UPRR
0254-241-14
0254-241-12
SCATTERED BRUSH
ASPH
CONC



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NOTE: THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF DIGITAL IMAGES OF THIS MAP.

R/W PROJECT SURVEYOR: STEVEN M. PRICE

REVISIONS	BY	DATE
		- -
		- -
		- -
		- -
		- -

REVISIONS	BY	DATE
		- -
		- -
		- -
		- -
		- -

REVISIONS	BY	DATE
		- -
		- -
		- -
		- -
		- -

PARCEL#	TITLE CODE ②	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED ① [UF]	EXCESS ① [UF]	REMAINDER	REMARKS	RECORDATION TYPE ③	DATE	DOC.# ④
025424114-1	PE	UNION PACIFIC RAILROAD CO.	198540	25			PERMANENT EASEMENT TO CALTRANS		- -	
025424114-2	TCA	UNION PACIFIC RAILROAD CO.	198540	4742			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA		- -	

GRANTOR NOTES

① Areas shown exclude underlying fee in the adjoining public way. Ac=acres
[ ] Indicates Underlying Fee (UF) Area
( ) Indicates Indeterminate UF
② TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCA=Temp Construction Area
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)
③ TYPE:
GD=Grant deed
PE=Permanent easement deed
QC=Quitclaim
DD=Director's deed
DE=Director's easement deed
DQ=Director's quitclaim deed
FOC=Final Order of Condemnation
HE=Highway easement deed
REL=Relinquishment
VAC=Vacation
JUA=Joint use agreement
CCUA=Consent to common use agreement
④ Document or Instrument number

NOTES

Coordinates and bearings are on CCS 1983(2007.00), NAD83 Zone 5.
Distances and stationing are grid distances.
Divide by 0.99994643 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

Access Prohibited
Access Superseded
Existing R/W Superseded
Access Opening (Private)
(R) Indicates Radial Bearing
Indicates Found Monument as noted
Indicates calculated point. (Does not imply monument set)
Title to State
Required for Others

PSOMAS
5 HUTTON CENTRE DRIVE SUITE 300
SANTA ANA, CALIFORNIA 92707
TEL: 714-751-7373

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP EASEMENT TCA#11 & PE

1" = 50'
FEET 0 25 50 100 150

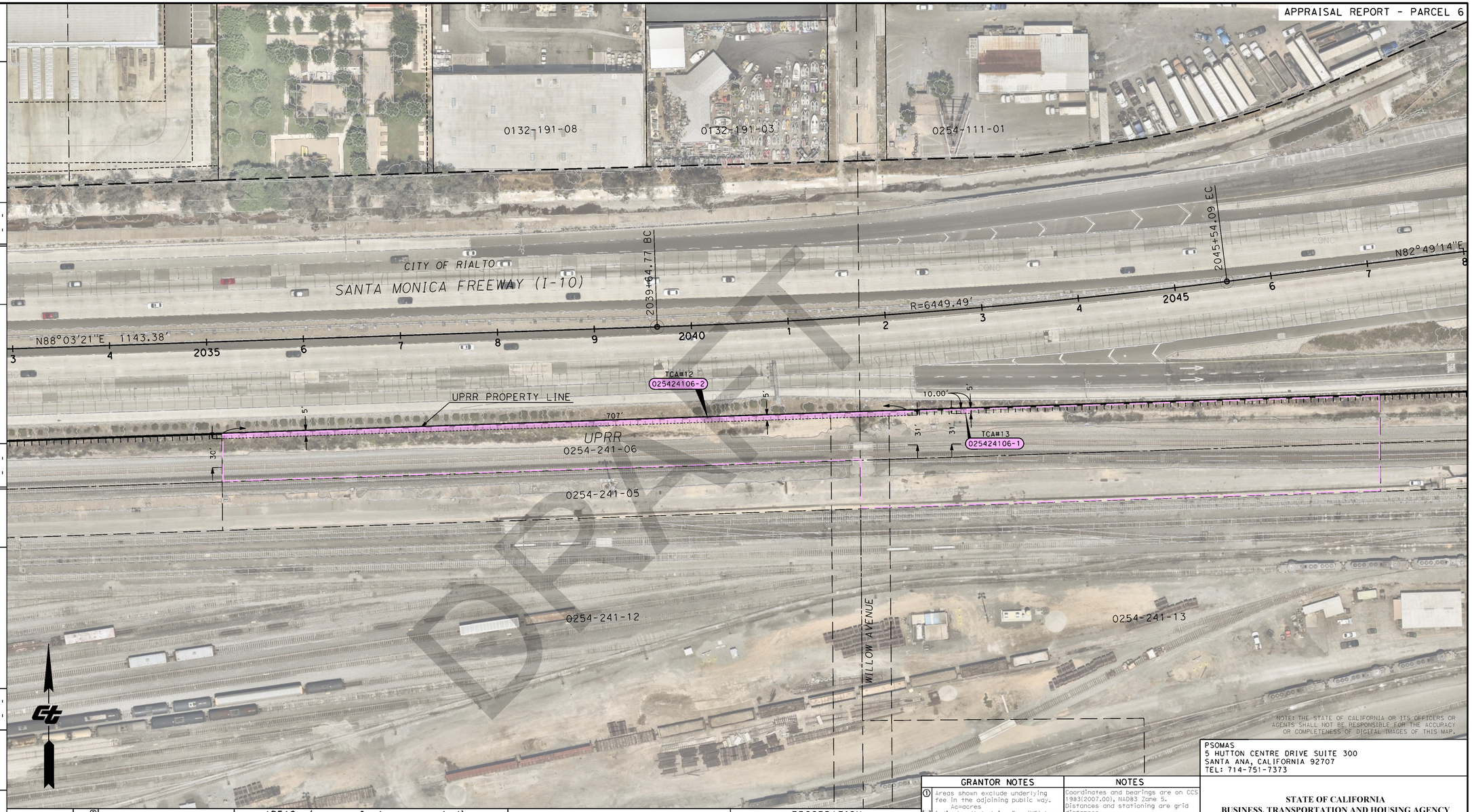
TO DESIGN: / / EA(S): 08-0C2531 FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	SBD	10	19.4/19.6	1	1

PROJECT ID 786242

Attachment: 26-1003382 - PDF (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

APPRAISAL REPORT - PARCEL 6



NOTE: THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF DIGITAL IMAGES OF THIS MAP.

PARCEL#	TITLE CODE (2)	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED (1) [UF]	EXCESS (1) [UF]	REMAINDER	REMARKS	RECORDATION TYPE (3)	DATE	DOC.# (4)
025424106-1	TCA	UNION PACIFIC RAILROAD CO.	86472	50			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA		- -	
025424106-2	TCA	UNION PACIFIC RAILROAD CO.	86472	3536			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA		- -	

GRANTOR NOTES

(1) Areas shown exclude underlying fee in the adjoining public way. Ac=acres
[ ] Indicates Underlying Fee (UF) Area
( ) Indicates Indeterminate UF
(2) TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCA=Temp Construction Area
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)
(3) TYPE:
GD=Grant deed
PE=Permanent easement deed
QC=Quitclaim
DD=Director's deed
DE=Director's easement deed
DX=Director's quitclaim deed
FOC=Final Order of Condemnation
HE=Highway easement deed
REL=Relinquishment
VAC=vacation
JUA=Joint use agreement
CCUA=Consent to common use agreement
(4) Document or Instrument number

NOTES

Coordinates and bearings are on CCS 1983(2007.00), NAD83 Zone 5. Distances and stationing are grid distances.
Divide by 0.99994643 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- (R) Indicates Radial Bearing
- Indicates Found Monument as noted
- Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others

PSOMAS
5 HUTTON CENTRE DRIVE SUITE 300
SANTA ANA, CALIFORNIA 92707
TEL: 714-751-7373

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP EASEMENT TCA#12 & TCA#13

1" = 50'

FEET 0 25 50 100 150

TO DESIGN: / / EA(s): 08-0C2531 FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	SBD	10	19.6/19.8	1	1

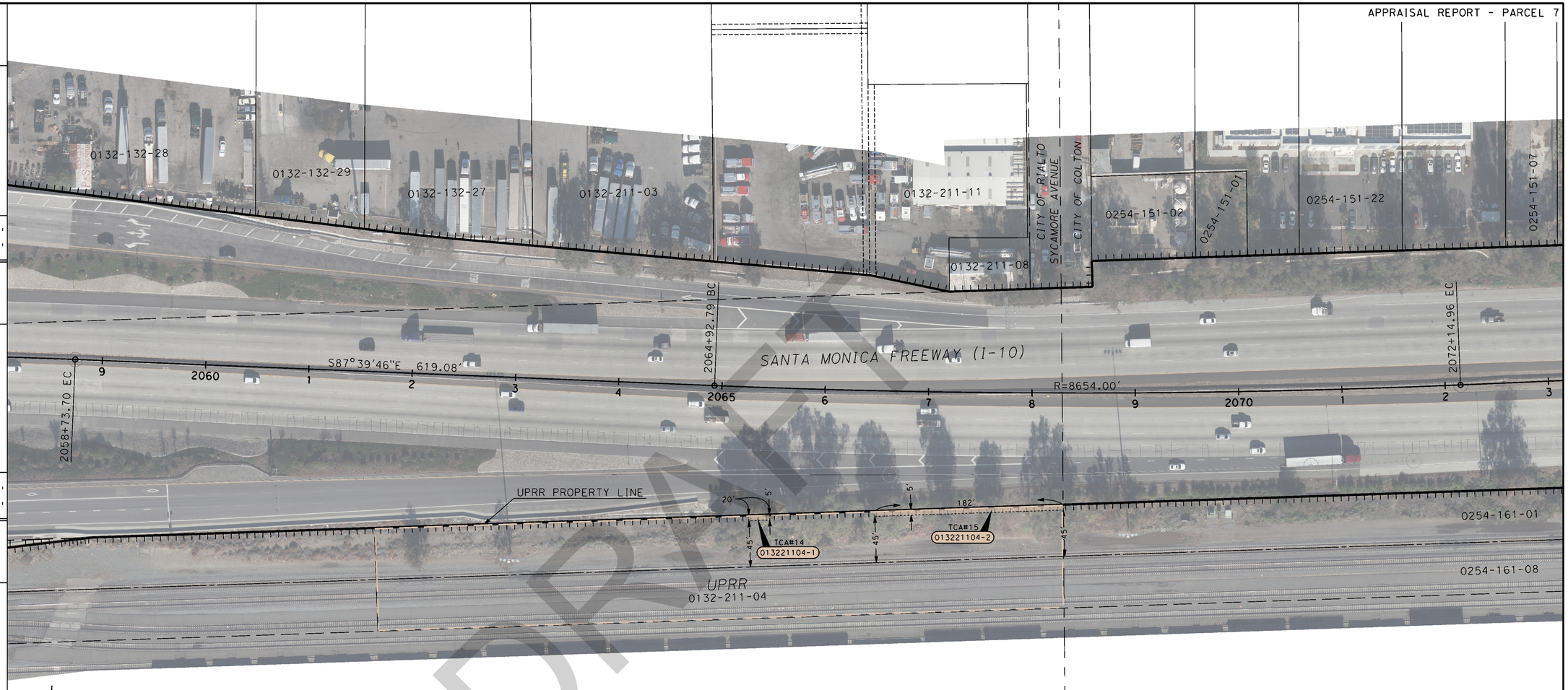
PROJECT ID 786242

R/W PROJECT SURVEYOR: STEVEN M. PRICE

DATE	REVISIONS	BY
- -		
- -		
- -		
- -		
- -		

Attachment: 26-1003382 - PDF (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

APPRAISAL REPORT - PARCEL 7



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NOTE: THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF DIGITAL IMAGES OF THIS MAP.

PARCEL#	TITLE CODE ②	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED ① [UF]	EXCESS ① [UF]	REMAINDER	REMARKS	RECORDATION TYPE ③	DATE	DOC.# ④
013221104-1	TCA	UNION PACIFIC RAILROAD CO.	66627	100			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA		- -	
013221104-2	TCA	UNION PACIFIC RAILROAD CO.	66627	911			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA		- -	

GRANTOR NOTES

① Areas shown exclude underlying fee in the adjoining public way. Ac=acres
[F,U,Y] Indicates Underlying Fee (UF) Area
[Y] Indicates Indeterminate UF
② TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCA=Temp Construction Area
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)
③ TYPE:
GD=Grant deed
PE=Permanent easement deed
QC=Quitclaim
DD=Director's deed
DE=Director's easement deed
DQ=Director's quitclaim deed
FOC=Final Order of Condemnation
HE=Highway easement deed
REL=Relinquishment
VAC=Vacation
JUA=Joint use agreement
CCUA=Consent to common use agreement
④ Document or Instrument number

NOTES

Coordinates and bearings are on CCS 1983(2007.00), NAD83 Zone 5. Distances and stationing are grid distances.
Divide by 0.99994643 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- (R) Indicates Radial Bearing
- ● Indicates Found Monument as noted
- ○ Indicates calculated point. (Does not imply monument set)
- Title to State Required for Others

PSOMAS
5 HUTTON CENTRE DRIVE SUITE 300
SANTA ANA, CALIFORNIA 92707
TEL: 714-751-7373

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP EASEMENT TCA#14 & TCA#15

1" = 50'
FEET 0 25 50 100 150

TO DESIGN: / / EA(S): 08-0C2531 FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	SBD	10	20.0/20.2	1	1

R/W PROJECT SURVEYOR: STEVEN M. PRICE
DATE - - REVISIONS - - BY - -

DATE - - REVISIONS - - BY - -

DATE - - REVISIONS - - BY - -

PROJECT ID 786242

Attachment: 26-1003382 - PDF (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

APPRAISAL REPORT - PARCEL 7

PARCEL#	TITLE CODE (2)	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED (1) [UF]	EXCESS (1) [UF]	REMAINDER	REMARKS	RECORDATION TYPE (3)	DATE	DOC.# (4)
025416101-1	TCA	UNION PACIFIC RAILROAD CO.	65497	2200			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA		- -	

GRANTOR NOTES

(1) Areas shown exclude underlying fee in the adjoining public way. Ac=acres
[ ] Indicates Underlying Fee (UF) Area
[Y] Indicates Indeterminate UF
(2) TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCA=Temp Construction Area
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)
(3) TYPE:
GD=Grant deed
PE=Permanent easement deed
QC=Quitclaim
DD=Director's deed
DE=Director's easement deed
DX=Director's quitclaim deed
FOC=Final Order of Condemnation
HE=Highway easement deed
REL=Relinquishment
VAC=Vacation
JUA=Joint use agreement
CCUA=Consent to common use agreement
(4) Document or Instrument number

NOTES

Coordinates and bearings are on CCS 1983(2007.00), NAD83 Zone 5.
Distances and stationing are grid distances.
Divide by 0.99994643 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- (R) Indicates Radial Bearing
- Indicates Found Monument as noted
- Indicates calculated point. (Does not imply monument set)
- Title to State Required for Others

NOTE: THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF DIGITAL IMAGES OF THIS MAP.

PSOMAS
5 HUTTON CENTRE DRIVE SUITE 300
SANTA ANA, CALIFORNIA 92707
TEL: 714-751-7373

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP EASEMENT TCA#16

1" = 50'

FEET 0 25 50 100 150

TO DESIGN: / / EA(s): 08-0C2531 FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	SBD	10	20.2/20.4	1	1

PROJECT ID 786242

R/W PROJECT SURVEYOR: STEVEN M. PRICE

DATE	REVISIONS	BY
- -		
- -		
- -		
- -		
- -		

DRAFT

Attachment: 26-1003382 - PDF (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

NOTE: THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF DIGITAL IMAGES OF THIS MAP.

APPRAISAL REPORT - PARCEL 8

PARCEL#	TITLE CODE ②	GRANTOR/GRANTEE	AREAS (square feet or as noted) TOTAL	REQUIRED ① [UF]	EXCESS ① [UF]	REMAINDER	REMARKS	RECORDATION TYPE ③	DATE	DOC.# ④
025418215-1	TCA	UNION PACIFIC RAILROAD CO.	514012	179			TEMPORARY CONSTRUCTION EASEMENT TO SBCTA		- -	

GRANTOR NOTES

① Areas shown exclude underlying fee in the adjoining public way. Ac=acres
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(Y) Indicates Indeterminate UF
② TITLE CODES:
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E=Easement (Ease)
TCA=Temp Construction Area
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)
③ TYPE:
GD=Grant deed
PE=Permanent easement deed
QC=Quitclaim
DD=Director's deed
DE=Director's easement deed
DK=Director's quitclaim deed
FOC=Final Order of Condemnation
HE=Highway easement deed
REL=Relinquishment
VAC=Vacation
JUA=Joint use agreement
CCUA=Consent to common use agreement
④ Document or Instrument number

NOTES

Coordinates and bearings are on CCS 1983(2007.00), NAD83 Zone 5. Distances and stationing are grid distances.
Divide by 0.99994643 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- (R) Indicates Radial Bearing
- ● Indicates Found Monument as noted
- ○ Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others

PSOMAS
5 HUTTON CENTRE DRIVE SUITE 300
SANTA ANA, CALIFORNIA 92707
TEL: 714-751-7373

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP EASEMENT TCA#17

1" = 50'
FEET 0 25 50 100 150

TO DESIGN: / / EA(s): 08-0C2531 FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	SBD	10	20.7/20.9	1	1

PROJECT ID 786242

R/W PROJECT SURVEYOR: STEVEN M. PRICE

DATE	REVISIONS	BY
- -		
- -		
- -		
- -		
- -		

Attachment: 26-1003382 - PDF (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

EXHIBIT B

DRAFT

Attachment: 26-1003382 - PDF (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

PRX 880805 A
Form Approved, AVP-Law

EXHIBIT B

SECTION 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The rights granted to the Licensee are subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire railroad right of way, and are also subject to the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other wire lines, pipelines and other facilities upon, along or across any or all parts of said right of way, any of which may be freely done at any time by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The Licensee's rights are also subject to all outstanding superior rights (including those in favor of licensees, lessees of said right of way, and others) and the right of the Licensor to renew and extend the same, and are granted without covenant of title or quiet enjoyment.

(c) It is expressly stipulated that the Temporary Encroachment Area is to be a strictly private one and is not intended for public use. The Licensee, without expense to the Licensor, will take any and all necessary action to preserve the private character of the Temporary Encroachment Area and prevent its use as a public road.

SECTION 2. MAINTENANCE AND USE.

(a) The Licensee, at its own expense, shall maintain the Temporary Encroachment Area and shall keep the rail flangeways clear of obstructions.

(b) The Licensee shall, at its sole expense, maintain, repair, renew and replace any gates, cattle guards, drainage facilities, traffic signs or devices, identification signs approved by the Licensor or other appurtenances shown on Exhibit "A" and "A-1". The Licensee shall, at its own expense, install and thereafter maintain any such appurtenances that may subsequently be required by the Licensor, by law, or by any public authority having jurisdiction. The Licensee shall control vegetation along the right of way on each side of the crossing so that the Licensee's line of sight to approaching trains is not impaired or obstructed by vegetation. All work performed by the Licensee on the right of way shall be done to the satisfaction of the Licensor.

(c) The Licensee shall keep any gate affording access to the Temporary Encroachment Area closed and locked at all times except during the time of actual passage through it onto or from the Temporary Encroachment Area. The Licensee shall not do, suffer or permit anything which will or may obstruct, endanger or interfere with, hinder or delay the maintenance and operation of the Licensor's railroad tracks or appurtenant facilities or the facilities or equipment of others lawfully using the Licensor's property.

SECTION 3. MODIFICATION OR RELOCATION OF TEMPORARY ENCROACHMENT AREA.

Whenever the Licensor deems it necessary or desirable in the furtherance of its railroad operating requirements or for the improvement and use of its property to modify or relocate the Temporary Encroachment Area:

DRAFT

Attachment: 26-1003382 - PDF (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

(1) the Licensor shall, at the sole expense of the Licensee, modify or move the Temporary Encroachment Area, and the appurtenances thereto.

All the terms of this agreement shall govern the continued maintenance and use of the Temporary Encroachment Area as modified or relocated pursuant to this section.

SECTION 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Licensor's premises.

(b) In addition to the liability terms elsewhere in this Agreement, the Licensee shall indemnify and hold the Licensor harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Licensee, its contractor, agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by the Licensee, and/or its contractor, agents and/or employees, on Licensor's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

SECTION 5. INDEMNITY.

The Licensee assumes the risk of and shall indemnify and hold harmless the Licensor and other railroad companies which use the property of the Licensor, their officers, agents and employees, against and from any and all loss, damages, claims, demands, actions, causes of action, costs, attorneys' fees, fines, penalties and expenses of whatsoever nature (hereinafter "Loss") which may result from: (1) injury to or death of persons whomsoever, (including officers, agents and employees of the Licensor and of the Licensee, as well as other persons); (2) loss of or damage to property whatsoever (including damage to property of or in the custody of the Licensee and damage to the roadbed, tracks, equipment or other property of or in the custody of the Licensor and such other railroad companies, as well as other property); or (3) the Licensee's failure to comply with any federal, state or local law, regulation, or enactment; when such Loss is due to or arises in connection with or as a result of:

(a) the construction of the Temporary Encroachment Area;

(b) any work done by the Licensee on or in connection with the Temporary Encroachment Area;

(c) the use of said Temporary Encroachment Area by the Licensee, or the officers, agents, employees, patrons or invitees of the Licensee, or by any other person;

(d) the use of said Temporary Encroachment Area by the Licensee's successors or assigns or the officers, agents, employees, patrons or invitees of the Licensee's successors or

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assigns until the Licensee either complies with the provisions of Section 8 or terminates the agreement as provided in Section 6; or

(e) the breach of any covenant or obligation assumed by or imposed on the Licensee pursuant to this agreement, or the failure of the Licensee to promptly and fully do any act or work for which the Licensee is responsible pursuant to this agreement; regardless of whether such Loss is caused solely or contributed to in part by the negligence of the Licensor, its officers, agents or employees.

SECTION 6. TERMINATION ON BREACH OR ON NOTICE.

(a) It is agreed that the breach of any covenant, stipulation or condition herein contained to be kept and performed by the Licensee shall, at the option of the Licensor, forthwith work a termination of this agreement and all rights of the Licensee hereunder. A waiver by the Licensor of a breach by the Licensee of any covenant or condition of this agreement shall not impair the right of the Licensor to avail itself of any subsequent breach thereof.

(b) This agreement may be terminated by either party on thirty (30) days' written notice to the other party.

SECTION 7. REMOVAL OF TEMPORARY ENCROACHMENT AREA.

(a) Upon termination of this agreement howsoever, the Licensor shall, at the sole expense of the Licensee, remove said Temporary Encroachment Area and restore the premises of the Licensor to a condition comparable to that existing immediately prior to the construction of said Temporary Encroachment Area.

(b) In the event of the removal of the Temporary Encroachment Area as in this section provided, the Licensor shall not be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall not prejudice or impair any right of action for damage, or otherwise, which the Licensor may have against the Licensee.

SECTION 8. ASSIGNMENT.

The Licensee shall not assign this agreement, or any interest therein to any purchaser, lessee or other holder of the property served by the crossing or to any other person, without the written consent of the Licensor. If the Licensee fails to secure the Licensor's consent to any assignment, the Licensee will continue to be responsible for obligations and liabilities assumed herein.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 8 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

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PRX 880805 A
Form Approved, AVP-Law

EXHIBIT C

Estimate

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EXHIBIT C

ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:
4/17/2025

LOCATION:	**SUBDIVISION**	**STATE:**
San Bernardino County		
DOT: N/A	**Alhambra**	**CA**

DESCRIPTION	**LABOR**	**MATERIAL**	**UP %0**	**Agency % 100**	**TOTAL**
ENGINEERING					
Project Management	$ 25,000	$ -	$ -	$ 25,000.00	**$ 25,000**
Construction Management	$ 25,000	$ -	$ -	$ 25,000.00	**$ 25,000**
TOTAL PROJECT:	**$ 50,000**	**$ -**	**$ -**	**$ 50,000.00**	**$50,000**

TOTAL ESTIMATED COST: **$50,000**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

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EXHIBIT D

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the_____day of_____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a_____corporation ("Contractor").

RECITALS:

Contractor has been hired by_____to perform work relating to_____(the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____on Railroad's_____[Subdivision or Branch] [at or near DOT No. _____located at or near_____, in_____County, State of_____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated_____between Railroad and_____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

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ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: _____ PM: _____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B.** The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until__, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

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E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
[Insert mailing address]
Attn:
Project No. 0786242

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad no fee as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

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IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

_____
(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

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EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

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EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

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paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

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Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cabl systems is of extreme importance since any break could disrupt service to users resulting in business interruptio and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the require form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locato and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence an Work until all such protection or relocation (if applicable) has been accomplished.

B. **IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOI SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OI DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) AN INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF AN TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, OI RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAI FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS O SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USINC RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE OI RAILROAD'S PROPERTY.**

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessar permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting th Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in th prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible fc initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contracto shall, at a minimum, comply with Railroad's then current safety standards located at the below web addres ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

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determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

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CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

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EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence

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and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

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K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

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Contract Summary Sheet

General Contract Information

Contract No: 26-1003418 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 00450 Vendor Name: California Department of Transportation (Caltrans)

Description: I-10 Contract 2B Construction Coop Agreement

Dollar Amount

Original Contract	$	230,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**230,000.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**230,000.00**

Contract Authorization

Board of Directors Date: 12/03/2025 Board Item # 12097

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Agreement N/A

Accounts Payable

Estimated Start Date: 12/03/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 230,000.00	Total Contingency: $ -
GL:	4110	40	0820	0821	52005	41100000		Measure I Fwy	230,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Parent Contract PM Description

Z-Related Contracts

Heng Chow
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: Per the cooperative agreement SBCTA will pay Caltrans $6.992M for oversight costs; however, these will be federal funds that Caltrans will access directly and will not flow through the SBCTA budget. The amount noted here is for State Furnished Materials.

Attachment: CSS_26-1003418 (12097 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

Minute Action

AGENDA ITEM: 10

Date: December 3, 2025

Subject:
Progress Briefing Report through September 2025

Recommendation:
Receive the Major Projects Status Report for the period through September 2025.

Background:
The Major Projects Status Report for the period through September 2025 is a high-level summary of relevant project information. This information is presented to provide schedules, costs, funding, and work descriptions for current active projects being managed by the Project Delivery Department. San Bernardino County Transportation Authority (SBCTA) staff would also like to highlight the following activities for this period:

1. State Route (SR) 210 Waterman Avenue Project:

This project involved the widening of the eastbound on-ramp from one to two lanes and converting one northbound and one southbound through lanes into left turn lanes. The California Department of Transportation (Caltrans) will be beginning construction on a separate project to improve the westbound off-ramp in January 2026. Both projects will enhance local traffic flow on Waterman Avenue and improve freeway access for the area.

In July 2022, the SBCTA Board of Directors (Board) awarded a design contract for final design, environmental studies, and design support for construction. The environmental document was approved, and an exception notice was granted in July 2023. Final Design was approved by Caltrans in April 2024. The project was advertised for construction in July 2024, began construction in November 2024, and is expected to be completed by the end of November 2025. A Public Outreach program is in place and will be maintained throughout the construction phases. This $10.165 million project is funded by a combination of Measure I funds and City of San Bernardino Developer Impact Fees.

2. US-395 Phase 2 Freight Mobility and Safety Project:

US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties, and an important agricultural route to and from the Central Valley. The first segment (US 395 Phase 1 Widening) between SR 18 and Chamberlaine Way was completed and opened for beneficial use in 2020. This “gap closure”, (US 395 Phase 2 Widening Project) between Interstate 15 (I-15) and SR 18 is the second of the three-phase project. Phase 3 between Chamberlaine Way and Desert Flower Road will be undertaken in the future as funding becomes available.

The Project will widen US 395 from two lanes to four lanes, with a continuous median between I-15 and SR 18 (Palmdale Road), a distance of approximately seven miles. It will be a collaborative effort by SBCTA and Caltrans to close a critical gap on the US 395 in the Victor Valley area. A design contract was awarded at the July 6, 2022 Board meeting. A Cooperative Agreement between SBCTA and Caltrans was executed on September 8, 2023, making SBCTA the lead agency for design and right-of-way (ROW) efforts with Caltrans providing oversight services at no cost to SBCTA. A ROW contract was awarded at the May 3, 2023 Board meeting.

A construction management services contract was awarded at the October 2, 2024 Board meeting.

Final design and ROW Certification was completed in May 5, 2025, and at the May 15-16, 2025 California Transportation Commission (CTC) meeting, the CTC allocated $30 million in Trade Corridor Enhancement Program (TCEP) funds. The project was advertised for construction in August 2025, with a construction contract anticipated to be awarded at the November 5, 2025 Board meeting. Construction is anticipated to begin in late January 2026 and is anticipated to take approximately two and one-half years to complete. A Public Outreach program is in place and will be maintained during the construction phases. This $102.283 million project is funded by a combination of Federal, State, and Measure I funds.

3. Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2:

The I-10 Corridor Freight and Express Lanes Project – Contract 2 will add auxiliary lanes to improve freight corridor movement and add a single express lane from I-15, in the City of Ontario, to Pepper Avenue, in the City of Colton. The Environmental Document for the project was approved in May 2017. The project was awarded $75 million in TCEP funds in 2023 by the CTC and $7 million in Congestion Mitigation and Air Quality/Surface Transportation Block Grant funds in June 2024 by Southern California Association of Governments. In order to expedite project delivery, the project was delivered in two segments: Segment 2A: from I-15 to Sierra Avenue and Segment 2B: from Sierra Avenue to Pepper Avenue.

Final Geometric Approval Drawings for both segments were approved by Caltrans on May 20, 2024. Final design and ROW certification for Contract 2A was completed in June 2025, and at the June 26-27, 2025 CTC meeting, the CTC allocated $87,731 million in TCEP funds. Contract 2A was advertised for construction in September 2025 with a bid opening date on November 18, 2025. Final design approval and ROW certification for Contract 2B is targeted in December 2025 and is anticipated to be advertised in spring 2026. A Public Outreach program has been developed and will be maintained during the construction phases. This $980 million project is funded by a combination of Federal, State, and Measure I funds.

Financial Impact:
This item is consistent with the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received at the Board of Directors Metro Valley Study Session on November 13, 2025.

Responsible Staff:
Khalid Bazmi, Construction Manager

Minute Action

AGENDA ITEM: 11

Date: December 3, 2025

Subject:
Climate Pollution Reduction Grant Program Update

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

Authorize SBCTA/SBCOG staff to submit the Comprehensive Climate Action Plan to the Environmental Protection Agency as the lead agency for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area.

Background:
Climate Pollution Reduction Grants (CPRG) Program Background Information

The CPRG Planning program provides grants to states, local governments, tribes, and territories to develop and implement plans for reducing greenhouse gas (GHG) emissions and other harmful air pollution. Section 60114 of the Inflation Reduction Act provides an investment of $5 billion to support efforts by states and municipalities to develop and implement local GHG reduction strategies. This two-staged grant program provides funding of $250 million for non-competitive planning grants and $4.6 billion for competitive implementation grants. Planning grant funds can be used to update existing climate, energy, or sustainability plans.

On July 5, 2023, the San Bernardino County Transportation Authority (SBCTA)/ San Bernardino Council of Governments (SBCOG) Board of Directors (Board) authorized the Executive Director to execute a Restricted Grant Agreement between SBCTA and the Environmental Protection Agency (EPA) for a not-to-exceed amount of $1 million for the development of a regional Comprehensive Climate Action Plan (CCAP) for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA). To expeditiously accommodate the new grant funding and begin work on the project with a very tight deadline for Phase I, SBCTA prepared a CPRG Work Plan and schedule with the EPA to outline how the $1 million could be expended. Since then, SBCTA staff presented to the Board the progress of the CPRG Planning program on a regular basis. The proposed program and projects are intended to provide support to all Riverside County and San Bernardino County member jurisdictions by offering a menu of options for the jurisdictions to use the previously-developed GHG Reduction Plans in each county and their inventory, reduction measures, and reporting tools to implement projects and programs that reduce GHG emissions and achieve the goals of the CPRG Planning program. The project was developed as part of the nationwide CPRG Planning program in partnership with the Western Riverside Council of Governments (WRCOG), Coachella Valley Association of Governments (CVAG), Mojave Desert Air Quality Management District, Southern California Association of Governments (SCAG), and South Coast Air Quality Management District. SBCTA/SBCOG successfully delivered on its first milestone of developing the Priority Climate Action Plan (PCAP) on March 1, 2024. The draft CCAP was submitted for internal review to the staff of SBCTA/SBCOG, WRCOG, and CVAG on July 22, 2025. A copy of the draft document was also sent to the EPA for the grant milestone requirements. Upon the close of the public comment period and review of the draft CCAP, staff is requesting the Board to authorize SBCTA staff to submit the completed CCAP document to EPA as the lead agency for the Riverside-San Bernardino-Ontario MSA.

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

Comprehensive Climate Action Plan

The CCAP was a collaborative effort led by SBCOG in partnership with WRCOG and CVAG to build on existing measures to establish a more cohesive, regional approach to reducing GHG emissions. The PCAP, published on March 1, 2024, laid the groundwork for the CCAP and offered an initial list of local and regional measures for reducing emissions. Because SBCOG and WRCOG have already undertaken comprehensive subregional climate planning efforts and set GHG reduction targets, the work for this CCAP focused primarily on developing a subregional GHG inventory and projections, as well as GHG reduction measures for CVAG, and extending consideration of the prior SBCOG and WRCOG plans from 2030 to 2045. Under WRCOG, every jurisdiction has engaged in climate action planning at the local or subregional scale. Under SBCOG, all member jurisdictions participated in its 2021 Regional GHG Reduction Plan, and some members have independently developed local Climate Action Plans (CAPs). Under CVAG, this CCAP will be the first subregional climate planning initiative, although all of its members have individually developed CAPs in the past.

The CCAP builds a roadmap for reducing GHG emissions across the Riverside-San Bernardino-Ontario MSA by establishing both near and long-term GHG emission reduction goals, strategies, and measures for all major sources of GHG.

The CCAP is organized into six chapters:

- Chapter 1: CPRG Overview
- Chapter 2: GHG Inventories, Projections, and Reduction Targets
- Chapter 3: GHG Reduction Measures
- Chapter 4: Co-Benefits Analysis
- Chapter 5: Workforce Planning Analysis
- Chapter 6: References; A. Appendices of CVAG Local Profiles; B. WRCOG Local GHG Reduction Measures; C. GHG Quantification Methods, Authority to Implement; D. Co-Benefits Analysis Methods; E. Workforce Development Programs; F. Engagement Summary.

The document includes a GHG inventory and emissions projections, reduction targets, emission reduction actions, co-benefits analysis, and workforce planning analysis of 54 jurisdictions in San Bernardino County and Riverside County that are affiliated with the three Councils of Governments (COGs). Sectors included in the MSA GHG inventory include building energy; on-road vehicles; off-road equipment; agriculture; solid waste management; wastewater treatment; water transport, distribution, and treatment; commuter rail; and aviation. The highest GHG emission sector within the MSA is on-road vehicles (36% to 51%), followed by building energy (24% to 45%), solid waste disposal (3% to 7%), mobile off-road equipment (0.1% to 4.5%), agriculture (0% to 34%), and water conveyance and wastewater treatment (0.8% to 1.4%). The baseline for business-as-usual projections shows a steady increase in GHG emissions across SBCTA/SBCOG, CVAG, WRCOG, and Unincorporated Riverside County from 2023 to 2045.

Through reduction actions identified within the CCAP, there could be an average reduction of 40% across the region by the year 2030 and an average of 85% across the region by the year 2045, meeting the state-aligned targets. The CCAP GHG reduction measures are organized into three sections: state, regional, and subregional/local measures. The state measures are primarily achieved through regulations, and the projections of the effects of the implemented programs are included in this CCAP. The regional measures included are the product of extensive coordination

and engagement between multiple stakeholders in San Bernardino County and Riverside County and city governments. The three regional measures are light-duty electric vehicle infrastructure, building decarbonization, and goods movement decarbonization. Local GHG emissions reduction measures were drafted through review of existing CAPs in the MSA, coordination with local jurisdictions, and development of new local measures in partnership with local jurisdictions. In addition, some actions were identified through stakeholder engagement and surveying, where individual cities did not have existing CAPs. Engagement activities included building on SBCOG's and WRCOG's regional climate action planning engagement efforts, as well as engagement efforts around other climate-related programs and projects to enhance community-based organization reach and input. Existing CAPs throughout the MSA were reviewed to identify community feedback from communities that could be integrated into the CCAP. Engagement activities during CCAP development included a public survey published in English and Spanish, participation in municipal meetings and agency committees throughout the region, events with city staff and elected officials, and one-on-one meetings with stakeholders. Much of the CCAP engagement was informed by the PCAP engagement, which included a Steering Committee, municipalities, and stakeholder agencies.

Identifying populations burdened by pollution and understanding their climate change vulnerabilities allows for targeted planning to ensure adopted measures are tailored to address specific challenges. Many of the measures identified in the CCAP provide additional social, economic, or environmental advantages to the target population while also reducing GHG emissions. The primary goal of the co-benefits assessment is to qualitatively identify the indirect co-benefits that the CCAP measures could provide in areas such as public health, economic development, resource allocation, and others. The GHG reduction measures within the CCAP will bring both direct and indirect benefits to communities within the MSA. The three regional measures in the CCAP are assessed individually, while the CCAP's extensive local measures are grouped into categories that represent an overarching strategy to facilitate the co-benefits assessment. By understanding these vulnerabilities, the CCAP aims to implement measures that not only reduce GHG emissions but also provide significant social, economic, and environmental benefits to the affected populations.

To implement the CCAP measures, key occupations were identified in the workforce planning analysis. The analysis includes employment and job concentration; supply, demand, and workforce gaps; and strategies and solutions to address gaps and workforce challenges, as well as certifications, training, and workforce development programs. Occupations identified were jobs related to building energy, on-road transportation, off-road transportation, solid waste, agriculture, water, and wastewater. A total of 46 occupations across the MSA are estimated to be affected by the CCAP. Approximately 30 occupations are estimated to have a surplus, 12 occupations are projected to have a shortage, and approximately 4 occupations are projected to be unchanged. Key sectors projected to be impacted by shortages include waste, energy, and on-road transportation sectors. Suggested solutions include bridging gaps across occupations with surplus or shortages and providing workforce training and apprenticeship opportunities across the region.

SBCTA/SBCOG CPRG Timeline and Next Steps

The timeline of SBCTA/SBCOG involvement thus far has been:

- On July 5, 2023, the Board authorized the Executive Director to approve grant terms and conditions between SBCTA and the EPA for receipt of an amount not-to-exceed $1 million. It was agreed that SBCTA would serve as the lead agency for the

development of the PCAP, collaborating with WRCOG, CVAG, the air districts, and SCAG. The California Air Resources Board was taking the lead at the state level.

- On July 20, 2023, the $1 million planning grant was awarded to SBCTA as lead for the Riverside-San Bernardino-Ontario MSA by the EPA.
- On September 20, 2023, the EPA issued a Notice of Funding Opportunity on CPRG Implementation grants.
- On October 6, 2023, a kickoff meeting was held with the consultant and participating stakeholder agencies, with frequent meetings between the staff of the three COGs since that time.
- On October 25, 2023, a kickoff meeting was held with the SBCTA/SBCOG jurisdictions at the October Planning and Development Technical Forum.
- On December 6, 2023, staff provided an update on the CPRG Planning and Implementation Grant programs. A discussion of the CPRG strategy with the SBCTA/SBCOG Board occurred, and the Board authorized SBCTA/SBCOG staff to take the lead on the CPRG Implementation Grant program application.
- On February 7, 2024, a staff presentation was made to the SBCTA/SBCOG Board on the CPRG PCAP planning document, and discussion of the CPRG strategy of Priority Reduction Measures for the grant application took place.
- On March 1, 2024, SBCTA/SBCOG submitted the PCAP to the EPA.
- In September 2024, the consultant team began GHG inventory and projections, target setting, and measure selection and quantification, with special focus given to CVAG cities.
- In February 2025, baseline GHG inventories were completed for SBCOG, WRCOG, and CVAG. Findings were presented as part of the monthly engagement with local jurisdictions.
- In March 2025, the “business as usual” and adjusted projections were completed for both counties. Findings were presented as part of the monthly engagement with local jurisdictions.
- In May 2025, the consultant team began work on the benefits and workforce planning analysis chapters.
- In June 2025, the consultant team finalized GHG reduction targets for CVAG cities; calculated the 2045 emission reduction requirements for each subregion; refined the co-benefits analysis, authority to implement, and funding analysis; and identified occupations for the workforce necessary to implement the CCAP measures.
- In July 2025, the consultant team provided the draft CCAP for SBCOG, WRCOG, and CVAG staff review. Staff has submitted the draft CCAP to the EPA.
- In August 2025, staff presented the completed CCAP to the General Policy Committee (GPC) for comments.
- In November 2025, staff is requesting GPC to recommend that the Board authorize staff to submit the final CCAP document to EPA.

- In December 2025, upon Board approval, SBCTA/SBCOG will submit the final CCAP document to the EPA on behalf of the MSA.

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

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 12, 2025.

Responsible Staff:
Josh Lee, Deputy Director of Planning

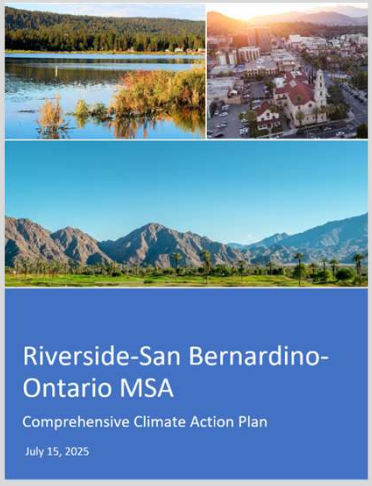
Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

Riverside-San Bernardino-Ontario Metropolitan Statistical Area Comprehensive Climate Action Plan

CTA
San Bernardino County Transportation Authority

COG
San Bernardino Council of Governments



- Roadmap for reducing GHG emissions across the MSA
- Includes the San Bernardino Council of Governments (SBCOG), the Western Riverside Council of Governments (WRCOG) and the Coachella Valley Association of Governments (CVAG).
- Builds on the Priority Climate Action Plan – published March 1, 2024

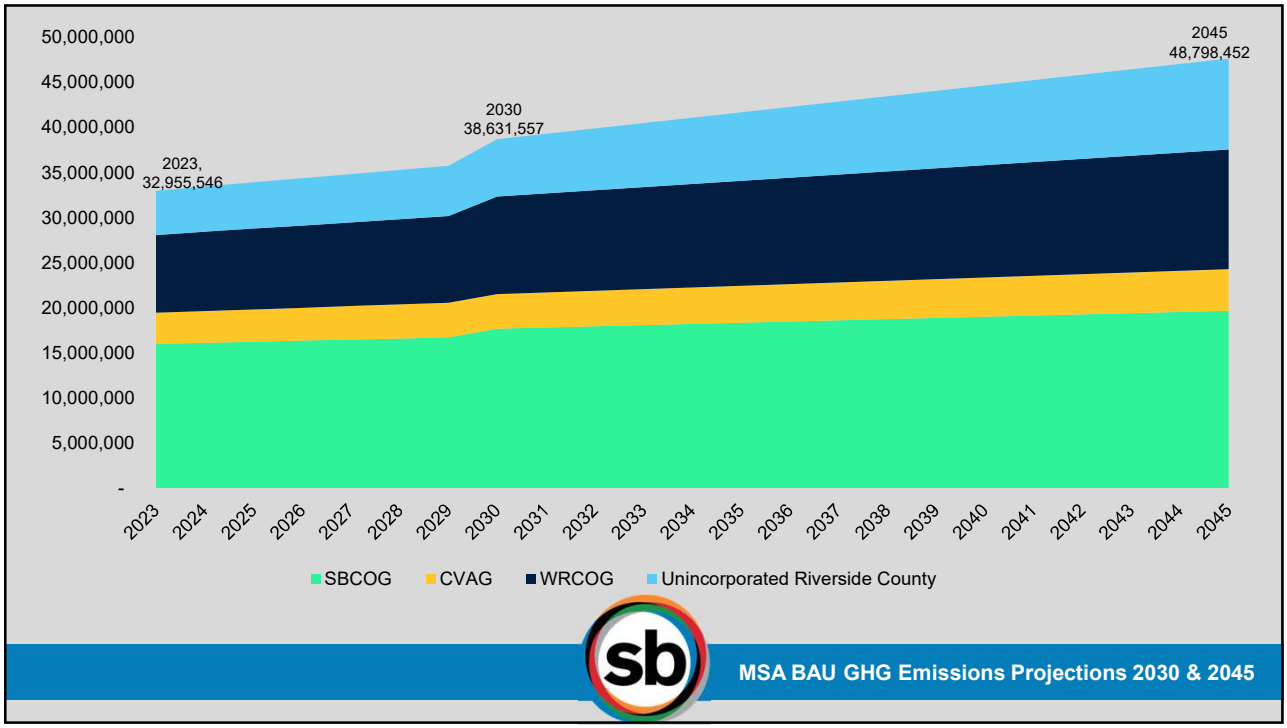
CCAP/CPRG Overview

Attachment: SBCTA October Meeting - CCAP print (12108 : Climate Pollution Reduction Grant Program Update)

GHG Emissions by Sector ($MTCO_2e$) for Entire Region (MSA)						
Sector	**CVAG (2023)**	**SBCOG (2016)**	**WRCOG (2017)**	**Unincorporated Riverside County (2017)**	**Region Total**	**% of Region total**
Building Energy	1,464,682	5,649,589	3,670,257	1,188,139	11,972,667	36.3%
On-Road Vehicles	1,550,113	8,223,640	3,862,079	1,766,784	15,402,616	46.7%
Off-Road Equipment	157,570	247,911	362,752	3,883	772,116	2.3%
Agriculture	1,405	559,685	85,846	1,670,954	2,317,890	7.0%
Solid Waste Management	250,020	1,074,629	493,433	204,365	2,022,447	6.1%
Wastewater Treatment	15,343	70,039	28,477	44,606	158,465	0.5%
Water Transport, Distribution, and Treatment	28,135	146,750	93,971	N/A	268,856	0.8%
Commuter Rail	N/A	N/A	13,704	N/A	13,704	0.04%
Aviation	N/A	N/A	N/A	26,786	26,786	0.08%
Total	3,467,267	15,972,243	8,610,519	4,878,731	32,955,546	100.0%

Note: Totals may not add up due to rounding.

MSA GHG Inventory (MTCO2e)



MSA BAU GHG Emissions Projections 2030 & 2045

Attachment: SBCTA October Meeting - CCAP print (12108 : Climate Pollution Reduction Grant Program Update)

Subregional GHG Reduction Targets		
Subregion	**2030 Target**	**2045 Target**
CVAG	Set independently by jurisdiction	82.6% below 2023 emissions
SBCOG	Set independently by jurisdiction	84% below 2016 emissions
WRCOG	~50% below 2010 emissions	~87% below 2010 emissions
Unincorporated Riverside County	49% below 2008 emissions	~86% below 2008 emissions

Subregional GHG Reduction Targets – 2030 and 2045

SBCOG Jurisdictions Baseline Level and 2030 Emissions Reduction Targets		
Jurisdiction	**Baseline level**	**Reduction % by 2030**
Adelanto	2020 BAU	40%
Apple Valley	2005	40%
Barstow	2020 BAU	40%
Big Bear Lake	2008	32%
Chino	2008	46%
Chino Hills	2008	35.1%
Colton	2008	46%
Fontana	2008	46%
Grand Terrace	2020 BAU	42%
Hesperia	2020 BAU	40%
Highland	2016	40%
Loma Linda	2008	25%
Montclair	2016	42%
Needles	2020 BAU	35.9%
Ontario	2016	40%
Rancho Cucamonga	2016	40%
Redlands	2008	35.1%
Rialto	2016	40%
San Bernardino	2016	40%
Twentynine Palms	2008	46%
Upland	2016	40%
Victorville	2008	40%
Yucaipa	2008	46%
Yucca Valley	2020 BAU	40%
Unincorporated San Bernardino County	2020 BAU	40%

SOURCE: San Bernardino County Greenhouse Gas Reduction Plan (2021)

SBCOG GHG Reduction Targets – 2030

Attachment: SBCTA October Meeting - CCAP print (12108 : Climate Pollution Reduction Grant Program Update)

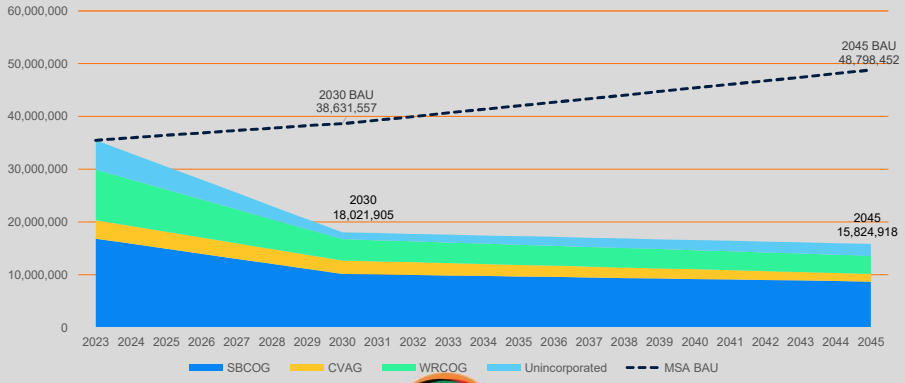
SBCOG Emissions Reduction Targets for 2045	
Data/Metric	Amount ($MTCO_2e$) [a]
2016 Baseline Emissions for all 25 cities	15,972,244
2016 Population [b]	2,134,967
2016 Employment [b]	791,252
2016 Service Population (SP)	2,926,219
2016 (Baseline) GHG SP ($MTCO_2e$/SP) [c]	5.5
2045 GHG SP Target ($MTCO_2e$/SP) – 84% reduction	**0.88**
2045 Service Population	3,873,737
2045 GHG Emissions Target (Total $MTCO_2e$)	**3,408,899**

NOTES:
a – Numbers represent the 25 SBCOG jurisdictions, including the unincorporated county.
b – Based on socioeconomic data from SBCOG, 2019.
c – GHG SP = emissions divided by service population (population + employment).

GHG Reduction Aspirational Targets

Measure Type	2030 GHG Reductions ($MTCO_2e$)	2045 GHG Reductions ($MTCO_2e$)
State	13,702,835	27,893,671
Regional [a]	164,277	115,691
Local	6,742,540	4,964,172 [b]
Total	**20,609,652**	**32,973,534**

Notes:
a – WRCOG is the only COG with regional measures.
b – WRCOG did not estimate the GHG reduction potential for local measures in 2045.



GHG Reduction Measures Impacts

Attachment: SBCTA October Meeting - CCAP print (12108 : Climate Pollution Reduction Grant Program Update)

Measure Title	Implementation Agencies	Authority to Implement	Potential Funding	Staff Effort	Cost-effectiveness Range ($ per $MTCO_2e$)	Implementation Milestones
Energy Efficiency	Individual jurisdiction governments	Authority to implement energy efficiency measures and upgrades rests with local planning or building departments, sustainability offices, and utility programs. Planning and building departments issue permits and ensures code compliance for appliance replacements and installations, local governments may also offer incentives or bulk purchasing program, and utilities could provide rebates and technical support for electrification upgrades.	**Federal:** • DOE • HHS • HUD • IRS **State:** • CEC • CPUC • HCD **Regional:** • SCE • SoCalGas • SoCalRen • IREN • SCAQMD	Medium	Net Benefit	Priority 2: • Draft in 2028 • Adopt in 2029

GHG Measures Implementation Considerations

Local Measures	Air Quality Co-benefits Category	Air Pollution	Other Pollution	Public Health	Resource Conservation	Economic Development	Community Awareness & Capacity Building	Parks and Urban Greening	Community Resilience
Building and Appliance Electrification	Building Electrification	X	X	X	X	X			X
Energy Efficiency and Resilience	Energy Efficiency	X	X	X	X		X		X
Green Building and Urban Design	Energy Efficiency	X	X	X	X		X	X	X
Shift to Renewable Energy	Renewable Energy	X	X	X	X	X	X		X
Reduce VMT through Land Use Changes	VMT Reduction	X	X	X			X	X	X
Clean Vehicles and Reduced Tailpipe Emissions	Vehicle Electrification	X	X	X		X			
Mode Shift	VMT Reduction	X	X	x		X	X		X
Expand and Improve Transit	VMT Reduction	X	X	X			X		
Materials Recycling and Waste Reduction	NA	X	X	X	X	X	X		X
Water Conservation	Energy Efficiency			X	X				X
Expand Community Resilience	NA			X			X		X
Promote Sustainable Business Practices	NA			X		X			X
Expand Carbon Sequestration	NA	X		X				X	X
Local Agriculture	NA	X		X	X				X

Co-benefits Analysis

Attachment: SBCTA October Meeting - CCAP print (12108 : Climate Pollution Reduction Grant Program Update)

46 total occupations across the MSA impacted by the CCAP

- 30 projected to have a surplus
- 4 projected to be in equilibrium
- 12 projected to have a shortage

Key Sectors Impacted by Shortages

- Waste
- Energy
- On Road Transportation

Solutions

- Bridge gaps across occupations in surplus/shortage
- Provide workforce training and apprenticeship opportunities

Workforce Planning Analysis

Questions

Attachment: SBCTA October Meeting - CCAP print (12108 : Climate Pollution Reduction Grant Program Update)

Minute Action

AGENDA ITEM: 12

Date: December 3, 2025

Subject:
Allocate Additional Funding for Arrow Station Cooperative Agreements with City of Redlands

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

Allocate $139,000 of Measure I (Rail) for reimbursements to the City of Redlands for maintenance and security of the Arrow stations, as required by station cooperative agreements between SBCTA and the City of Redlands.

Background:
On September 7, 2022, the Board of Directors (Board) allocated $625,000 of Measure I (Rail) for reimbursements to the Cities of Redlands and San Bernardino for maintenance and security of the Arrow stations, pursuant to San Bernardino County Transportation Authority's (SBCTA) practice of covering the costs of the first two years of operations at new rail stations and as memorialized in the station cooperative agreements. The Board concurrently authorized the Executive Director to issue a Purchase Order for scope defined under Contract No. 20-1002397 with CityCom Real Estate Services, Inc. in an amount not-to-exceed $400,000, for operational expenses at the new stations constructed as part of the Redlands Passenger Rail Project.

The Downtown Redlands Station Cooperative Agreement No. 21-1002655, provides that SBCTA will reimburse the City of Redlands for the first two years of costs at the station and does not contain a not-to-exceed threshold. The City of Redlands submitted an aggregate invoice for the first two years of costs at the Downtown Redlands and University Stations, which totaled approximately $845,000. On May 7, 2025, the Board took similar funding action, allocating an additional $81,000 of Measure I (Rail) towards the prior allocations, concurrently with the approval of Amendment No. 1 to Agreement No. 20-1002255 for the first two years of costs at University Station. The additional allocation of $139,000 of Measure I (Rail) is necessary to cover the aggregate costs of the City of Redlands' reimbursements under station cooperative agreements with the City of Redlands for the Redlands Passenger Rail Project. This final allocation, together with prior allocations, will bring the total allocation to $845,000. The City of Redlands invoiced SBCTA for $844,044.92, which the City has attributed half to each, University and Downtown Redlands Stations.

No reimbursement to the City of San Bernardino is necessary because SBCTA directly took on the first two years of costs at the Tippecanoe Station, providing services through the CityCom Purchase Order.

Financial Impact:
Cooperative Agreement No. 21-1002655 was not included in the adopted Budget for Fiscal Year 2025/2026. A budget amendment is not required as there is sufficient existing fiscal year budget funded with Measure I (Rail) funds in Program 30, Transit, to accommodate the allocation request as described in the recommendation.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on November 13, 2025.

Entity: San Bernardino County Transportation Authority

Responsible Staff:
Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 13

Date: December 3, 2025

Subject:
West Valley Connector Phase I – Amendment No. 2 to Contract No. 17-1001638 with Omnitrans

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

Approve Amendment No. 2 to Contract No. 17-1001638 with Omnitrans, memorializing the roles and responsibilities of each agency for the implementation of the West Valley Connector Project, increasing Omnitrans' contribution to reimburse SBCTA for the cost of the project to a not-to-exceed amount of $139,500,090, and increasing SBCTA's contribution to reimburse Omnitrans for the cost of the project to a not-to-exceed amount of $42,010,237.

Background:
The West Valley Connector (WVC) Phase 1 Project is a Bus Rapid Transit (BRT) line located in the Cities of Pomona, Montclair, Ontario, and Rancho Cucamonga, and consists of a hybrid of alignments identified in the 2010 Omnitrans sbX System Corridors plan. The BRT route will connect the Pomona Metrolink Station on the Riverside Line to the Ontario International Airport via Holt Boulevard and the Rancho Cucamonga Metrolink Station on the San Bernardino Line via Milliken Avenue, terminating at Victoria Gardens on Day Creek Boulevard south of Main Street. The San Bernardino County Transportation Authority (SBCTA) is constructing the WVC, which will then be operated by Omnitrans, as approved by both the SBCTA and Omnitrans Board of Directors in January 2017.

In 2017, SBCTA and Omnitrans entered into a Cooperative Agreement in Contract No. 17-1001638, identifying the roles and responsibilities of each agency for the execution of Phase 1 of the WVC project. The Cooperative Agreement was amended in November 2021 to reflect an updated funding plan.

Included in the Cooperative Agreement was a funding plan for the environmental, design, vehicle procurement, and construction of WVC Phase 1. Fund sources identified for the project included Solutions for Congested Corridors Program (SCCP) funds, City of Ontario in-kind contributions, Transit and Intercity Rail Capital Program (TIRCP) funds, Measure I Valley Express Bus/BRT Program funds, revenue from the sale of the Omnitrans Mid-Valley Property, Federal Congestion Mitigation and Air Quality (CMAQ) funds, State Transit Assistance funds, Local Transportation Funds, Federal Transit Assistance Section 5309 Small Starts Capital Improvement Grant (FTA 5309 CIG) funds, Federal Transit Assistance Section 5309 America Repair Program funds (FTA 5309 ARP) funds, and Federal Transit Assistance Section 5307 Congestion Mitigation and Air Quality (FTA 5307 CMAQ) funds.

Since the approval of the Cooperative Agreement Amendment No. 1, SBCTA and Omnitrans were successful in securing additional State funding, including an additional $18,778,000 in TIRCP funds for zero-emission bus procurement, and $8,165,471 in Affordable Housing & Sustainable Communities (AHSC) program funds to support construction efforts within the City of Pomona. SBCTA is the direct recipient of State SCCP, TIRCP, and AHSC funding, and Omnitrans is the direct recipient of FTA 5309 ARP, FTA 5309 CIG, and FTA 5307 CMAQ funds.

Since Amendment No. 1 was executed, there have been changes to the overall project cost and to the SBCTA and Omnitrans' share of the project. The latest project estimate is $353,934,817, with SBCTA cost at $295,477,651, Omnitrans' share at $45,841,847, and $12,615,319 of in-kind

contributions from the City of Ontario, as further detailed in Attachment B.2. Omnitrans incurred $3,831,610 in project cost prior to SBCTA assuming delivery of the WVC project. Due to how the grants are disbursed, SBCTA will reimburse Omnitrans for $30,735,237, and when combined with $11,275,000 in FTA 5307 CMAQ funds that Omnitrans receives directly from FTA, brings the total funding for Omnitrans' share of the project to $42,010,237. Since Omnitrans is the direct recipient of federal funds, Omnitrans will reimburse SBCTA $139,500,090 in funds allocated to the project, which includes the FTA 5309 ARP and FTA 5309 CIG grant funds, as well as other funding sources allocated to the project as detailed in the funding summary sheet included as Attachment B.2 of the amendment.

Financial Impact:
The West Valley Connector Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Local Transportation Funds (LTF 1040), State Transportation Assistance (STA 1050), Federal Transit Administration – 5307 (FTA 2120), Federal Transportation Assistance Congestion and Mitigation Air Quality - 5307 (FTA CMAQ 2122), Federal Transit Administration – 5309 (FTA 2130), Transit and Intercity Rail Capital Program (TIRCP 2565), Affordable Housing Sustainability Communities Program (AHSC 2645), Solutions for Congested Corridors (SCCP 2705), Measure I BRT/Express (4160), and Local Project Funds (6010) in Program 30, Transit.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on November 13, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Joy Buenaflor, Deputy Director of Transit & Rail Programs

Contract Summary Sheet

General Contract Information

Contract No: 17-1001638 Amendment No.: 2

Contract Class: Receivable Department: Transit

Customer ID: 01568 Customer Name: Omnitrans

Description: Cooperative Agreement with Omnitrans for the West Valley Connector Project

List Any Accounts Payable Related Contract Nos.: MOU 15-1001289. Payable 18-1001788

Dollar Amount					
Original Contract	$	29,263,743.00	Original Contingency	$	-
Prior Amendments	$	110,080,374.00	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	155,973.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**139,500,090.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**139,500,090.00**

Contract Authorization

Board of Directors Date: 12/03/2025 Board Item # 12105

Contract Management (Internal Purposes Only)

Federal/Local Professional Services (Non-A&E) N/A

Accounts Receivable

Total Contract Funding: $ 139,500,090.00 Funding Agreement No: 17-1001638

Beginning POP Date: 10/04/2017 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039

Expiration Date: 12/31/2039 Fund Admin: Yes

Parent Contract 17-1001638 PM Description Omnitrans Cooperative and Funding Agreement

Z-Related Contracts 23-1002974, 24-1003031, 23-1002984

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	2130	30	0315	0334	42107026	$ 86,750,000.00
GL:	2130	30	0315	0334	42107027	$ 26,088,771.00
GL:	2122	30	0315	0334	42107028	
GL:	6010	30	0315	0334	42909015	$ 5,221,788.00
GL:	6010	30	0315	0334	42909014	$ 20,032,592.00
GL:	6010	30	0315	0334	42909016	$ -
GL:	6010	30	0315	0334	42107007	$ 659,692.00
GL:	6010	30	0315	0334	42909007	$ 747,247.00
GL:						-

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

Joy Buenaflor
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes:

Attachment: 17-1001638 CSS-Receivable (12105 : West Valley Connector-Phase I – Second Amendment to Cooperative Agreement with

Contract Summary Sheet

General Contract Information

Contract No: 18-1001788 Amendment No.: 2

Contract Class: Payable Department: Transit

Vendor No.: 01568 Vendor Name: Omnitrans

Description: Cooperative Agreement with Omnitrans for the West Valley Connector Project

List Any Related Contract Nos.: MOU 15-1001289. Receivable 17-1001638.

Dollar Amount

Original Contract	$	1,125,544.00	Original Contingency	$	-
Prior Amendments	$	33,925,842.00	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	6,958,851.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**42,010,237.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**42,010,237.00**

Contract Authorization

Board of Directors Date: 12/03/2025 Board Item # 12105

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? N/A No Budget Adjustment

Federal/State/Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 10/04/2017 Expiration Date: 12/31/2039 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 42,010,237.00	Total Contingency: $ -
GL:	4160	30	0315	0334	52001	41100000		MSI Valley BRT	15,735,237.00	-
GL:	2565	30	0315	0334	52001	42206507		TIRCP	15,000,000.00	-
GL:	2122	30	0315	0334	52001	42107028		FTA CMAQ	11,275,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Joy Buenaflor
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes: Total Omnitrans funding is $42,010,237, which includes $11,275,000 in CMAQ funds that Omnitrans receives directly from FTA, $15,000,000 in TIRCP funds from SBCTA, and $15,735,237 in MSI funds from SBCTA. When combined with Omnitrans' prior expenditures ($3,058,938 in FTA 5307 and $772,672 STA/LFT), the total Omnitrans cost is $45,841,847.

Attachment: 18-1001788 CSS-Payable (12105 : West Valley Connector-Phase I – Second Amendment to Cooperative Agreement with

Attachment: 17-1001638 Amendment 2 _Omnitrans SBCTA WVC (12105 : West Valley Connector-Phase I – Second Amendment to Cooperative

AMENDMENT NO. 2 TO
CONTRACT NUMBER 17-1001638
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and
OMNITRANS
FOR
ENVIRONMENTAL CLEARANCE, DESIGN, RIGHT-OF-WAY (ROW), CONSTRUCTION, AND PROJECT CLOSEOUT PHASES FOR PHASE 1 OF THE WEST VALLEY CONNECTOR PROJECT

I. PARTIES AND TERM

A. THIS AMENDMENT NO. 2 to the Cooperative Agreement, between the San Bernardino County Transportation Authority ("SBCTA") and Omnitrans ("Omnitrans"), originally dated December 14, 2017, and identified as Contract Number 17-1001638, as first amended by that certain Amendment No. 1 dated January 10, 2021 (the original cooperative agreement and first amendment shall be collectively referred to herein as "Agreement"), is made and entered into on _____, 2025, by SBCTA and Omnitrans.

II. PROJECT COSTS AND FUNDING

The following sections of the Agreement have been changed, as part of this Amendment 2:

A. Section VII.A.2 of the Agreement is hereby deleted and replaced with the following

2. Each Party shall be responsible for their respective PROJECT costs as described in Attachment B.2 and may adjust those costs between line items with approval by SBCTA's representative; provided, however, that SBCTA's total responsibility shall not exceed $295,477,651, Omnitrans' total responsibility shall not exceed $45,841,847 for PROJECT cost, and the total PROJECT costs shall not exceed $353,934,817.

B. Section VII.B of the Agreement is hereby deleted and replaced with the following:

1. The anticipated PROJECT funding shall be those amounts and sources as described in Attachment B.2.

2. Omnitrans, as designated applicant/recipient of FTA funds, hereby agrees to facilitate a pass-through of FTA funds, upon grant award, to SBCTA as a Subrecipient in the amounts as described in Attachment B.2. Pursuant to the Parties' Memorandum of Agreement No. 15-1001289, as amended, SBCTA, on behalf of itself and its contractors, hereby assumes responsibility for compliance with all applicable grant agreements and Federal requirements, including without limitation the current FTA Master Agreement. Omnitrans retains responsibility for monitoring SBCTA's compliance as a Subrecipient. Omnitrans shall comply with all applicable grant agreements and Federal requirements, including without limitation the current FTA Master Agreement, for those portions of the PROJECT that Omnitrans is managing, as further set forth in this Agreement.

3. SBCTA shall be responsible for managing and tracking the PROJECT budget and payment of PROJECT costs in accordance with applicable Federal requirements. Omnitrans shall

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be responsible for managing and tracking the PROJECT budget and payment of PROJECT costs in accordance with applicable Federal requirements for those portions of the PROJECT that Omnitrans is managing, as further set forth in this Agreement. Omnitrans and SBCTA will retain and provide to each other all required documentation and reports necessary to comply with Federal requirements and requests for information.

C. Section VII.C.1 of the Agreement is hereby deleted and replaced with the following:

1. Omnitrans shall be entitled to reimbursement of allowable PROJECT costs incurred by Omnitrans in accordance with Attachment B.2. Allowable PROJECT costs include the following: Project management; construction of the improvements to the West Valley Maintenance Facility; purchase costs of the Battery Electric Buses; eligible costs for environmental and design; and eligible costs for start-up and testing.

III. EXHIBITS OR ATTACHMENTS

The following attachments, which were incorporated into the Agreement by the first amendment, are hereby modified as follows:

A. **Attachment B.1 – Project Capital Costs and Funding Shares**. Attachment B.1 is hereby replaced with Attachment B.2. All references in the Agreement to either Attachment B or Attachment B.1 are hereby replaced with Attachment B.2.

B. **Attachment C.1 – Project Milestone and Anticipated Schedule**. Attachment C.1 is hereby replaced with Attachment C.2. All references in the Agreement to either Attachment C or Attachment C.1 are hereby replaced with Attachment C.2.

All other attachments of the Agreement remain unchanged and unaffected by this Amendment No. 2.

IV. MISCELLANEOUS

A. Other than as expressly provided in this Amendment No. 2, all terms and conditions of the Agreement remain in full force and effect.

------SIGNATURES ON FOLLOWING PAGE------

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Attachment: 17-1001638 Amendment 2 _Omnitrans SBCTA WVC (12105 : West Valley Connector-Phase I – Second Amendment to Cooperative

SIGNATURE PAGE TO
AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT NO. 17-1001638
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and OMNITRANS

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
Board President
Date: _____

APPROVED AS TO FORM:

By: _____
Iain MacMillan
Assistant General Counsel
Date: _____

OMNITRANS

By: _____
Erin Rogers
CEO/General Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Steven DeBaun
Omnitrans General Counsel
Date: _____

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Attachment: 17-1001638 Amendment 2 _Omnitrans SBCTA WVC (12105 : West Valley Connector-Phase I – Second Amendment to Cooperative

Attachment: 17-1001638 Amendment 2 _Omnitrans SBCTA WVC (12105 : West Valley Connector-Phase I – Second Amendment to Cooperative

ATTACHMENT B.2
PROJECT CAPITAL COSTS AND FUNDING

Project Costs

Description	Total Amount	SBCTA Cost	Omnitrans Cost	In-kind Contributions
Construction Capital - Mainline	$144,571,221	$131,955,902	$0	$12,615,319
Construction Capital – Maintenance Facility	$14,650,000	$0	$14,650,000	$0
Vehicles	$23,969,742	$0	$23,969,742	$0
ROW Capital	$73,000,000	$73,000,000	$0	$0
Utilities	$8,300,000	$8,300,000	$0	$0
ROW/Utility Support	$24,430,364	$24,430,364	$0	$0
Environmental and Design	$18,291,499	$14,459,889	$3,831,610	$0
Project Management (including contract administration)	$14,206,112	$12,916,762	$1,289,350	$0
Construction Management	$14,940,592	$14,940,592	$0	$0
Project Contingency	$14,932,579	$14,932,579	$0	$0
Legal, permits Reviews by other Agencies	$541,563	$541,563		$0
Start Up	$2,101,145	$0	$2,101,145	$0
Total Project Cost	**$353,934,817**	**$295,477,651**	**$45,841,847**	**$12,615,319**

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Project Funding Summary

Funding Source	Amount	Comments	SBCTA Reimbursement to Omnitrans	Omnitrans Reimbursement to SBCTA
Solutions for Congested Corridors (SCCP)	$65,000,000	SBCTA Funding		
CITY IN-KIND LOCAL Street Improvements	$12,615,319	In-Kind Donation		
Transit & Intercity Rail Capital Program (TIRCP)	$15,000,000	SBCTA Funding	$15,000,000	
Transit & Intercity Rail Capital Program (TIRCP)	$18,778,000	SBCTA Funding		
MEASURE I Local Sales Tax	$78,406,051	SBCTA Funding	$15,735,237	
OMNITRANS (Mid-Valley Land Sale – Federal 80%)	$20,032,592	Omnitrans Funding		$20,032,592
OMNITRANS (Mid-Valley Land Sale – State Match 20%)	$5,221,788	Omnitrans Funding		$5,221,788
OMNITRANS FTA Section 5307	$659,692	Omnitrans Funding		$659,692
OMNITRANS Other Local	$747,247	Omnitrans Funding		$747,247
OMNITRANS Other FTA Section 5307	$3,058,938	Omnitrans Spent Directly (Not SBCTA managed)		
OMNITRANS STA/LTF (local)	$772,672	Omnitrans Spent Directly (Not SBCTA managed)		
OMNITRANS STA (transferred to SBCTA)	$1,077,829	SBCTA Funding		
OMNITRANS LTF (transferred to SBCTA)	$285,447	SBCTA Funding		
FTA Small Starts	$86,750,000	Omnitrans Funding		$86,750,000
FTA American Rescue Plan Act (ARP) Stimulus	$26,088,771	Omnitrans Funding		$26,088,771
Affordable Housing Sustainability Grant - STI	$6,674,625	SBCTA Funding		
Affordable Housing	$1,490,846	SBCTA Funding		

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Attachment: 17-1001638 Amendment 2 _Omnitrans SBCTA WVC (12105 : West Valley Connector-Phase I – Second Amendment to Cooperative

Sustainability Grant - TRA				
FTA 5307 CMAQ	**$11,275,000**	**Omnitrans Funding**	**$11,275,000**	
TOTAL	**$353,934,817**		**$42,010,237**	**$139,500,090**

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Attachment: 17-1001638 Amendment 2 _Omnitrans SBCTA WVC (12105 : West Valley Connector-Phase I – Second Amendment to Cooperative

Attachment: 17-1001638 Amendment 2 _Omnitrans SBCTA WVC (12105 : West Valley Connector-Phase I – Second Amendment to Cooperative

ATTACHMENT C.2
PROJECT MILESTONE AND ANTICIPATED SCHEDULE

Project Timeline

SBCTA and Omnitrans have completed significant elements of Project Development, with extensive stakeholder coordination and public involvement, including Alternatives Analysis, NEPA and CEQA certification, selection of the locally preferred alternative (LPA), preliminary engineering, and the Financial Plan. SBCTA anticipates the following schedule to complete the Project:

Phase/Project Component	Responsibility	Anticipated Completion Date
Cost Estimate for West Valley Maintenance Facility Design	SBCTA	August 2022 (actual)
Final Bus Specifications Delivered to Omnitrans	SBCTA	May 2022 (actual)
Construction Management Consultant Contract Award	SBCTA	July 2022 (actual)
Environmental Revalidation	SBCTA	October 2022 (actual)
Cost Estimate for West Valley Maintenance Facility Construction	SBCTA	October 2023 (actual)
Anticipated Small Starts Grant Agreement	SBCTA/Omnitrans	March 2023 (actual)
Final Design Plans and Specifications for West Valley Maintenance Facility	SBCTA	May 2024
Final Design of Mainline	SBCTA	March 2023 (actual)
RFP Issued for Battery Electric Buses	Omnitrans	July 2022 (actual)
Release IFB for Maintenance Facility Construction	Omnitrans	November 2023 (actual)
Release IFB for Mainline Construction	SBCTA	May 2023 (actual)
Award Contract for Mainline Construction	SBCTA	September 2023 (actual)
Contract Awarded for Battery Electric Buses	Omnitrans	March 2023 (actual)
Award Contract for Maintenance Facility Construction	Omnitrans	April 2024 (actual)
First Two Battery Electric Buses Delivered	Omnitrans	May/June 2024 (actual)
Maintenance Facility Construction Substantially Complete	Omnitrans	April 2026

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Phase/Project Component	Responsibility	Anticipated Completion Date
Battery Electric Buses Commissioned	Omnitrans	May 2026
Battery Electric Buses Delivered (balance of fleet)	Omnitrans	June 2025 (actual)
TSP System Testing Complete	SBCTA/Omnitrans	April 2026
Utility Relocation Mainline Complete	SBCTA	December 2025
Mainline Construction Substantially Complete	SBCTA	August 2026
Anticipated Start of Revenue Service with Schedule Reserve	SBCTA/Omnitrans	December 2026

Project schedule is subject to change upon mutual written acknowledgment between responsible staff for SBCTA and Omnitrans, without further amendment.

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Attachment: 17-1001638 Amendment 2 _Omnitrans SBCTA WVC (12105 : West Valley Connector-Phase I – Second Amendment to Cooperative

Minute Action

AGENDA ITEM: 14

Date: December 3, 2025

Subject:
Inland Regional Energy Network Mid-Cycle Advice Letter (2026-2027) and Business Plan Application (2028-2035) Update

Recommendation:
Receive an update on the Mid-Cycle Advice Letter and Business Plan Application for the San Bernardino Council of Governments Inland Regional Energy Network.

Background:
The California Public Utilities Commission (CPUC) ordered energy efficiency Program Administrators (PAs) to deliver Tier 2 advice letters every two years in the odd years, when the CPUC adopts new energy efficiency potential and goals and adjusts technical inputs and requirements for program savings metrics. The purpose of the biennial filings is for PAs to adjust their technical inputs, forecasts, and portfolios to account for the changes in energy efficiency potential and goals. The biennial filing alternates every two years between a portfolio true-up (prior to the start of a four-year portfolio) or a mid-cycle review (in year two of a four-year portfolio). A guiding principle of these filings is not to change the total overall budget amount for a PA's portfolio, which is set through the Business Plan Application (BPA) process.

In response to the Inland Regional Energy Network's (I-REN) 2021 business plan, the CPUC granted I-REN a six-year portfolio period, from 2022 through 2027, in order to align I-REN with the new four-year cycle framework adopted following I-REN's original business plan submittal. The CPUC ordered that I-REN shall align its budget advice letter filings with the other program administrators' filing schedule, beginning with the September 1, 2023 portfolio true-up advice letter (TUAL) covering program years 2024 through 2027. This agenda item contains substantial detail on the content of the Mid-Cycle Advice Letter (MCAL) and proposed updates to the Business Plan. Key points of this agenda item are:

- The MCAL shows that funds from 2023 and 2024 will be carried forward to 2026 and 2027 with some adjustments to the funding allocated within sectors to cover current projections.
- The new 2028-2035 Business Plan will focus on the same sectors as the current Business Plan: Public Sector, Workforce Education & Training Sector, and Codes & Standards Sector.
- The I-REN Executive Committee directed staff to establish relationships and better coordinate with existing Energy Efficiency Programs offering services in the Commercial, Residential, and Industrial Sectors, bringing additional resources, programs, and services to the communities and businesses of the Inland Empire. This coordination has already begun and will be carried into the next Business Plan.

I-REN presented an update on the aforementioned TUAL to the I-REN Executive Committee in August 2023, prior to submittal. That filing was accepted by CPUC on February 7, 2024, with an effective date of November 11, 2023. The TUAL accomplished several important adjustments to the I-REN portfolio, including updating the portfolio budget to comply with new guidance earlier in 2023 regarding portfolio administration costs, establishing the new Integrated Demand Side Management (IDSM) budget carve-out within the budget, and carrying over unspent funding from 2022-2023 to the years 2024-2027.

Entity: San Bernardino Council of Governments

In 2025, I-REN staff worked closely with the I-REN Executive Committee and other key stakeholders in the region to develop an approach for its application for energy efficiency portfolio funding for 2028-2035. In May 2025, the I-REN Executive Committee voted to authorize submittal of the I-REN 2028-2035 Business Plan for programs and services related to the Public, Workforce Education & Training, and Codes & Standards Sectors. The I-REN Executive Committee also directed staff to establish better relationships and coordination with existing Energy Efficiency Programs offering services in the Commercial, Residential, and Industrial Sectors, to bring additional resources, programs, and services to the communities of the Inland Empire.

The BPA is due to the CPUC in February 2026 and will consist of detailed plans for program years 2028 – 2031. The 2028 I-REN BPA will also include high-level strategies, future plans, and goals for program years 2032 – 2035.

The MCAL and BPA submittals involve narrative components, technical workbooks, and program performance forecasting using the CPUC's California Energy Data and Reporting System cost-effectiveness tool.

Mid-Cycle Advice Letter

In alignment with CPUC's purposes for the MCAL filing, I-REN has incorporated lessons learned from its initial years of operations to make mid-cycle adjustments to its portfolio for calendar years 2026 and 2027 ahead. As directed by CPUC, this includes re-forecasting budget and energy savings, providing an update on equity and market support metrics, and responding to recommendations from CPUC program evaluators. The following provides an overview of the main components of the I-REN 2025 MCAL filing.

Budget

Unspent funds from 2023 and 2024 are carried forward to 2026 and 2027. Note that per CPUC guidelines, the 2025 budget must remain the same as filed in the prior TUAL. After the 2024 Annual Reporting concludes in Spring 2026, any 2025 unspent funds will have been identified for carryover to 2026-2027. Adjustments are being made to the portfolio budget to accommodate recent vendor agreements, amendments, program plans, billing practices, cost category budgets, and evaluation, measurement, and verification (EM&V) budget per CPUC guidance on allowable expenditures and cost category caps and targets. Sector-level budgets remain whole, and the total Cash for Kilowatts incentive budget also remains whole.

Energy Savings Forecast

In alignment with the CPUC's recent Potential & Goals Study, I-REN is pursuing an 'aggressive yet achievable' savings forecast methodology. The Cash for Kilowatts program energy savings and cost-effectiveness forecast is updated in the MCAL, now that the program has two years of implementation experience serving the region's Equity customers. Several factors have been taken into account for these adjustments, including: Agency uptake affected by staff turnover and limited public agency capacity and resources, average public agency project timelines, small project sizes, and external factors such as tariffs and Federal funding cuts, which account for a decrease in the electric savings forecast. Additionally, limitations on the availability of Southern California Gas Company's gas interval data and the ability to pass Normalized Metered Energy Consumption modeling requirements account for a decrease in the gas savings forecast. The incentives budget will remain the same in program years 2026-2027. I-REN plans to continue efforts to incentivize agencies to act via attractive incentive rates and bonus incentives where applicable.

Equity & Market Support Metrics Update

The timelines and other requirements for reporting on equity and market support indicators have been established by the CPUC. The 4th quarter of calendar year 2025 (beginning October 1st) is the start of official tracking, with reporting scheduled to occur in March 2026. I-REN is well-positioned to begin official tracking and reporting, having proactively established a framework and data collection tools for tracking. I-REN has met with program teams to ensure understanding of the latest requirements from the CPUC and to ready each program team for tracking.

There were two evaluator recommendations for Regional Energy Networks (RENs) overall. I-REN prepared responses to both of those recommendations.

1. RENs should increase electrification efforts and target low-income participants, disadvantaged communities, and environmental justice areas for additional incentives.

   I-REN's Public Sector Programs aim to support CPUC policies and the state's decarbonization goals by incentivizing deep, holistic energy-saving projects at critical community facilities, with varying levels of incentives based on the depth of savings and whether the facility serves a critical community need.

2. RENs should coordinate with other PAs and consider adding roles and responsibilities to program documentation.

   I-REN is in close coordination with other utilities and stakeholders that implement Public Sector Programs, including leading recurring Portfolio Administrator Sector Coordination meetings to share best practices and identify opportunities for collaboration and alignment. In addition, I-REN and the Southern California Regional Energy Network hold bi-monthly coordination meetings to discuss their Public Sector Programs and ensure no duplication of program services. I-REN will consider adding roles documentation to its program implementation plans where applicable.

Finally, the MCAL acknowledges that the IDSM services that I-REN proposed in its 2024 IDSM Advice Letter have been authorized by CPUC to move forward as of September 18, 2025. I-REN's Public Sector team is working to update program rules and documentation to reflect new technical assistance services to be made available, related to non-energy efficiency distributed energy resources such as solar and storage, and vehicle-to-grid charging equipment, to encourage ongoing shifting of peak electricity demand and improve resiliency in the Inland region.

Business Plan Application

I-REN and partners are working on various tasks associated with the BPA filing, as described below, according to the broad categories of CPUC BPA requirements. The CPUC continues to issue updated guidance and resources related to the BPA filing. I-REN is closely monitoring and adjusting its BPA process in real time to align with the CPUC's expectations.

As directed by the I-REN Executive Committee earlier this year, I-REN is pursuing continued authorization for energy efficiency activities within the Public, Workforce Education & Training, and Codes & Standards Sectors. A major focus of the portfolio will be cross-sector coordination to illustrate the interrelated nature of I-REN's programs in supporting each other's objectives. Another significant focus will be increasing regional awareness of other PAs' program offerings for sectors not directly included in I-REN's portfolio, e.g., Residential, Commercial, and Industrial, as directed by the I-REN Executive Committee.

The CPUC requires PAs to demonstrate the reasonableness of their budget requests through zero-based, bottom-up budgeting in which every cost must be justified and aligned with delivering intended program outcomes. Given the current affordability crisis and pressure applied to energy efficiency PAs (and RENs in particular) by state agencies and utility ratepayer advocates, I-REN is considering a budget strategy that weighs the realities of prior years' underspending with expected increases in activity in the years to come. While I-REN anticipates requesting similar average annual budgets to its current portfolio, planned areas of expansion and new activities may warrant adjustments within sectors or requests for modest increases to currently authorized budgets.

Guidance and insights received in the early part of the year from I-REN Executive Committee members laid a foundation for pursuing continued achievements and growth within the current sectors, while working to address stakeholders' communicated needs related to energy efficiency support for sectors outside I-REN's portfolio. To assess current program performance and opportunities, as well as stakeholder challenges and needs related to energy efficiency, I-REN has been conducting outreach through sector meetings with program implementers and various listening sessions and online surveys. In June 2025, I-REN launched its EM&V work plan, which includes several studies to assess current programs' performance and opportunities for enhanced services that could be addressed through the BPA.

The CPUC continues to provide additional guidance on Portfolio Strategies and other required topics that the PAs must address in their four-year and eight-year time horizons. Several of these strategies and topic areas are well-aligned with I-REN's current and emerging programmatic approaches:

- Increases in workforce education and training,
- Emphasis on meter-based savings measurement,
- Innovation in program delivery,
- Advancing building decarbonization,
- Supporting the CPUC's Environmental and Social Justice Action Plan, and
- Coordination with other PAs and programs.

I-REN's portfolio addresses these strategies across all sectors. Local agencies provide job opportunities for I-REN Energy Fellows, who in turn, support Cash for Kilowatts projects that save energy for Public Sector customers via a meter-based savings measurement - a unique program delivery model that cuts across public and workforce sectors to benefit participants in both types of programs. I-REN's Codes & Standards and Workforce Sectors both focus on increasing educational support to energy efficiency building professionals, through developing and hosting I-REN-branded trainings and by establishing crucial partnerships in the region to demonstrate the high-road job opportunities in energy efficiency. I-REN is laying the groundwork now for increasing innovative workforce opportunities in 2026 and beyond, into the new BPA funding period. As a partner with the California Energy Commission (CEC) Equitable Building Decarbonization (EBD) program, a residential direct install program with an emphasis on serving disadvantaged communities, I-REN is able to be a liaison for implementation in the Southern California region. While this work is not funded via the BPA filing, the CPUC is interested in how PAs' energy efficiency programs coordinate with larger statewide efforts. Through this work, I-REN will learn best practices and develop partner relationships within the

residential sector, increase local and regional awareness of I-REN and EBD program opportunities, and help inform expansion of workforce development initiatives to ensure local workers can participate in this and other regional and statewide energy efficiency opportunities.

As stakeholder engagement results and EM&V study findings emerge in November, those insights will guide the finalization of portfolio and sector-level strategies and programmatic activities. Budget and energy savings forecasting will also be informed by stakeholder insights to ensure the portfolio is justified according to CPUC requirements and crafted to meet local and regional needs.

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

Reviewed By:
This item was received by the General Policy Committee on November 12, 2025.

Responsible Staff:
Jennifer Aguilar, Energy Program Manager

Minute Action

AGENDA ITEM: 15

Date: December 3, 2025

Subject:
Seneca Road Pavement Rehabilitation Project Funding Agreement 26-1003420

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

A. Allocate $680,543 in Victor Valley Major Local Highway Program funds to the City of Adelanto for the Seneca Road Pavement Rehabilitation Project.

B. Approve Funding Agreement No. 26-1003420 in the amount of $680,543 with the City of Adelanto for the Seneca Road Pavement Rehabilitation Project.

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 Board of Directors 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 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 Seneca Road Pavement Rehabilitation Project (Project). The Project generally consists of a grind and asphalt overlay on Seneca Road from US 395 to Aster Road. This includes pavement grinding, utility adjustment, asphalt paving, and striping. The Project is scheduled to begin the Plans, Specifications, and Estimates (PS&E) Phase in January 2026 and is expected to begin construction activity in April 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.

While the Project was not identified for funding in the 2025 Update to the 10-Year Delivery Plan, it has since been prioritized by the City and will be updated accordingly for the planned 2027 Update. The estimated cost for the Project is $1,864,500, of which the Public Share amount is $680,543. The Public Share amount per phase is $23,543 for PS&E and $657,000 for Construction. 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. Staff also recommends approval of the agreement with the City memorializing the parties' obligations.

Financial Impact:
The adopted Budget for Fiscal Year 2025/2026 includes sufficient Measure I Victor Valley 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

Reviewed By:
This item was reviewed and recommended for approval (5-0-0) without a quorum of the Mountain/Desert Policy Committee present on November 21, 2025. **Revisions have been made to Attachment A of the draft agreement and can be found in bold font.** SBCTA General Counsel has reviewed this item and the draft agreement.

Responsible Staff:
Marc Lucius, Management Analyst III

Contract Summary Sheet

General Contract Information

Contract No: 26-1003420 Amendment No.:

Contract Class: Payable Department: Fund Administration

Vendor No.: 00085 Vendor Name: City of Adelanto

Description: Seneca Road Pavement Rehabilitation Project Funding Agreement

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	680,543.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**680,543.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**680,543.00**

Contract Authorization

Board of Directors Date: 12/03/2025 Board Item # 12112

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Allocation N/A

Accounts Payable

Estimated Start Date: 01/01/2026 Expiration Date: 06/30/2026 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 680,543.00	Total Contingency: $ -
GL:	4230	50	0550	0516	54840	41100000		Victor Valley MLHP	680,543.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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Marc Lucius
Project Manager (Print Name)

Ryan Graham
Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.001.258.54840

Attachment: 26-1003420 CSS (12112 : Seneca Road Pavement Rehabilitation Project Funding Agreement 26-1003420)

PROJECT FUNDING AGREEMENT NO. 26-1003420

FOR

SENECA ROAD PAVEMENT REHABILITATION 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 Seneca Road Pavement Rehabilitation 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 pavement rehabilitation along Seneca Road from US 395 to Aster Road; and

D. SBCTA prepared a study, referenced herein as the Nexus Study, dated November 2, 2011, and 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 $680,543 in Public Share funding to complete the PROJECT through Construction; and

F. The Victor Valley Subarea transportation planning partners have identified this PROJECT as eligible for funding the Plans, Specifications, and Estimate (PS&E) and Construction Phases in an amount up to $680,543 from Measure I 2010-2040 MLHP program funds for the PROJECT; and

G. PROJECT WORK is defined as the 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

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Attachment: 26-1003420- Draft (12112 : Seneca Road Pavement Rehabilitation Project Funding Agreement 26-1003420)

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 $680,543 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT.

2. To reimburse CITY within 30 days after CITY submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by CITY up to a maximum amount identified in Section I, Paragraph 1 of this AGREEMENT, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.

3. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.

4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

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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 $680,543 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 (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures funded under this AGREEMENT. The Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this AGREEMENT and for those PROJECT WORK-specific work activities described.

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Attachment: 26-1003420- Draft (12112 : Seneca Road Pavement Rehabilitation Project Funding Agreement 26-1003420)

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 Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.

11. To include in all contracts between CITY and contractors for the Construction Phase the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED BY THE PARTIES:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT WORK, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.

2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost shall be borne by CITY unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this AGREEMENT.

3. In the event CITY determines PROJECT WORK costs may exceed the not-to-exceed amount identified in Section I, Paragraph 1, CITY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT WORK amounts identified in this AGREEMENT. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this AGREEMENT that is approved and signed by both Parties.

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Attachment: 26-1003420- Draft (12112 : Seneca Road Pavement Rehabilitation Project Funding Agreement 26-1003420)

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, 2026, 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.

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.

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Attachment: 26-1003420- Draft (12112 : Seneca Road Pavement Rehabilitation Project Funding Agreement 26-1003420)

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 apply to 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
Ryan Graham
Director of Fund Administration
1170 W. 3rd St, 2nd Floor
rgraham@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.

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Attachment: 26-1003420- Draft (12112 : Seneca Road Pavement Rehabilitation Project Funding Agreement 26-1003420)

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

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison, President
Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

CITY OF ADELANTO

By: _____
Gabriel Reyes
Mayor

Date: _____

APPROVED AS TO FORM

By: _____
Todd Litfin
City Counsel

Date: _____

ATTEST:

By: _____
Brenda Lopez
Clerk of the Board

Date: _____

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Attachment: 26-1003420- Draft (12112 : Seneca Road Pavement Rehabilitation Project Funding Agreement 26-1003420)

ATTACHMENT A

SENECA ROAD PAVEMENT REHABILITATION PROJECT
Description of Project and Milestones

Project Title	
Seneca Road Pavement Rehabilitation from US 395 to Aster Road Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
The Seneca Road Rehabilitation Project consists of a 2-inch grind and asphalt overlay of the full roadway width, including all intersecting streets within the project limits. The project area includes sections of Seneca Road that vary between two-lane and four-lane configurations. The rehabilitation work will restore the pavement surface, improve ride quality, and extend the service life of the roadway. The project will also include necessary traffic control, pavement striping, and minor adjustments to utility covers to match the new roadway surface.	
Project Milestone	**Proposed**
Project Study Report Approved	N/A
Begin Environmental (PA/ED) Phase	Categorically Exempt
Circulate Draft Environmental Document	N/A
Draft Project Report	N/A
End Environmental Phase (PA/ED Milestone)	N/A
Begin Design (PS&E) Phase	~~1/1/2026~~ **10/1/2025**
End Design Phase (Ready to List for Advertisement Milestone)	~~11/13/2025~~ **12/1/2025**
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)	1/14/2026
End Construction Phase (Construction Contract Acceptance Milestone)	4/2/2026
Begin Closeout Phase	4/9/2026
End Closeout Phase (Closeout Report)	4/9/2026

DRAFT

Attachment: 26-1003420- Draft (12112 : Seneca Road Pavement Rehabilitation Project Funding Agreement 26-1003420)

ATTACHMENT B

SENECA ROAD PAVEMENT REHABILITATION PROJECT
Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1) (36.5%)	CITY Funds (63.5%)
Plans, Specifications, and Estimate	$64,500	$23,543	$40,957
Construction	$1,800,000	$657,000	$1,143,000
TOTAL	**$1,864,500**	**$680,543**	**$1,183,957**

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I 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.

DRAFT

Attachment: 26-1003420- Draft (12112 : Seneca Road Pavement Rehabilitation Project Funding Agreement 26-1003420)

Minute Action

AGENDA ITEM: 16

Date: December 3, 2025

Subject:
Amendment No. 2 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project

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

A. Allocate an additional $106,527 in Measure I Morongo Basin Subarea Major Local Highway Projects Program (MLHP) funds, for a total of $419,085, to the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project.

B. Approve Amendment No. 2 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project, to add $106,527 in MLHP funds and to extend the contract termination date through June 30, 2027.

Background:
The Measure I Expenditure Plan, as part of the Measure I Ordinance No. 04-01, includes contributions to projects along major streets and highways serving as current or future primary routes of travel within the Morongo Basin Subarea. In April 2009, the San Bernardino County Transportation Authority (SBCTA) Board of Directors 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 Split Rock Avenue Bridge at Flood Control Channel Project (Project), managed by the City of Twentynine Palms (City), completed the Right-of-Way Phase in December 2022 and is anticipated to begin construction in December 2025. The project has been identified by the City as a priority project for funding and was listed in the SBCTA 2025 Update to the 10-Year Delivery Plan as an approved project eligible for Measure I Morongo Basin Subarea Major Local Highway Program (MLHP) funding by members of the subarea. The Project will replace a two-lane low water crossing on Split Rock Avenue, just north of State Route 62, with a new two-lane bridge over the Twentynine Palms Flood Control Channel.

The original allocation of the $285,560 in MLHP funds was approved on July 10, 2019, to fund the required match to Federal Highway Bridge Program funds in the Construction Phase. The City later requested Amendment No. 1 to the Funding Agreement on November 1, 2023 increasing the allocation to $312,558 in MLHP funds. As part of the update to the 10-Year Delivery Plan, the City identified an additional need of $106,527 in MLHP funds bringing the required total of MLHP funds for the Project to $419,085. Total Cost for the Project is estimated to be $4,261,750.

Financial Impact:
The adopted Budget for Fiscal Year 2025/2026 includes sufficient Measure I Morongo Basin Major Local Highway Program funds for new and amended agreements to support this allocation in Program 50, Fund Administration.

Entity: San Bernardino County Transportation Authority

Reviewed By:
This item was reviewed and recommended for approval (5-0-0) without a quorum of the Mountain/Desert Policy Committee present on November 21, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

Responsible Staff:
Marc Lucius, Management Analyst III

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 19-1002195 Amendment No.: 2

Contract Class: Payable Department: Fund Administration

Vendor No.: 02201 Vendor Name: City of Twentynine Palms

Description: Split Rock Ave Bridge at Flood Control Channel Project Funding Agreement

Dollar Amount					
Original Contract	$	285,560.00	Original Contingency	$	-
Prior Amendments	$	26,998.00	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	106,527.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**419,085.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**419,085.00**

Contract Authorization

Board of Directors Date: 12/03/2025 Board Item # 12113

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Agreement

Accounts Payable

Estimated Start Date: 07/10/2019 Expiration Date: 12/31/2025 Revised Expiration Date: 06/30/2027

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 419,085.00	Total Contingency: $ -
GL:	4530	50	0550	0516	54840	41100000		Morongo Basin MLHP	419,085.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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Parent Contract PM Description

Z-Related Contracts

Marc Lucius
Project Manager (Print Name)

Ryan Graham
Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.020.237.54840; Project due to receive $3,772,927 in Federal Highway Bridge Program (HBP) funds not accounted for above.

Attachment: 19-1002195-02 CSS (12113 : Amendment No. 2 to Split Rock Avenue Bridge Funding Agreement)

AMENDMENT NO. 2 TO PROJECT FUNDING AGREEMENT NO. 19-1002195

FOR

SPLIT ROCK AVE BRIDGE AT FLOOD CONTROL CHANNEL PROJECT

(CITY OF TWENTYNINE PALMS)

THIS Amendment No. 2 to Project Funding Agreement 19-1002195 ("Agreement") is made and entered into by and between the City of Twentynine Palms ("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 Morongo Basin Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Morongo Basin Subarea Major Local Highway Projects Program ("MLHP") funds; and

B. The Split Rock Avenue Bridge at Flood Control Channel Project ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and

C. The Parties entered into Project Funding Agreement No. 19-1002195 on or about July 10, 2019, to allocate $285,560 in Measure I MLHP funds to partially fund the Construction Phase; and

D. The Parties entered into Amendment No. 1 to Agreement on or about November 21, 2023, to allocate $26,998 in additional funding to the PROJECT and extend the termination date to December 31, 2025; and

E. CITY has identified a need of an additional $106,527 to fully fund the Construction Phase;

F. CITY has requested updates to Attachment A: Description of Project and Milestones and Attachment B: Summary of Estimated Costs; and

G. CITY has requested an extension of the Agreement termination date to June 30, 2027.

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 $419,085 in MLHP funds. An estimate of costs for the PROJECT is provided in Attachment B.2. SBCTA shall have no further responsibilities to provide any funding for the PROJECT exceeding this amount unless an amendment to this Agreement is approved by both Parties."

2. Paragraph 2 of Section II is deleted in its entirety and replaced with the following:

DRAFT

Attachment: 19-1002195-02 (12113 : Amendment No. 2 to Split Rock Avenue Bridge Funding Agreement)

"2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT expenses for an amount not to exceed $419,085 in MLHP funds unless this Agreement is amended in writing to approve increasing PROJECT costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT 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 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 described in Attachment A.2 has not been initiated by CITY within twelve (12) months of the Effective Date of this Agreement."

4. Attachment A to the Agreement is replaced with the Revised Description of Project and Milestones attached as "Attachment A.2" to this Amendment No. 2 and incorporated herein. All references to "Attachment A" in the Agreement are hereby replaced with "Attachment A.2".

5. Attachment B to the Agreement is replaced with the Revised Summary of Estimated Costs attached as "Attachment B.2" to this Amendment No. 2 and incorporated herein. All references to "Attachment B" in the Agreement are hereby replaced with "Attachment B.2".

6. Except as amended by this Amendment No. 2, all other terms and conditions of the Agreement shall remain in full force and effect.

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.

DRAFT

---SIGNATURES ON FOLLOWING PAGE---

Attachment: 19-1002195-02 (12113 : Amendment No. 2 to Split Rock Avenue Bridge Funding Agreement)

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

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Iain MacMillan
SBCTA Assistant General Counsel

Date: _____

CITY OF TWENTYNINE PALMS

By: _____
Steven Bilderain
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Patrick Munoz
City Attorney

Date: _____

DRAFT

Attachment: 19-1002195-02 (12113 : Amendment No. 2 to Split Rock Avenue Bridge Funding Agreement)

ATTACHMENT A.2

SPLIT ROCK AVE BRIDGE AT FLOOD CONTROL CHANNEL PROJECT
Revised Description of Project and Milestones

Project Title	
Split Rock Avenue Bridge	
Location, Project Limits, Description, Scope of Work, Legislative Description	
The City of Twentynine Palms is proposing to replace a two-lane low water crossing on Split Rock Avenue (just north of State Route 62) with a new two-lane bridge over the Twentynine Palms Flood Control Channel (29FCC).	
Project Milestone	**Proposed**
Project Study Report Approved	April 2015
Begin Environmental (PA/ED) Phase	January 2015
Circulate Draft Environmental Document	March 2016
Draft Project Report	June 2017
End Environmental Phase (PA/ED Milestone)	March 2018
Begin Design (PS&E) Phase	January 2016
End Design Phase (Ready to List for Advertisement Milestone)	December 2019
Begin Right of Way Phase	September 2022
End Right of Way Phase (Right of Way Certification Milestone)	December 2022
Begin Construction Phase (Contract Award Milestone)	December 2025
End Construction Phase (Construction Contract Acceptance Milestone)	December 2026
Begin Closeout Phase	January 2027
End Closeout Phase (Closeout Report)	April 2027

DRAFT

Attachment: 19-1002195-02 (12113 : Amendment No. 2 to Split Rock Avenue Bridge Funding Agreement)

ATTACHMENT B.2

SPLIT ROCK AVE BRIDGE AT FLOOD CONTROL CHANNEL PROJECT
Revised Summary of Estimated Costs

Phase	Total Cost	Federal Highway Bridge Program (HBP) Funds	SBCTA Funds (1)	CITY Funds
Engineering (PA/ED & PS&E)	$578,000	$511,703	$0	$66,297
Right-of-way	$30,000	$26,559	$0	$3,441
Construction	$3,653,750	$3,234,665	$419,085	$0
TOTAL	**$4,261,750**	**$3,772,927**	**$419,085**	**$69,738**

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I MLHP, State Transportation Improvement Program, Surface Transportation Program, or other funds without necessitating an amendment of this Agreement.

DRAFT

Attachment: 19-1002195-02 (12113 : Amendment No. 2 to Split Rock Avenue Bridge Funding Agreement)

Minute Action

AGENDA ITEM: 17

Date: December 3, 2025

Subject:
State Legislative Update

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

- Transportation; and
- Council of Governments.

Background:
San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with a representative from state advocates, Seaside Advocacy, LLC, updated the Legislative Policy Committee on November 12, 2025, on legislation signed by Governor Gavin Newsom, the status of SBCTA/San Bernardino Council of Governments (SBCOG) bill positions, and the results of the November 4, 2025 Special Election.

End of 2025 Legislative Session:

The deadline for Governor Gavin Newsom to sign or veto legislation sent to his desk by the Legislature was October 13, 2025.

Key figures from the close of the 2025 legislative session:

- 2,833 bills introduced
- 1,124 bills chaptered into law
- 123 bills vetoed by the Governor
- 1,100 bills carried over to the 2026 legislative session

Of note, SBCTA/SBCOG took a "support" position on four bills, of which three were signed into law and one became a "two-year" bill. Additionally, SBCTA/SBCOG took an "oppose unless amended" position on two bills, of which one was signed into law and one did not make it through the legislative process.

The Legislature will return for the 2026 legislative session on January 5, 2026.

Transit Transformation Task Force Update:

The State's Transit Transformation Task Force (TTTF) met for the final time on September 30, 2025. The two-year TTTF process was charged with producing recommendations for the Legislature and Governor on developing policy reforms aimed at growing transit ridership, improving the rider experience, and addressing long-term operational and funding challenges. The TTTF was mandated by legislation passed by the Legislature and signed into law in 2023. In the end, the TTTF recommended that the State find new ways to raise money for transit across California and indicated greater coordination is needed to make the transit experience seamless for people who rely on multiple agencies. The TTTF final report with recommendations was scheduled to be released by October 31, 2025.

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

November 2025 Election:

As the 2025 legislative session concluded, attention turned to the Special Election on November 4, 2025, on Proposition 50 which seeks to replace California's current congressional district maps with new districts drawn by the State Legislature until 2030. The Independent Citizens Redistricting Commission will resume drawing maps in 2031 following the 2030 United States Census.

Attachment A contains a list of legislative bills that SBCTA/SBCOG have taken a position on. Attachment B reflects bills of interest to SBCTA and SBCOG.

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

Reviewed By:
This item was received by the Legislative Policy Committee on November 12, 2025.

Responsible Staff:
Molly Wiltshire, Director of Legislative and Public Affairs

ATTACHMENT A

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - November 2025

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 334 (Petrie-Norris)	Would allow California tolling agencies to share all necessary toll information with out of state tolling agencies to aide in implementation of national interoperability.	Failed Senate Floor deadline to be acted upon, two-year bill. (9/13/25)	Support	3/12/2025
AB 394 (Wilson)	Would expand existing protections under California Penal Code to broaden coverage of the existing transit assault statute for operators to all transit employees and empowers transit agencies and courts with additional tools to deter harmful behavior and enhance safety across California's public transportation systems.	Signed into law by the Governor. (10/1/25)	Support	3/12/2025
SB 800 (Reyes)	Would require Caltrans to establish a pilot program to install suicide deterrents on 5 freeway overpasses in the County of San Bernardino, prioritizing the placement of deterrents on freeway overpasses with the highest rates of documented suicides over the last 20 years.	Signed into law by the Governor. (10/6/25)	Support	5/14/2025
SB 415 (Reyes)	Would make technical changes to regulations established by Assembly Bill 98 passed in 2024, regarding local land-use approvals of logistics and warehouse facilities.	Signed into law by the Governor. (10/3/25)	Oppose unless amended.	6/4/2025

Attachment: Bill position matrix 11-25 (12089 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - November 2025

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 735 (Carillo)	Would make technical changes to regulations established by Assembly Bill 98 passed in 2024, regarding local land-use approvals of logistics and warehouse facilities.	Failed Senate Floor deadline to be acted upon, two-year bill. (9/13/25)	Oppose unless amended.	6/4/2025
AB 440 (Ramos)	Would require the Office of Suicide Prevention within the Department of Public Health to work with the Department of Transportation to identify cost-effective strategies to reduce suicides and suicide attempts on the state's bridges and roadways.	Signed into law by the Governor. (10/3/25)	Support	6/11/2025

Attachment: Bill position matrix 11-25 (12089 : State Legislative Update)

Status Report

Sorted by: Measure
Monday, 11/03/2025

AB 3 | **Dixon, R** | **HTML** | **PDF**

Alcohol and drug treatment facilities: local regulation.

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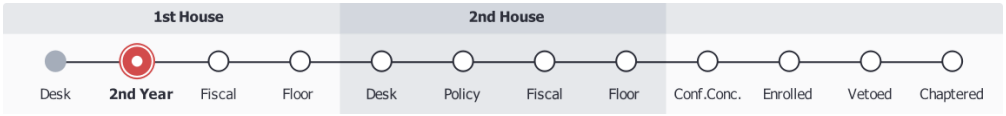

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was HEALTH on 2/3/2025)(May be acted upon Jan 2026)

Summary: Would exempt an alcoholism or drug abuse recovery or treatment facility from being considered a residential use of property for the purposes of local regulation if multiple single-family dwellings are being used as a licensed or unlicensed alcohol or other drug recovery or treatment facility, they share an owner, a director, programs, or amenities with another facility, and any of the dwellings are within 300 feet of that facility, or if a single-family dwelling being used as an alcohol or other drug recovery or treatment facility shares an owner, a director, programs, or amenities with another facility that is commercially owned, operated, and licensed that is located anywhere in the state. (Based on 03/20/2025 text)

Location: 05/08/2025 - Assembly 2 YEAR
Last Amend: 03/20/2025
Introduced: 12/02/2024

AB 6 | **Ward, D** | **HTML** | **PDF**

Residential developments: building standards: review.

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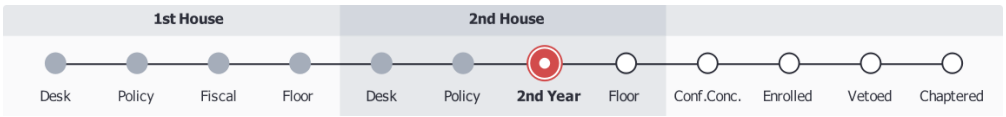

Tracking form

Organization	Position	Subject
COG		COG, Economic Development, Housing, Planning

Bill information

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Summary: The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services and sets forth its powers and duties, including approval and adoption of building standards and codification of those standards into the California Building Standards Code (code). Current law requires the commission to publish, or cause to be published, editions of the code in its entirety once every 3 years. Current law requires the building standards and rules and regulations to impose substantially the same requirements as are contained in the most recent editions of specified international or uniform industry codes, including the International Residential Code of the International Code Council. Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency and requires the department to submit an annual report to the Governor and both houses of the Legislature on the operations and accomplishments during the previous fiscal year of the housing programs administered by the department. This bill would require the department to convene a working group no later than December 31, 2026, to research and consider identifying and recommending amendments to state building standards allowing residential developments to be built under the requirements of the California Residential Code, as specified. The bill would require the department, no later than December 31, 2027, 2028, to provide a one-time report of its findings to the Legislature in the annual report described above. The bill, if the report identifies and recommends amendments to building standards, would require the department to research, develop, and consider proposing the standards for adoption by the commission, as specified. (Based on 05/05/2025 text)

Location:	08/29/2025 - Senate 2 YEAR	**Last Amend:**	05/05/2025
Introduced:	12/02/2024		

AB 11 | Lee, D | HTML | PDF

The Social Housing Act.

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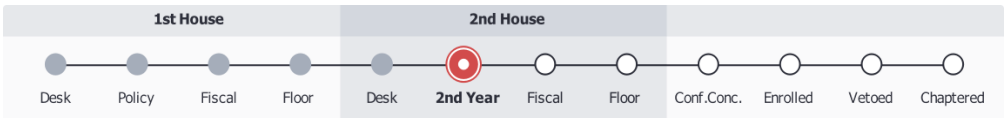

Tracking form

Organization	Position	Subject
COG		COG, Housing

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HOUSING on 6/11/2025)(May be acted upon Jan 2026)

Summary: Would enact the Social Housing Act and would create the California Housing Authority as an independent state body, the mission of which would be to ensure that social housing developments that are produced and acquired align with the goals of eliminating the gap between housing production and regional housing needs assessment targets and preserving affordable housing. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed or authorized by the authority would be owned by the authority. (Based on 12/02/2024 text)

Location: 07/17/2025 - Senate 2 YEAR

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Introduced:	12/02/2024

AB 12 | **Wallis, R** | HTML | PDF

Low-carbon fuel standard: regulations.

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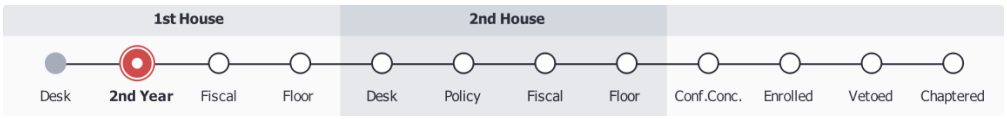

Tracking form

Organization	Position	Subject
COG		Air Quality, COG, Planning, Transportation

Organization	Position	Subject
SBCTA		Air Quality, COG, Planning, Transportation

Bill information

Status:	05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/18/2025)(May be acted upon Jan 2026)
Summary:	The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low-Carbon Fuel Standard regulations. This bill would void specified amendments to the Low-Carbon Fuel Standard regulations adopted by the state board on November 8, 2024. (Based on 12/02/2024 text)
Location:	05/01/2025 - Assembly 2 YEAR
Introduced:	12/02/2024

AB 20 | **DeMaio, R** | HTML | PDF

Homelessness: People First Housing Act of 2025.

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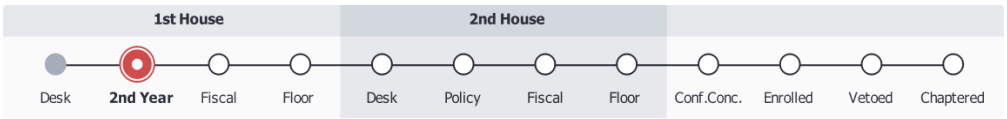

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Status: 05/21/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. & C.D. on 3/24/2025)(May be acted upon Jan 2026)

Summary: Would prohibit a homeless encampment from operating within 500 feet of a sensitive community area, including, but not limited to, a school, open space, or transit stop. The bill would prohibit a person from camping, as defined, in any public space, including a sidewalk, if a homeless shelter bed is available in the city where the public space is located. (Based on 03/24/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR	**Last Amend:**	03/24/2025
Introduced:	12/02/2024 (Spot bill)		

AB 21 | **DeMaio, R** | HTML | PDF

Common interest developments: association management and meeting procedures.

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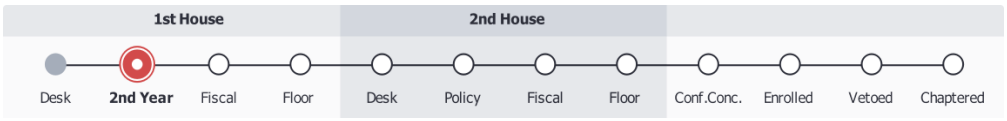

Tracking form

Organization	Position	Subject
SBCTA		Funding

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. & C.D. on 3/24/2025)(May be acted upon Jan 2026)

Summary: The Davis-Stirling Common Interest Development Act governs the management and operation of common interest by an association. If a provision of that act requires an association to deliver a document by “individual delivery” or “individual notice,” the act requires the association to deliver that document in accordance with the preferred delivery method specified by the member. Current law also requires the board of an association to provide general notice of a proposed rule change at least 28 days before making the rule change, in accordance with certain procedures. This bill would revise the above-described rule change provision to require the board to provide individual notice pursuant to the above-described provision governing document delivery. (Based on 03/24/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR	**Last Amend:**	03/24/2025
Introduced:	12/02/2024		

AB 23 | **DeMaio, R** | HTML | PDF

The Cost of Living Reduction Act of 2025.

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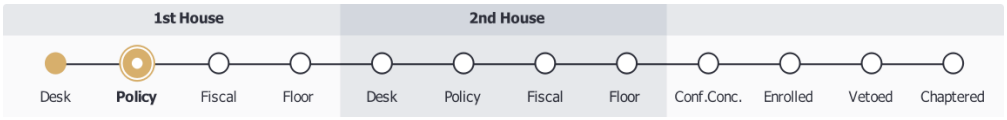

Tracking form

Organization	Position	Subject

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

SBCTA		COG, Funding, Transportation

Bill information

Status: 03/26/2025 - Re-referred to Com. on U. & E.

Summary: Current law vests the State Energy Resources Conservation and Development Commission (Energy Commission) with various responsibilities for developing and implementing the state's energy policies. This bill, the Cost of Living Reduction Act of 2025, would require the Energy Commission and the Public Utilities Commission to post, and update monthly, dashboards on their internet websites that include the difference in average gasoline prices and the average total price of electricity or natural gas in California compared to national averages, and any California-specific taxes, fees, regulations, and policies that directly or indirectly contribute to higher gasoline and electricity or natural gas prices within the state, as specified. The bill would require the Energy Commission and the PUC, on or before July 1, 2026, to each submit a report to the Legislature on the governmental and nongovernmental drivers of California's higher gasoline prices and higher electricity and natural gas prices, and recommendations for policy changes to reduce the costs associated with those drivers, as specified. If the average price of gasoline in California exceeds 10% of the national average in the preceding quarter, the bill would require all taxes and fees on gasoline, as specified, to be suspended for a period of 6 months, and, if the average price of electricity or natural gas in California exceeds 10% of the national average in the preceding quarter, the bill would require the PUC to suspend the collection of all fees, as specified, charged on electricity and natural gas bills for a period of 6 months. (Based on 03/25/2025 text)

Location: 03/24/2025 - Assembly Utilities and Energy

Last Amend: 03/25/2025

Introduced: 12/02/2024 (Spot bill)

AB 26 | **DeMaio, R** | HTML | PDF

Eliminate the Politicians' Perks Act of 2025.

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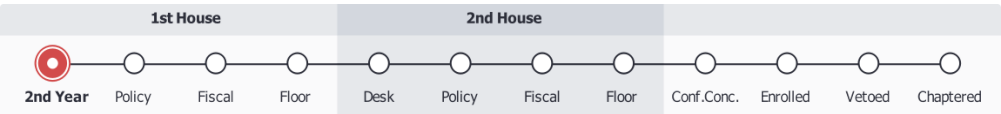

Tracking form

Organization	Position	Subject
COG		COG

Organization	Position	Subject
SBCTA		COG

Bill information

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 12/2/2024)(May be acted upon Jan 2026)

Summary: Would state the intent of the Legislature to enact legislation that holds elected officials accountable by prohibiting Members of the Legislature from accepting gifts or trading in individual stock, imposing a lifetime lobbying ban, eliminating exemptions for the

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Legislature from labor, workplace, and public record laws, and eliminating government pensions for local elected officials. (Based on 12/02/2024 text)

Location:	05/08/2025 - Assembly 2 YEAR
Introduced:	12/02/2024 (Spot bill)

AB 33 | **Aguiar-Curry, D** | HTML | PDF

Autonomous vehicles.

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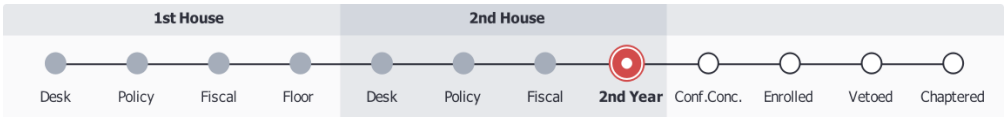

Tracking form

Organization	Position	Subject
SBCTA		Transit, Transportation

Bill information

Status:	09/11/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/9/2025)(May be acted upon Jan 2026)
Summary:	Would prohibit the delivery of commercial goods, as defined, directly to a residence or to a business for its use or retail sale through the operation of an autonomous vehicle without a human safety operator on any highway within the State of California. The bill would make a first violation of this provision subject to a $10,000 administrative fine and a $25,000 administrative fine for subsequent violations. The bill would authorize the department to suspend or revoke the permit of an autonomous vehicle manufacturer for repeated violations of this provision. (Based on 06/30/2025 text)

Location:	09/11/2025 - Senate 2 YEAR	**Last Amend:**	06/30/2025
Introduced:	12/02/2024		

AB 34 | **Patterson, R** | HTML | PDF

Air pollution: regulations: consumer costs: review.

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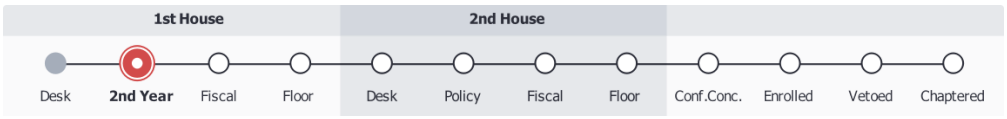

Tracking form

Organization	Position	Subject
SBCTA		Air Quality, COG, Transportation

Bill information

Status:	05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/3/2025)(May be acted upon Jan 2026)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Summary: Pursuant to the California Global Warming Solutions Act of 2006, the State Air Resources Board has adopted the California Greenhouse Gas Cap-and-Trade Program to reduce emissions of greenhouse gases by applying a greenhouse gas allowance budget to specified entities and providing a trading mechanism for achieving compliance, as provided. The act requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low Carbon Fuel Standard regulations to reduce the carbon intensity of transportation fuels used in California, as specified. This bill would prohibit the state board from adopting any standard, regulation, or rule that affects the Low Carbon Fuel Standard or the California Greenhouse Gas Cap-and-Trade Program until the Legislative Analyst has analyzed the cost to the consumer of the proposed standard, regulation, or rule, as specified, and submitted its analysis to the Legislature. (Based on 03/13/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR	**Last Amend:**	03/13/2025
Introduced:	12/02/2024		

AB 35 | **Alvarez, D** | **HTML** | **PDF**

California Environmental Quality Act: clean hydrogen transportation projects.

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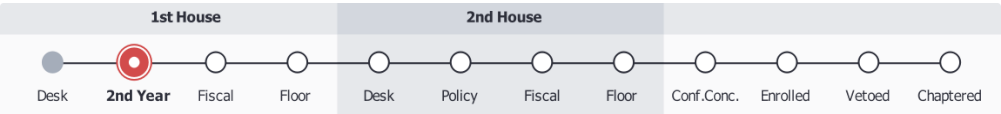

Tracking form

Organization	Position	Subject
SBCTA		COG, Hydrogen, Transit, Transportation

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/18/2025)(May be acted upon Jan 2026)

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would provide for limited CEQA review of an application for a discretionary permit or authorization for a clean hydrogen transportation project, as defined, by requiring the application to be reviewed through a clean hydrogen environmental assessment, unless otherwise requested by the applicant, as prescribed. The bill would, except as provided, require the lead agency to determine whether to approve the clean hydrogen environmental assessment and issue a discretionary permit or authorization for the project no later than 270 days after the application for the project is deemed complete. By imposing new duties on a lead agency, this bill would create a state-mandated local program. The bill would repeal these provisions on January 1, 2036. This bill contains other related provisions and other existing laws. (Based on 04/21/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR	**Last Amend:**	04/21/2025

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Introduced:	12/02/2024

AB 36 | **Soria, D** | HTML | PDF

Housing elements: prohousing designation.

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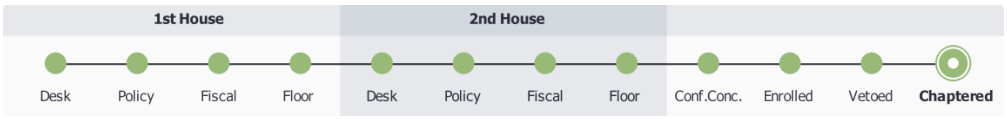

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 485, Statutes of 2025.

Summary: The Planning and Zoning Law requires the Department of Housing and Community Development (HCD) to determine whether the housing element is in substantial compliance with specified provisions of that law. Existing law requires HCD to designate jurisdictions as prohousing pursuant to emergency regulations adopted by HCD, as prescribed, and to report those designations to the Office of Land Use and Climate Innovation. Current law specifies that these emergency regulations will remain in effect until HCD promulgates permanent prohousing regulations. This bill would instead require HCD to designate jurisdictions as prohousing pursuant to permanent regulations adopted by HCD to implement these provisions, as specified. Beginning with the 7th housing element cycle, upon request by a small rural jurisdiction, to the extent feasible, the bill would require HCD to evaluate materials from the small rural jurisdiction's housing element submission when determining whether the jurisdiction qualifies as prohousing, but only with respect to those small rural jurisdictions that have a compliant housing element. The bill would also prohibit HCD from requiring small rural jurisdictions to renew their prohousing designation for at least 4 years. The bill would define "small rural jurisdiction" for these purposes to mean either a city with a population of fewer than 25,000 persons or a county with a population of fewer than 200,000 persons. (Based on 10/10/2025 text)

Location:	10/10/2025 - Assembly CHAPTERED	**Last Amend:**	09/04/2025
Introduced:	12/02/2024		

AB 37 | **Elhawary, D** | HTML | PDF

Workforce development: mental health service providers: homelessness.

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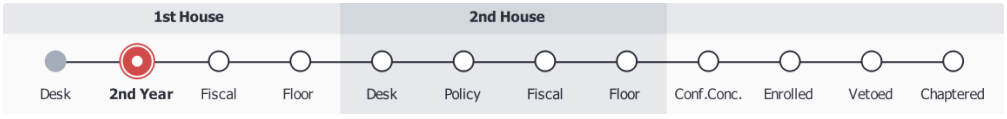

Tracking form

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Organization	Position	Subject
COG		COG, Economic Development, Planning

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. & E. on 3/13/2025)(May be acted upon Jan 2026)

Summary: Current law establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California's workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. Current law requires the board to assist the Governor in certain activities, including the review and technical assistance of statewide policies, programs, and recommendations to support workforce development systems in the state, as specified. This bill would require the board to study how to expand the workforce of mental health service providers who provide services to homeless persons. (Based on 03/13/2025 text)

Location: 05/01/2025 - Assembly 2 YEAR
Last Amend: 03/13/2025
Introduced: 12/02/2024 (Spot bill)

AB 39 | Zbur, D | HTML | PDF

General plans: Local Electrification Planning Act.

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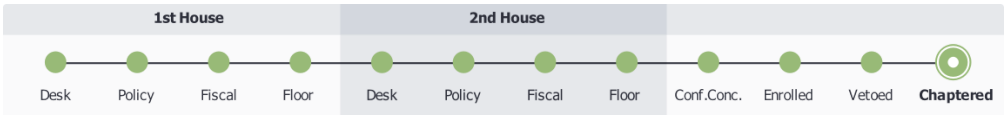

Tracking form

Organization	Position	Subject
COG		COG, Commuter Rail, Planning, Transit, Transportation

Bill information

Status: 10/06/2025 - Chaptered by Secretary of State - Chapter 356, Statutes of 2025

Summary: The Planning and Zoning Law requires a city or county to adopt a comprehensive general plan for the city's or county's physical development that includes various elements, including, among others, a land use element that designates the proposed general distribution and general location and extent of the uses of the land in specified categories, and a circulation element that identifies the location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, as specified. This bill, the Local Electrification Planning Act, would require each city, county, or city and county, on or after January 1, 2027, but no later than January 1, 2030, to prepare and adopt a specified plan, or integrate a plan in the next adoption or revision of the general plan, that includes locally based goals, objectives, policies, and feasible implementation measures that include, among other things, the identification of opportunities to expand electric vehicle charging and other zero-emission vehicle fueling infrastructure, as specified, and includes policies and implementation measures that address the needs of disadvantaged communities, low-income households, and small businesses for equitable and prioritized investments in zero-emission technologies that directly benefit these groups. (Based on 10/06/2025 text)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Location:	10/06/2025 - Assembly CHAPTERED	**Last Amend:**	09/04/2025
Introduced:	12/02/2024		

AB 41 | **Macedo, R** | **HTML** | **PDF**

State Air Resources Board: regulations: impact estimates: retail gasoline prices: public disclosure.

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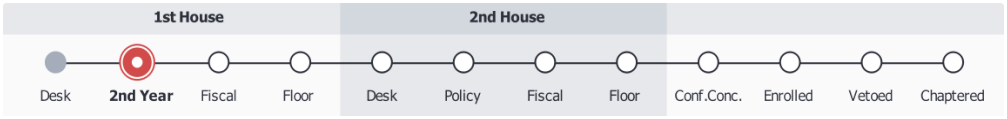

Tracking form

Organization	Position	Subject
SBCTA		COG, Transit, Transportation

Bill information

Status:	05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/18/2025)(May be acted upon Jan 2026)
Summary:	Would require the State Air Resources Board, in consultation with the State Energy Resources Conservation and Development Commission, before adopting or amending a regulation that imposes costs on gasoline refiners, distributors, or retailers, to make available to the public, including on its internet website, an estimate of the impact on retail gasoline prices due to the proposed new regulation or the existing regulation and the proposed amendments to that regulation. The bill would require the estimate to include a maximum estimated impact on retail gasoline prices that assumes the maximum possible cost imposed, as specified, and that all costs are passed on to consumers. (Based on 12/02/2024 text)

Location:	05/01/2025 - Assembly 2 YEAR		
Introduced:	12/02/2024		

AB 52 | **Aguiar-Curry, D** | **HTML** | **PDF**

Native American resources.

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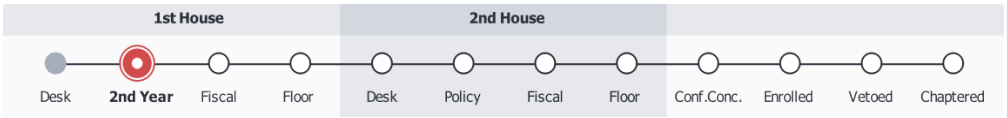

Tracking form

Organization	Position	Subject
COG		CEQA, COG, Planning, Transportation

Organization	Position	Subject
SBCTA		

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

CEQA, COG, Planning, Transportation

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 4/24/2025)(May be acted upon Jan 2026)

Summary: Current law finds and declares it to be the public policy and in the public interest of California to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations. Existing law defines the term “conservation easement” for these purposes, and authorizes certain entities and organizations to acquire and hold conservation easements, including a federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission, to protect a California Native American prehistoric, archaeological, cultural, spiritual, or ceremonial place, if the conservation easement is voluntarily conveyed. This bill would instead authorize a California Native American tribe that is on the above-described contact list, to protect a California Native American prehistoric, archaeological, cultural, spiritual, or ceremonial place, to acquire and hold conservation easements, if the conservation easement is voluntarily conveyed or otherwise conveyed pursuant to the California Environmental Quality Act. (Based on 04/21/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR	**Last Amend:**	04/21/2025
Introduced:	12/02/2024		

AB 69 | **Calderon, D** | **HTML** | **PDF**

FAIR Plan policy notices and renewals.

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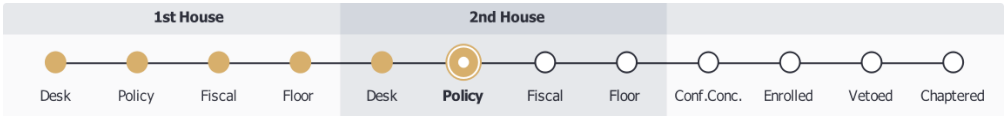

Tracking form

Organization	Position	Subject
COG		COG, Housing

Bill information

Status: 09/11/2025 - Senate Rule 29.3(b) suspended. (Ayes 29. Noes 10.) From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on INS.

Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law requires the association to implement programs to help reduce the number of existing FAIR Plan policies. This bill would require the association to provide all policyholders with a notice regarding their coverage options at least annually, including with the initial policy issuance and upon each renewal. (Based on 09/11/2025 text)

Location:	06/18/2025 - Senate Insurance	**Last Amend:**	09/11/2025
Introduced:	12/10/2024		

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

AB 76 | Alvarez, D | HTML | PDF

Surplus land: exempt surplus land: sectional planning area.

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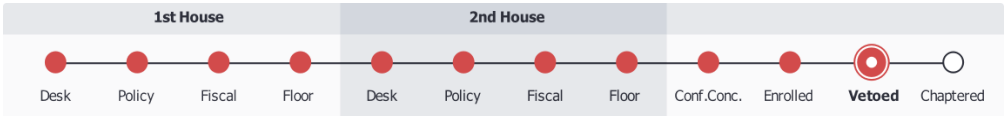

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Organization	Position	Subject
SBCTA		COG, Housing, Planning

Bill information

Status: 10/13/2025 - Vetoed by Governor. Consideration of Governor's veto pending.

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency and defines terms for these purposes, including, among others, “surplus land” to mean land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use. Current law defines “exempt surplus land” to mean land that is subject to a sectional planning area document, as described, and meets specified requirements, including that the land identified in the adopted sectional planning area document was dedicated prior to January 1, 2019, at least 25% of the units are dedicated to lower income households, as specified, and that the land is developed at an average density of at least 10 units per acre calculated with respect to the entire sectional planning area. This bill would change those requirements so that at a minimum, 25% of units that are proposed by the sectional planning area document as adopted prior to January 1, 2019, and are not designated for students, faculty, or staff of an academic institution, or 500 units, whichever is greater, must be dedicated to lower income households, as specified, and that the land must be developed at an average density of at least 10 units per acre, in accordance with certain requirements and calculated with respect to the entire sectional planning area and inclusive of housing designated for students, faculty, and staff of an academic institution. (Based on 09/12/2025 text)

Location: 10/13/2025 - Assembly VETOED

Last Amend: 07/17/2025

Introduced: 12/16/2024

AB 226 | Calderon, D | HTML | PDF

California FAIR Plan Association.

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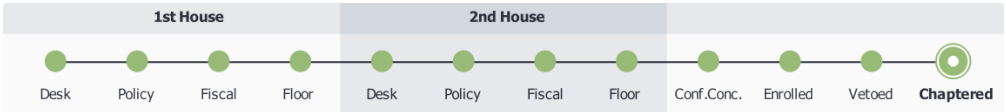

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Tracking form

Organization	Position	Subject
COG		COG, Housing

Bill information

Status: 10/09/2025 - Chaptered by Secretary of State - Chapter 473, Statutes of 2025

Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate in administering a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law requires the association's plan of operation and any amendment to the plan to be approved by the Insurance Commissioner. Current law establishes the California Infrastructure and Economic Development Bank and authorizes it to issue bonds to provide funds for the payment of costs of a project for a participating party or upon request by a state entity. This bill would authorize the association, if granted prior approval from the commissioner, to request the California Infrastructure and Economic Development Bank to issue bonds and would authorize the bank to issue those bonds to finance the costs of claims, to increase liquidity and claims-paying capacity of the association, and to refund bonds previously issued for that purpose. The bill would specify that the association is a participating party and that financing all or any portion of the costs of claims or to increase liquidity and the claims-paying capacity of the association is a project for bond purposes. The bill would authorize the bank to loan the proceeds of issued bonds to the association and would authorize the association to enter into a loan agreement with the bank and to enter into a line of credit agreement or other agreement. (Based on 10/09/2025 text)

Location: 10/09/2025 - Assembly CHAPTERED

Last Amend: 06/16/2025

Introduced: 01/09/2025

AB 234 | Calderon, D | HTML | PDF

California FAIR Plan Association governing committee.

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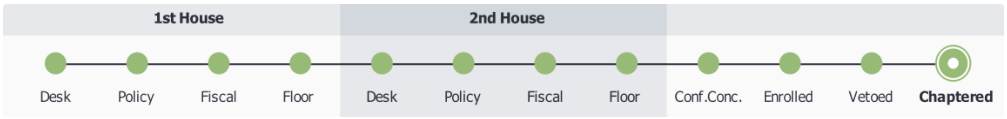

Tracking form

Organization	Position	Subject
COG		COG, Housing

Bill information

Status: 10/09/2025 - Chaptered by Secretary of State - Chapter 474, Statutes of 2025

Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law establishes a governing committee for the association and prescribes its membership. This bill would require the Speaker of the Assembly and the Chairperson of the Senate Committee on Rules to serve as nonvoting, ex officio members of the governing committee, and would authorize each to name a designee to serve in their place. (Based on 10/09/2025 text)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Location:	10/09/2025 - Assembly CHAPTERED
Introduced:	01/13/2025

AB 238 | Harabedian, D | HTML | PDF

Mortgage forbearance: state of emergency: wildfire.

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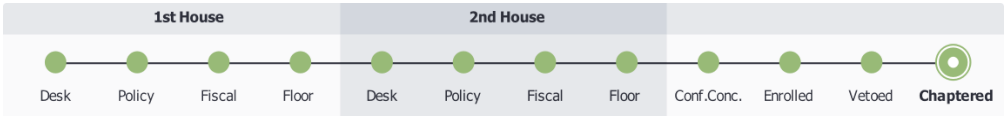

Tracking form

Organization	Position	Subject
COG		COG, Housing

Bill information

Status: 09/22/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 128, Statutes of 2025.

Summary: Current law requires a mortgage servicer to comply with applicable federal guidance regarding borrower options following a forbearance relating to the COVID-19 emergency. This bill would authorize a borrower who is experiencing financial hardship that prevents the borrower from making timely payments on a specified residential mortgage loan due directly to the wildfire disaster described in the proclamation of a state of emergency issued by Governor Gavin Newsom on January 7, 2025, or the federally declared disaster, declared on January 8, 2025, related to the Eaton Wildfire, the Palisades Fire, and the Straight-line Winds, to request forbearance on their residential mortgage loan, as prescribed. The bill would limit eligibility for that forbearance to loans that are secured by residential real property improved by 4 or fewer residential units. The bill would require the borrower to affirm that they are experiencing a financial hardship due to the wildfire disaster. Because the bill would expand the crime of perjury, the bill would impose a state-mandated local program. This bill would, except as specified, require a mortgage servicer to offer mortgage payment forbearance of a period of up to an initial 90 days, which shall be extended at the request of the borrower in 90-day increments, up to a maximum forbearance period of 12 months. The bill would also prohibit a mortgage servicer from assessing any late fees to the borrower's account or charging a default rate of interest during the forbearance period. The bill would provide that the forbearance period includes any period of forbearance related to the wildfire disaster that a mortgage servicer has provided to a borrower before the effective date of these provisions. The bill would require a mortgage servicer to report the credit obligations of borrowers under a disaster-related forbearance plan in compliance with the federal Fair Credit Reporting Act. (Based on 09/22/2025 text)

Location:	09/22/2025 - Assembly CHAPTERED	**Last Amend:**	07/10/2025
Introduced:	01/13/2025		

AB 259 | Rubio, Blanca, D | HTML | PDF

Open meetings: local agencies: teleconferences.

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

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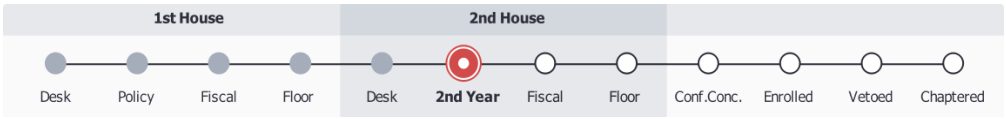

Tracking form

Organization	Position	Subject
COG		Open Meetings

Organization	Position	Subject
SBCTA		Open Meetings

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 5/14/2025)(May be acted upon Jan 2026)

Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Current law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would extend the alternative teleconferencing procedures until January 1, 2030. (Based on 04/21/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Last Amend:**	04/21/2025
Introduced:	01/16/2025		

AB 261 | **Quirk-Silva, D** | **HTML** | **PDF**

Fire safety: fire hazard severity zones: State Fire Marshal.

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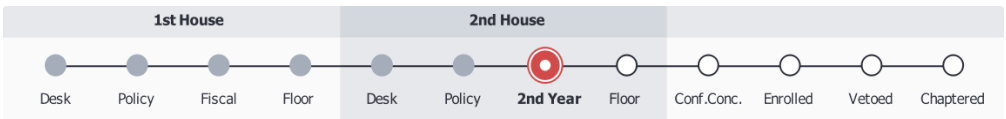

Tracking form

Organization	Position	Subject
COG		COG, Economic Development, Housing, Planning

Bill information

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Summary: Current law requires the State Fire Marshal to classify lands within state responsibility areas into fire hazard severity zones, and, by regulation, designate fire hazard severity zones and assign to each zone a rating reflecting the degree of severity of fire hazard that is expected to prevail in the zone. Current law requires the State Fire Marshal to periodically review designated and rated zones and, as necessary, revise zones or their ratings or repeal the designation of zones. Current law also requires the State Fire Marshal to identify areas in the state that are not state responsibility areas as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas, and to periodically review and, as necessary, make recommendations relative to very high fire hazard severity zones. This bill would prohibit the State Fire Marshal's determination of fire hazard severity zone, in both state responsibility areas and lands that are not state responsibility areas, from being based on risk mitigation activities. The bill would, as applied to both state responsibility areas and lands that are not state responsibility areas, authorize the State Fire Marshal, in periods between the State Fire Marshal's review of areas of the state for recommendations regarding an area's fire hazard severity zone, to confer with entities, including, but not limited to, public agencies, tribes, nonprofit organizations, project applicants, and members of the public, on actions that may impact the degree of fire hazard in an area or the area's recommended fire hazard severity zone designation. The bill would authorize the State Fire Marshal to provide a written response to an entity on actions that may impact the degree of fire hazard and would require this written response to be posted on the State Fire Marshal's internet website. (Based on 07/10/2025 text)

Location:	08/28/2025 - Senate 2 YEAR	**Last Amend:**	07/10/2025
Introduced:	01/16/2025		

AB 266 | **Davies, R** | **HTML** | **PDF**

Freeway Service Patrol Act: sponsorship agreement.

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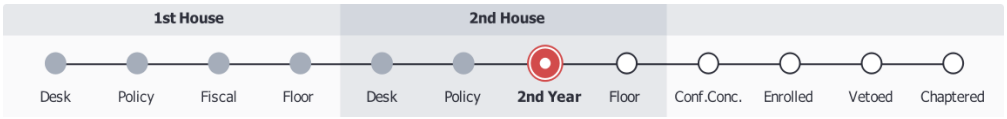

Tracking form

Organization	Position	Subject
SBCTA		COG, Funding, Transportation

Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 6/30/2025)(May be acted upon Jan 2026)

Summary: The Freeway Service Patrol Act authorizes and provides funding for freeway service patrols, operated pursuant to an agreement between the Department of the California Highway Patrol, the Department of Transportation, and a regional or local governmental entity, to provide emergency roadside assistance on traffic-congested urban freeways throughout the state. The act requires each tow truck participating in a freeway service patrol to bear a specified logo that identifies the Department of the California Highway Patrol and the Department of Transportation, and, at the option of the entity, the participating regional or local entity. This bill would require the Department of

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Transportation, the Department of the California Highway Patrol, and participating and eligible regional and local entities to, each time the guidelines for program operations are updated after January 1, 2026, consider developing or revising and including in the guidelines operational requirements for sponsorship agreements between a participating regional or local entity and any private third party that allow for the display of the sponsor's name and logo on participating tow trucks, as provided. (Based on 06/02/2025 text)

Location:	08/28/2025 - Senate 2 YEAR	**Last Amend:**	06/02/2025
Introduced:	01/17/2025		

AB 267 | **Macedo, R** | **HTML** | **PDF**

Greenhouse Gas Reduction Fund: high-speed rail: water infrastructure and wildfire prevention.

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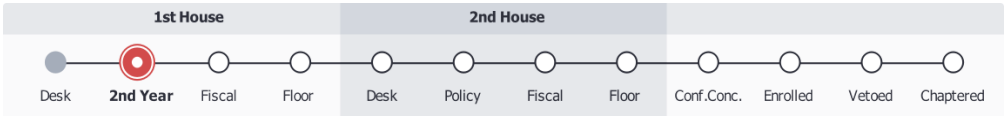

Tracking form

Organization	Position	Subject
SBCTA		Cap & Trade, COG, Funding, Transit, Transportation

Bill information

Status:	05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 2/18/2025)(May be acted upon Jan 2026)
Summary:	Would suspend the appropriation to the High-Speed Rail Authority for the 2026–27 and 2027–28 fiscal years and would instead require those amounts from moneys collected by the State Air Resources Board to be transferred to the General Fund. The bill would specify that the transferred amounts shall be available, upon appropriation by the Legislature, to augment funding for water infrastructure and wildfire prevention. (Based on 01/17/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR		
Introduced:	01/17/2025		

AB 273 | **Sanchez, R** | **HTML** | **PDF**

Greenhouse Gas Reduction Fund: high-speed rail: infrastructure improvements.

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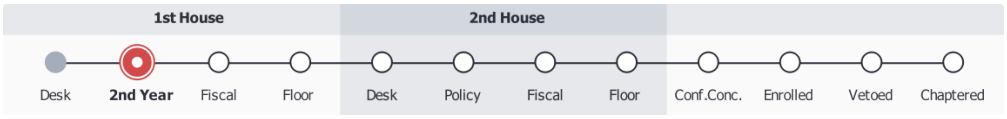

Tracking form

Organization	Position	Subject
SBCTA		Funding, Planning, Transportation

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 2/18/2025)(May be acted upon Jan 2026)

Summary: The California Global Warming Solutions Act of 2006 authorizes the State Air Resources Board to include in its regulation of greenhouse gas emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. Current law continuously appropriates 25% of the annual proceeds of the fund to the High-Speed Rail Authority for certain purposes. This bill would eliminate the continuous appropriation of 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to the High-Speed Rail Authority on June 30, 2026. The bill, beginning with the 2026–27 fiscal year, would instead require 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to be transferred to the General Fund and for those moneys, upon appropriation, to be used to augment funding provided to local governments to improve infrastructure. (Based on 01/21/2025 text)

Location: 05/01/2025 - Assembly 2 YEAR
Introduced: 01/21/2025

AB 289 | **Haney, D** | HTML | PDF

State highway work zone speed safety program.

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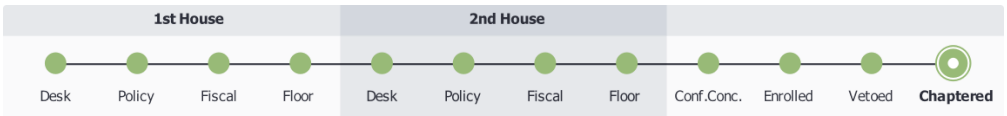

Tracking form

Organization	Position	Subject
SBCTA		COG, Transportation

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 684, Statutes of 2025.

Summary: Current law authorizes, until January 1, 2032, the City of Malibu to establish a speed safety system pilot program for speed enforcement on the Pacific Coast Highway if the system meets specified requirements. Current law requires the city to administer a public information campaign at least 30 days before implementation of the program, including information relating to when the systems would begin detecting violations. Current law requires the city to issue warning notices rather than notices of violations for violations detected within the first 60 calendar days of the program. Current law also requires the city to develop guidelines for, among other things, the processing and storage of confidential information. Current law requires photographic or administrative records made by a system to be confidential, except as specified, and would only authorize public agencies to use and allow access to these records for specified purposes. This bill would authorize, until January 1, 2032, the Department of Transportation to establish a similar program for speed enforcement that utilizes up to 35 speed safety systems on state highway construction or maintenance areas, as specified. (Based on 10/13/2025 text)

Location: 10/13/2025 - Assembly CHAPTERED
Last Amend: 09/04/2025

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Introduced:	01/22/2025

AB 294 | **Gallagher, R** | HTML | PDF

Recovery from disaster or emergency: funding priority.

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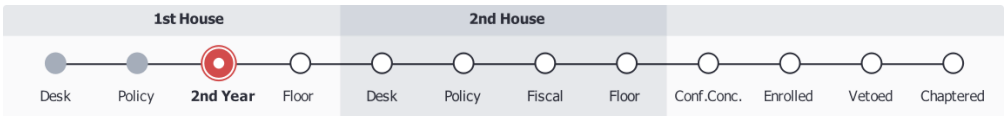

Tracking form

Organization	Position	Subject
COG		Economic Development, Funding, Housing, Planning, Transportation

Organization	Position	Subject
SBCTA		Economic Development, Funding, Housing, Planning, Transportation

Bill information

Status:	05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/30/2025)(May be acted upon Jan 2026)
Summary:	The Office of Emergency Services (OES) is under the supervision of the Director of Emergency Services. During a state of war emergency, a state of emergency, or a local emergency, current law requires the director to coordinate the emergency activities of all state agencies in connection with that emergency. This bill would authorize the OES to prioritize funding and technical assistance under specified programs, including, but not limited to, for infrastructure and housing recovery projects, in communities that suffered a loss in population and businesses due to a major federal disaster, state of emergency, or local emergency and have unmet recovery needs as a result of a major federal disaster, state of emergency, or local emergency. (Based on 01/23/2025 text)
Location:	05/23/2025 - Assembly 2 YEAR
Introduced:	01/23/2025

AB 306 | **Schultz, D** | HTML | PDF

Building regulations: state building standards.

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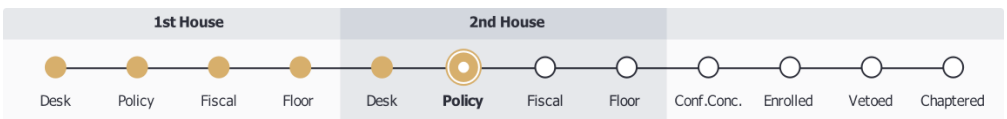


Tracking form

Organization	Position	Subject

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

COG		COG, Housing, Planning

Bill information

Status: 06/23/2025 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.

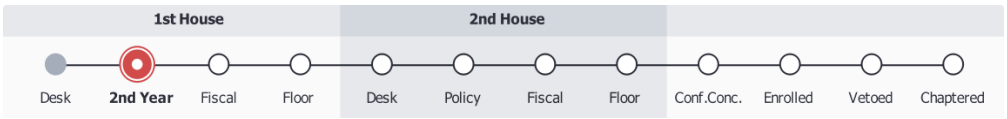
Summary: Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency. The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services. Current law requires the commission to approve and adopt building standards and to codify those standards in the California Building Standards Code (code). The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law requires, among other things, the building standards adopted and submitted by the department for approval by the commission, as specified, to be adopted by reference, with certain exceptions. Current law authorizes any city or county to make changes in those building standards that are published in the code, including to green building standards. Current law requires the governing body of a city or county, before making modifications or changes to those green building standards, to make an express finding that those modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions. This bill would, from October 1, 2025, to June 1, 2031, inclusive, prohibit a city or county from making changes that are applicable to residential units to the above-described building standards unless a certain condition is met, including that the commission deems those changes or modifications necessary as emergency standards to protect health and safety. (Based on 06/23/2025 text)

Location: 04/23/2025 - Senate Housing
Introduced: 01/23/2025
Last Amend: 06/23/2025

AB 307 | **Petrie-Norris, D** | **HTML** | **PDF**

Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Department of Forestry and Fire Protection: fire camera mapping system.

Progress bar



Tracking form

Organization	Position	Subject
COG		Budget, COG, Funding, Planning

Bill information

Status: 05/01/2025 - CORRECTION: Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. On 2/10/2025)(May be acted upon Jan 2026)

Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 authorized the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. Of these funds, the act makes available $1,500,000,000, upon appropriation by the Legislature, for wildfire prevention, including, among other

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

things, by making $25,000,000 available, upon appropriation by the Legislature, to the Department of Forestry and Fire Protection for technologies that improve detection and assessment of new fire ignitions. This bill would require, of the $25,000,000 made available to the department, $10,000,000 be allocated for purposes of the ALERTCalifornia fire camera mapping system. (Based on 01/23/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR
Introduced:	01/23/2025

AB 314 | **Arambula, D** | HTML | PDF

Affordable Housing and Sustainable Communities Program: project eligibility.

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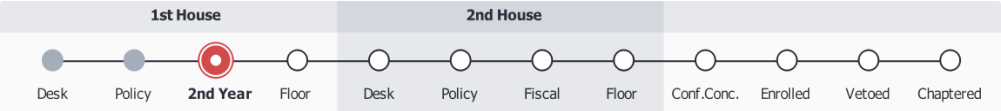

Tracking form

Organization	Position	Subject
COG		CEQA, COG, Commuter Rail, Economic Development, Funding, Housing, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		CEQA, COG, Commuter Rail, Economic Development, Funding, Housing, Planning, Transit, Transportation

Bill information

Status:	05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)
Summary:	Current law specifies the types of projects eligible for funding under the Affordable Housing and Sustainable Communities Program, including, among others, transit capital projects, active transportation capital projects, and transit-oriented development projects, as provided. This bill would expressly include certain transit capital projects and transit-oriented development projects near planned high-speed rail stations that meet specific criteria as eligible for funding under the program. (Based on 04/30/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Last Amend:**	04/30/2025
Introduced:	01/23/2025		

AB 317 | **Jackson, D** | HTML | PDF

California First Time Homeowner Dream Act.

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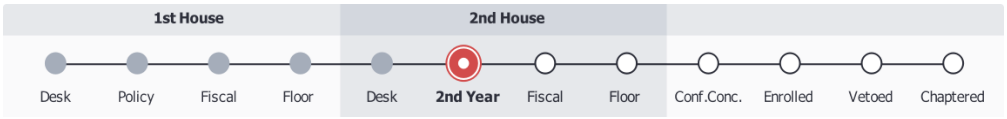
Attachment: Bill Report 11-25 (12089 : State Legislative Update)



Tracking form

Organization	Position	Subject
COG		CEQA, COG, Housing, Planning

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 6/4/2025)(May be acted upon Jan 2026)

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law exempts various projects from CEQA, including projects related to the conversion of a structure with a certificate of occupancy as a motel, hotel, residential hotel, or hostel to supportive or transitional housing, as defined, that meet certain conditions. This bill would exempt from CEQA the new construction of a single-family dwelling that meets specified conditions, including that the project contains one single-family dwelling that is 1,500 square feet or less with no more than 3 bedrooms, the property is intended to be sold to a first-time home buyer, and the lead agency determines that the developer of the project or the property owner provided sufficient legal commitments to meet the requirements of the exemption. The bill would require the lead agency, if it determines that a project qualifies for the exemption, to file a notice of exemption with the Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, and the county clerk, as specified. By placing additional requirements on the lead agency to make a determination on whether the CEQA exemption applies, and on local agencies to determine whether the project developer provided sufficient legal commitments, as described, the bill would impose a state-mandated local program. (Based on 04/29/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Last Amend:**	04/29/2025
Introduced:	01/24/2025		

AB 334 | **Petrie-Norris, D** | **HTML** | **PDF**

Operators of toll facilities: interoperability programs: vehicle information.

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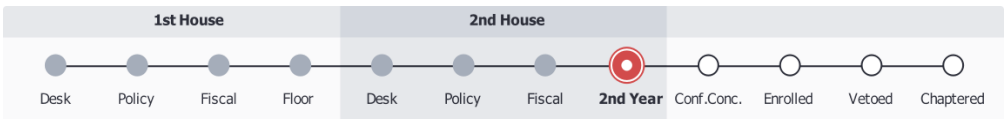

Tracking form

Organization	Position	Subject
SBCTA	Support	Express Lanes, Transportation

Bill information

Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Summary: Current law requires the Department of Transportation, in cooperation with the Golden Gate Bridge, Highway and Transportation District and all known entities planning to implement a toll facility, to develop and adopt functional specifications and standards for an automatic vehicle identification system in compliance with specified objectives, and generally requires any automatic vehicle identification system purchased or installed after January 1, 1991, to comply with those specifications and standards. Current law authorizes operators of toll facilities on federal-aid highways engaged in an interoperability program to provide, regarding a vehicle's use of the toll facility, only the license plate number, transponder identification number, date and time of the transaction, and identity of the agency operating the toll facility. This bill would instead authorize an operator of a toll facility on federal-aid highways engaged in an interstate interoperability program to provide to an out-of-state toll agency or interstate interoperability tolling hub only the information regarding a vehicle's use of the toll facility that is license plate data, transponder data, or transaction data, and that is listed as "required" by specified national interoperability specifications. If the operator needs to collect other types of information to implement interstate interoperability, the bill would prohibit the operator from selling or otherwise providing that information to any other person or entity, as specified. (Based on 07/17/2025 text)

Location:	09/11/2025 - Senate 2 YEAR	**Last Amend:**	07/17/2025
Introduced:	01/28/2025		

AB 339 | Ortega, D | HTML | PDF

Local public employee organizations: notice requirements.

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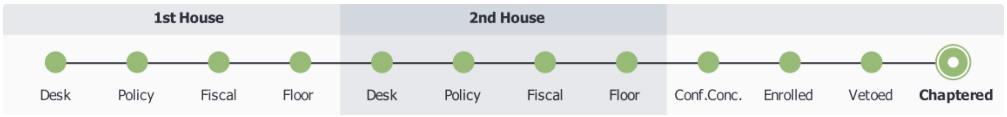

Tracking form

Organization	Position	Subject
SBCTA		Transit

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 687, Statutes of 2025.

Summary: The Meyers-Milias-Brown Act contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Current law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Current law requires the governing body of a public agency, and boards and commissions designated by law or by the governing body, to give reasonable written notice, except in cases of emergency, as specified, to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions. This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 45 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization, subject to certain exceptions. The bill would require the notice to include specified information, including the anticipated duration of the contract. (Based on 10/13/2025 text)

Location:	10/13/2025 - Assembly CHAPTERED	**Last Amend:**	08/29/2025
Introduced:	01/28/2025		

AB 370 | **Carrillo, D** | HTML | PDF

California Public Records Act: cyberattacks.

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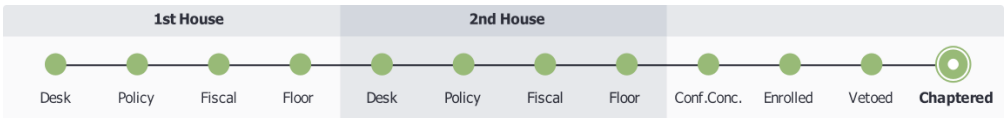

Tracking form

Organization	Position	Subject
COG		Open Meetings

Organization	Position	Subject
SBCTA		Open Meetings

Bill information

Status: 07/14/2025 - Chaptered by Secretary of State - Chapter 34, Statutes of 2025

Summary: The California Public Records Act requires state and local agencies to make their records available for public inspection, except as specified. Current law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person of the determination and the reasons therefor. Current law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, and defines "unusual circumstances" to include, among other things, the need to search for, collect, and appropriately examine records during a state of emergency when the state of emergency currently affects the agency's ability to timely respond to requests due to staffing shortages or closure of facilities, as provided. This bill would also expand the definition of unusual circumstances to include the inability of the agency, because of a cyberattack, to access its electronic servers or systems in order to search for and obtain a record that the agency believes is responsive to a request and is maintained on the servers or systems in an electronic format. (Based on 07/14/2025 text)

Location:	07/14/2025 - Assembly CHAPTERED	**Last Amend:**	03/12/2025
Introduced:	02/03/2025		

AB 390 | **Wilson, D** | HTML | PDF

Vehicles: highway safety.

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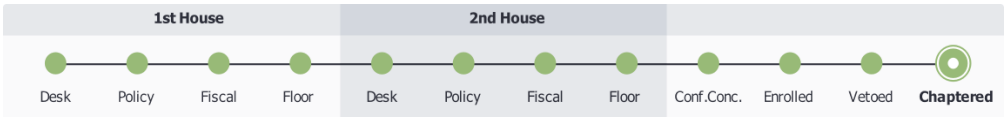
Attachment: Bill Report 11-25 (12089 : State Legislative Update)



Tracking form

Organization	Position	Subject
SBCTA		Express Lanes, Transportation

Bill information

Status: 07/28/2025 - Chaptered by Secretary of State - Chapter 58, Statutes of 2025

Summary: Current law requires a driver approaching, among others, a stationary marked Caltrans vehicle that is displaying flashing lights to approach with due caution and either change lanes to a lane not immediately adjacent to the vehicle, or, if unable to safely do so, slow to a reasonable and prudent speed, as specified. Current law makes a violation of that provision an infraction, punishable by a fine of not more than $50. This bill would expand that requirement to apply to all marked highway maintenance vehicles, as defined, and would also make that requirement applicable to any other stationary vehicle displaying flashing hazard lights or another warning device, including, but not limited to, cones, flares, or retroreflective devices. (Based on 07/28/2025 text)

Location:	07/28/2025 - Assembly CHAPTERED	**Last Amend:**	05/20/2025
Introduced:	02/03/2025		

AB 394 | **Wilson, D** | **HTML** | **PDF**

Public transportation providers.

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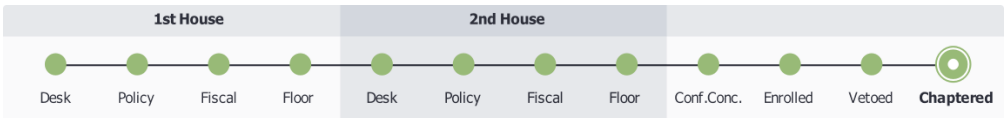

Tracking form

Organization	Position	Subject
SBCTA	Support	Commuter Rail, Transit, Transportation

Bill information

Status: 10/01/2025 - Chaptered by Secretary of State - Chapter 147, Statutes of 2025

Summary: Current law provides that when a battery is committed against the person of an operator, driver, or passenger on a bus, taxicab, streetcar, cable car, trackless trolley, or other motor vehicle, as specified, and the person who commits the offense knows or reasonably should know that the victim is engaged in the performance of their duties, the penalty is imprisonment in a county jail not exceeding one year, a fine not exceeding $10,000, or both the fine and imprisonment. Current law also provides that if the victim is injured, the offense would be punished by a fine not exceeding $10,000, by imprisonment in a county jail not exceeding one year or in the state prison for 16 months, 2, or 3 years, or by both that fine and imprisonment. This bill would expand this crime to apply to an employee, public transportation provider, or contractor of a public transportation provider. (Based on 10/01/2025 text)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Location:	10/01/2025 - Assembly CHAPTERED	**Last Amend:**	07/17/2025
Introduced:	02/03/2025		

AB 431 | **Wilson, D** | **HTML** | **PDF**

Advanced Air Mobility Infrastructure Act.

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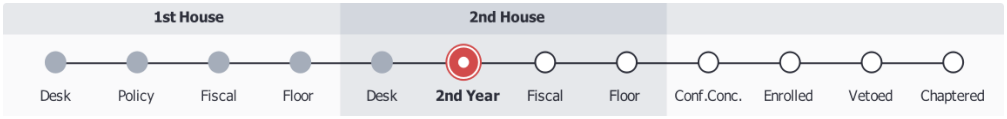

Tracking form

Organization	Position	Subject
SBCTA	Watch	California Public Records Act

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/11/2025)(May be acted upon Jan 2026)

Summary: The State Aeronautics Act governs various matters relative to aviation in the state, and authorizes the Department of Transportation to adopt, administer, and enforce rules and regulations for the administration of the act. Current law establishes the Advanced Air Mobility, Zero-Emission, and Electrification Aviation Advisory Panel to assess the feasibility and readiness of existing infrastructure to support a vertiport network to facilitate the development of advanced air mobility services, the development of a 3-year prioritized workplan for the state to advance advanced air mobility services, and pathways for promoting equity of access to advanced air mobility infrastructure, as specified. Current law requires the department, not later than January 1, 2025, to report to the Legislature on the infrastructure feasibility and readiness study and the 3-year prioritized workplan. This bill, the Advanced Air Mobility Infrastructure Act, would require the department to take certain actions related to advanced air mobility, as defined, including, among other things, developing a statewide plan, or updating the statewide aviation plan, to include vertiports, electric aviation charging, and the infrastructure needs of other advances in aviation technology, and designating a subject matter expert for advanced air mobility within the department, as specified. (Based on 04/30/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Last Amend:**	04/30/2025
Introduced:	02/05/2025		

AB 440 | **Ramos, D** | **HTML** | **PDF**

State bridges and overpasses: suicide prevention.

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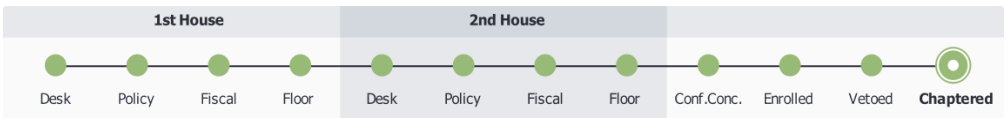

Tracking form

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Organization	Position	Subject
SBCTA	Support	Transportation

Bill information

Status: 10/03/2025 - Chaptered by Secretary of State - Chapter 262, Statutes of 2025

Summary: Current law requires the Department of Transportation to install screening on state freeway overpasses to prevent objects from being dropped or thrown upon vehicles passing underneath, as provided. This bill would require, on or before July 1, 2028, the department to identify best practices for the implementation of suicide countermeasures designed to deter suicide attempts on bridges and overpasses, as provided. (Based on 10/03/2025 text)

Location: 10/03/2025 - Assembly CHAPTERED

Last Amend: 09/03/2025

Introduced: 02/06/2025

AB 443 | **Bennett, D** | **HTML** | **PDF**

Energy Commission: integrated energy policy report: curtailed solar and wind generation: hydrogen production.

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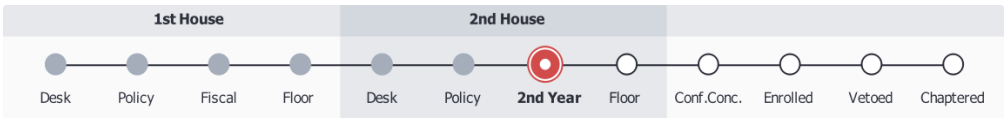

Tracking form

Organization	Position	Subject
COG		Air Quality, COG, Hydrogen, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		Air Quality, COG, Hydrogen, Planning, Transit, Transportation

Bill information

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)

Summary: Current law requires the State Energy Resources Conservation and Development Commission, beginning November 1, 2003, and biennially thereafter, to adopt an integrated energy policy report that contains an overview of major energy trends and issues facing the state, presents policy recommendations based on an in-depth and integrated analysis of the most current and pressing energy issues facing the state, and includes an assessment and forecast of system reliability and the need for resource additions, efficiency, and conservation, as specified. Current law also requires the commission, beginning November 1, 2004, and biennially thereafter, to prepare an energy policy review to update analyses from the integrated energy policy report or to raise energy issues that have emerged since the release of the integrated energy policy report, as specified. This bill would require the commission, as part of the 2027 edition of the integrated energy policy report, to include an assessment of the potential for using

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curtailed solar and wind generation to produce hydrogen, as provided. (Based on 02/06/2025 text)

Location:	08/29/2025 - Senate 2 YEAR
Introduced:	02/06/2025

AB 444 | **Wilson, D** | HTML | PDF

General plan: circulation element.

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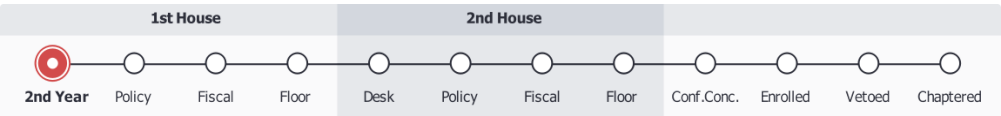

Tracking form

Organization	Position	Subject
COG		COG, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		COG, Planning, Transit, Transportation

Bill information

Status:	05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/6/2025)(May be acted upon Jan 2026)
Summary:	The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes certain mandatory elements, including a circulation element. Existing law requires a county or city, by January 1, 2028, to update its circulation element to meet specified requirements. This bill would make nonsubstantive changes to those provisions. (Based on 02/06/2025 text)
Location:	05/08/2025 - Assembly 2 YEAR
Introduced:	02/06/2025

AB 467 | **Fong, D** | HTML | PDF

Open meetings: teleconferences: neighborhood councils.

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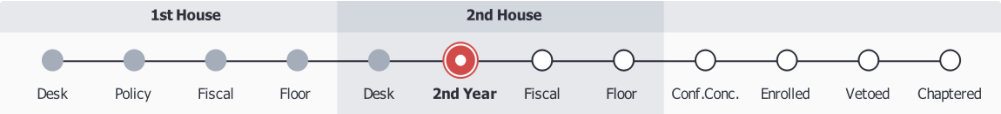

Tracking form

Organization	Position	Subject
COG		Open Meetings

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Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 5/14/2025)(May be acted upon Jan 2026)

Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified. This bill would extend the authorization for specified neighborhood city councils to use the alternate teleconferencing provisions described above until January 1, 2030. (Based on 04/21/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Last Amend:**	04/21/2025
Introduced:	02/06/2025		

AB 488 | **Tangipa, R** | HTML | PDF

Insurance: the California FAIR Plan Association.

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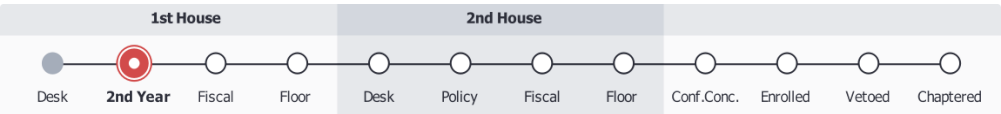

Tracking form

Organization	Position	Subject
COG		COG, Housing

Bill information

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was INS. on 2/24/2025)(May be acted upon Jan 2026)

Summary: Current law required, within 90 days after July 23, 2021, the California FAIR Plan Association to file a new or amended rate application for basic property insurance with the Insurance Commissioner. Current law also requires the association to establish and maintain a statewide toll-free telephone number through which a person may receive information and assistance in applying for insurance through the plan and to cause the toll-free telephone number to be published in all general distribution telephone directories in the state. This bill would repeal the requirement to file a new or amended rate application and would delete the requirement that the toll-free number be published in all general distribution telephone directories in the state. (Based on 02/10/2025 text)

Location:	05/08/2025 - Assembly 2 YEAR
Introduced:	02/10/2025

AB 505 | **Castillo, R** | HTML | PDF

Multifamily Housing Program: Homekey: report.

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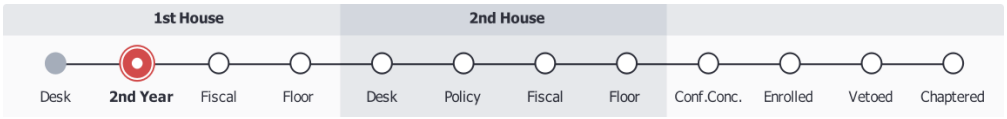

Tracking form

Organization	Position	Subject
SBCTA	Watch	California Public Records Act

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. & C.D. on 2/24/2025)(May be acted upon Jan 2026)

Summary: Current law establishes the Multifamily Housing Program administered by the Department of Housing and Community Development. Current law requires that specified funds appropriated to provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases be disbursed in accordance with the Multifamily Housing Program for specified uses. This disbursement program is referred to as Homekey. This bill would require the Legislative Analyst's Office to conduct an evaluation of the Homekey disbursement program described above to review the effectiveness of the program in relation to sustaining people experiencing homelessness, including, among other things, the number of housing units and projects funded since the program's inception, and the timeliness of the allocation of program funds provided to localities participating in the program, including, among other things, the average time between application submission and fund disbursement. (Based on 02/10/2025 text)

Location: 05/01/2025 - Assembly 2 YEAR
Introduced: 02/10/2025

AB 507 | Haney, D | HTML | PDF

Adaptive reuse: streamlining: incentives.

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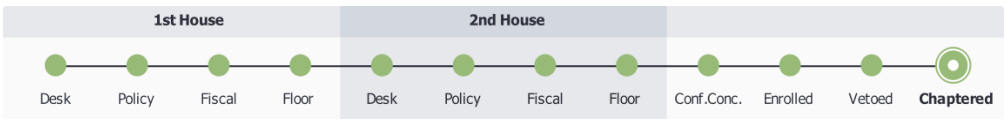

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 493, Statutes of 2025.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit, if the development satisfies certain objective planning

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standards, including that the development is a multifamily housing development that contains two or more residential units. This bill would deem an adaptive reuse project a use by right in all zones, regardless of the zoning of the site, and subject to a streamlined, ministerial review process if the project meets specified requirements, subject to specified exceptions. In this regard, an adaptive reuse project, in order to qualify for the streamlined, ministerial review process, would be required to be proposed for an existing building or structure that is less than 50 years old or meets certain requirements regarding the preservation of historic resources, including the signing of an affidavit declaring that the project will comply with the United States Secretary of the Interior's Standards for Rehabilitation for, among other things, the preservation of exterior facades of a building or structure that face a street, or receive federal or state historic rehabilitation tax credits, as specified. The bill would require an adaptive reuse project to meet specified affordability criteria. (Based on 10/10/2025 text)

Location:	10/10/2025 - Assembly CHAPTERED	**Last Amend:**	09/05/2025
Introduced:	02/10/2025		

AB 513 | **Gonzalez, Jeff, R** | **HTML** | **PDF**

California Global Warming Solutions Act of 2006: scoping plan.

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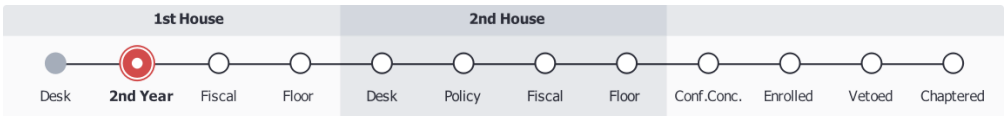

Tracking form

Organization	Position	Subject
SBCTA	Watch	California Public Records Act

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/24/2025)(May be acted upon Jan 2026)

Summary: The State Air Resources Board is required to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. The California Global Warming Solutions Act of 2006 requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. This bill would require the state board to include greenhouse gas emissions from wildlands and forest fires in the scoping plan. (Based on 02/10/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR
Introduced:	02/10/2025

AB 520 | **Castillo, R** | **HTML** | **PDF**

Homelessness and mental health: state funding information.

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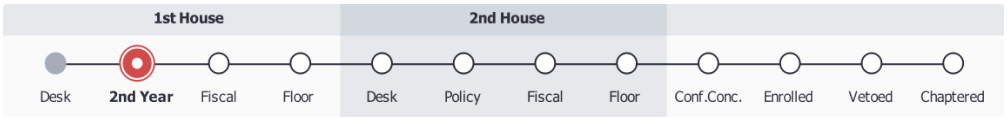

Tracking form

Organization	Position	Subject
SBCTA	Watch	California Public Records Act

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was HUM. S. on 4/24/2025)(May be acted upon Jan 2026)

Summary: Current law provides funding for homelessness prevention and mental health services through various state programs, such as Housing First, and the Early Psychosis Intervention Plus Program. Current law establishes the State Department of Health Care Services and, among other things, requires the department to implement certain mental health services through contracts with a county or counties acting jointly. Current law requires the Governor to create a California Interagency Council on Homelessness to serve as a statewide facilitator, coordinator, and policy development resource on ending homelessness in California, among other things. Current law requires the council to create a statewide data system with a goal of matching data on homelessness to programs impacting homeless recipients of state programs. This bill would require the Controller, by January 1, 2027, in collaboration with the department and the council to develop, publish, and maintain an online search portal that contains specified information relating to state funding for programs as described above. The bill would require the portal to include funding amounts provided in the current fiscal year and the previous 10 fiscal years, as well as specified information about the state program that received the funds and the department or agency that administers the program. (Based on 02/10/2025 text)

Location: 05/01/2025 - Assembly 2 YEAR
Introduced: 02/10/2025

AB 541 | **DeMaio, R** | **HTML** | **PDF**

California Public Records Act Ombudsperson.

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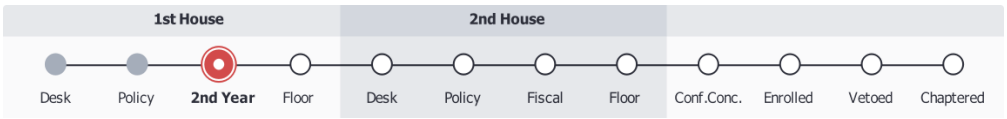

Tracking form

Organization	Position	Subject
SBCTA	Watch	California Public Records Act

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/23/2025)(May be acted upon Jan 2026)

Summary: Would, until January 1, 2029, and subject to appropriation, establish the Office of the California Public Records Act Ombudsperson. The bill would require the Governor to appoint the ombudsperson subject to certain requirements. The bill would require the

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ombudsperson to receive and investigate requests for review, as defined, determine whether the denials of original requests, as defined, complied with the California Public Records Act, and issue written opinions of its determination, as provided. The bill would require the ombudsperson to create a process to that effect, and would authorize a member of the public to submit a request for review to the ombudsperson consistent with that process. The bill would require the ombudsperson, within 30 days from receipt of a request for review, to make a determination, as provided, and would require the state agency to provide the public record if the ombudsperson determines that it was improperly denied. The bill would require the ombudsperson to create a process through which a person whose information is contained in a record being reviewed may intervene to assert their privacy and confidentiality rights, and would otherwise require the ombudsperson to maintain the privacy and confidentiality of records, as provided. The bill would require the ombudsperson to report to the Legislature, on or before March 31, 2027, and annually thereafter, on, among other things, the number of requests for review the ombudsperson has received in the prior year. (Based on 03/28/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Last Amend:**	03/28/2025
Introduced:	02/11/2025 (Spot bill)		

AB 555 | **Jackson, D** | **HTML** | **PDF**

Air resources: regulatory impacts: transportation fuel costs.

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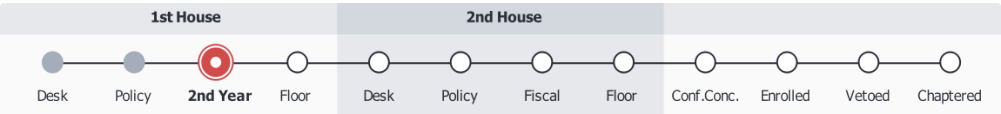

Tracking form

Organization	Position	Subject
COG		Air Quality, Cap & Trade, COG, Hydrogen, Planning, Transportation

Organization	Position	Subject
SBCTA		Air Quality, Cap & Trade, COG, Hydrogen, Planning, Transportation

Bill information

Status:	05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/7/2025)(May be acted upon Jan 2026)
Summary:	Would require the State Air Resources Board, on a quarterly basis, to submit to the relevant policy committees of the Legislature a report providing data and describing the impacts of its regulations of transportation fuels on the prices of those fuel to California consumers. (Based on 02/12/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR		
Introduced:	02/12/2025		

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AB 567 | DeMaio, R | HTML | PDF

Insurance: residential and commercial.

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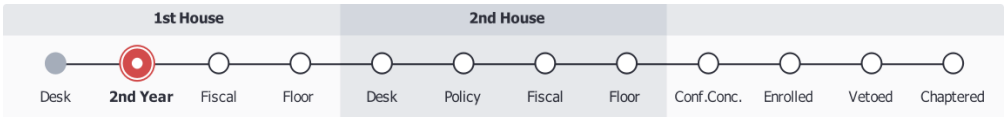

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was REV. & TAX SUSPENSE FILE on 4/21/2025)(May be acted upon Jan 2026)

Summary: Current law divides insurance into classes, including, among others, life insurance, fire insurance, and marine insurance. Under current law, an insurer is entitled to payment of the premium as soon as the subject matter insured is exposed to the peril insured against. This bill would require, upon an appropriation, the state to pay for any annual increase in residential property insurance rates that is above either an annual increase of 7% or the annual national average increase in residential insurance premiums, whichever is lower. The bill would require, by March 31, 2026, the Department of Insurance, in consultation with insurers in the insurance industry, to provide a report to the Legislature on, among other things, how to slash regulations on the insurance market to achieve efficiencies to keep residential property insurance rates at or below the annual national average increase in residential insurance premiums. (Based on 03/10/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Last Amend:**	03/10/2025
Introduced:	02/12/2025 (Spot bill)		

AB 590 | Lee, D | HTML | PDF

Social Housing Bond Act of 2026.

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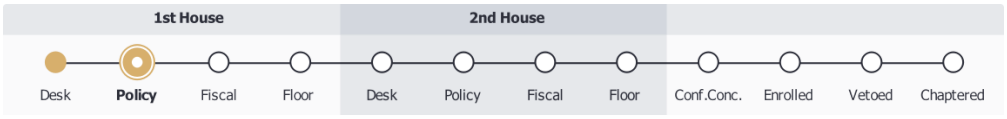

Tracking form

Organization	Position	Subject
COG		Budget, COG, Housing, Planning

Bill information

Status: 03/03/2025 - Referred to Com. on H. & C.D.

Summary: Under current law, there are programs providing assistance for, among other things, emergency housing, multifamily housing, farmworker housing, home ownership, and downpayment assistance for first-time home buyers. Current law also authorizes the issuance of bonds in specified amounts pursuant to the State General Obligation Bond Law and requires that proceeds from the sale of these bonds be used to finance various

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existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and housing-related parks. This bill would enact the Social Housing Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of $950,000,000 pursuant to the State General Obligation Bond Law, to fund social housing programs, as specified. The bill would create the California Housing Authority, which would be governed by the California Housing Authority Board, to ensure that social housing developments that are produced and acquired align with specified goals and would authorize the authority to issue the bonds and, upon appropriation of the Legislature, utilize funds from other sources to build more low, very low, and extremely low income housing. The bill would create the Social Housing Revolving Loan Fund to be used, upon appropriation of the Legislature, to provide zero-interest loan for the purpose of constructing housing to accommodate a mix of household incomes. (Based on 02/12/2025 text)

Location:	03/03/2025 - Assembly Housing and Community Development
Introduced:	02/12/2025 (Spot bill)

AB 609 | **Wicks, D** | HTML | PDF

California Environmental Quality Act: exemption: housing development projects.

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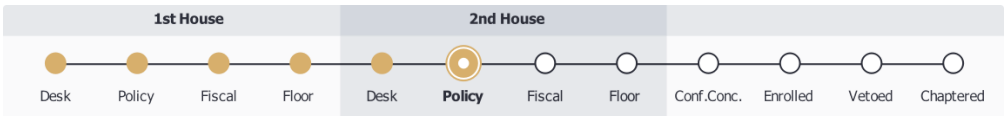

Tracking form

Organization	Position	Subject
COG		COG, Housing

Bill information

Status:	05/20/2025 - In Senate. Read first time. To Com. on RLS. for assignment.
Summary:	The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements various projects, including, but not limited to, housing projects that meet certain requirements. This bill would exempt from the requirements of CEQA a housing development project, as defined, that meets certain conditions relating to, for example, size, density, and location, including specific requirements for any housing on the project site located within 500 feet of a freeway. The bill would require a local government, as a condition of approval for the development, to require the development proponent to complete a specified environmental assessment regarding hazardous substance releases. If a recognized environmental condition is found, the bill would require the development proponent to complete a preliminary endangerment assessment and specified mitigation based on that assessment. Because a lead agency would be required to determine whether a housing development project qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 05/05/2025 text)

Location:	05/20/2025 - Senate Rules	**Last Amend:**	05/05/2025
Introduced:	02/13/2025		

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

AB 612 | Rogers, D | HTML | PDF

Transportation: Highway Design Manual: emergency response times.

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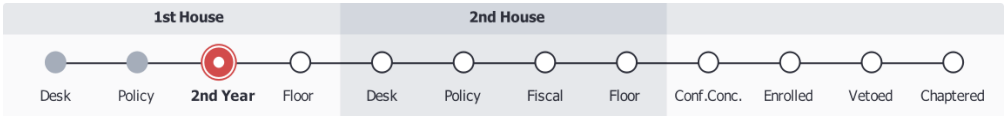

Tracking form

Organization	Position	Subject
SBCTA		Planning, Transportation

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/30/2025)(May be acted upon Jan 2026)

Summary: Would require the Department of Transportation, on or before January 1, 2026, to update the Highway Design Manual to direct local governments to consult with local fire departments when making road improvements to ensure the improvements do not negatively impact emergency response times. (Based on 02/13/2025 text)

Location: 05/23/2025 - Assembly 2 YEAR

Introduced: 02/13/2025

AB 657 | Alvarez, D | HTML | PDF

Otay Mesa East Toll Facility Act: public-private partnership agreements: toll revenues.

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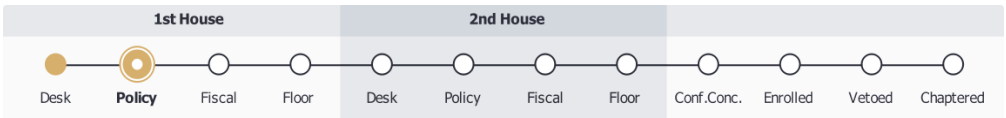

Tracking form

Organization	Position	Subject
SBCTA		Planning, Transportation

Bill information

Status: 09/09/2025 - Re-referred to Com. on TRANS.

Summary: The Otay Mesa East Toll Facility Act authorizes the San Diego Association of Governments (SANDAG) to carry out a construction project for the State Highway Route 11 corridor, including, among other things, highway improvements and international border crossing facilities, to be operated as a toll facility. Existing law authorizes SANDAG to fix and revise from time to time and charge and collect tolls and other charges only for entrance to or the use of the corridor, as provided. Current law authorizes SANDAG to use specified alternative project delivery methods under certain conditions. Existing law requires toll revenues to be used for specified costs, as provided. Current law defines “project” for purposes of the act to include facilities, whether or not now in existence, acquired or constructed to facilitate the movement of goods and people along the corridor or at the Otay Mesa East Port of Entry. This bill would revise and recast the act by, among

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other things, (1) revising the definition of “project” for purposes of the act to include facilities, whether or not now in existence, acquired or constructed to facilitate the movement of goods and people adjacent to the Otay Mesa East Port of Entry or to facilitate the generation of revenue for, or related to, the Otay Mesa East Port of Entry, (2) authorizing public-private partnerships, as specified, as an alternative project delivery method, (3) authorizing SANDAG to also impose tolls and other charges for the use of a project or property covered by the act, and (4) adding payments to a private partner under a public-private partnership agreement to the categories of costs for which toll revenues are used under the act, as provided. (Based on 09/08/2025 text)

Location:	09/08/2025 - Assembly Transportation	**Last Amend:**	09/08/2025
Introduced:	02/14/2025		

AB 670 | Quirk-Silva, D | HTML | PDF

Planning and zoning: housing element: converted affordable housing units.

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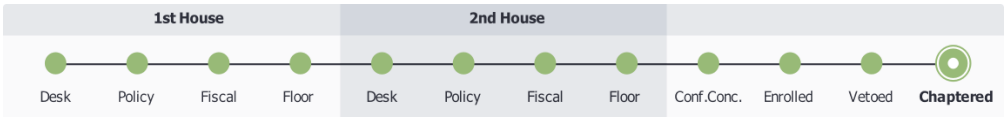

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 701, Statutes of 2025.

Summary: The Planning and Zoning Law requires each city, county, and city and county to adopt a general plan that includes, among other things, a housing element. After a legislative body has adopted all or part of a general plan, current law requires a planning agency among other things, to provide by April 1 of each year an annual report to specified entities that includes prescribed information, including the number of housing development applications received in the prior year, as specified, the number of units of housing demolished, and the number of new units of housing, as specified. This bill would, beginning with the report due by April 1, 2027, require specified information to be included in the report, including additional information regarding units of new housing, the units of housing demolished, and a report on replacement housing units, as specified. (Based on 10/13/2025 text)

Location:	10/13/2025 - Assembly CHAPTERED	**Last Amend:**	09/05/2025
Introduced:	02/14/2025		

AB 698 | Wicks, D | HTML | PDF

Local taxation: real property transfers.

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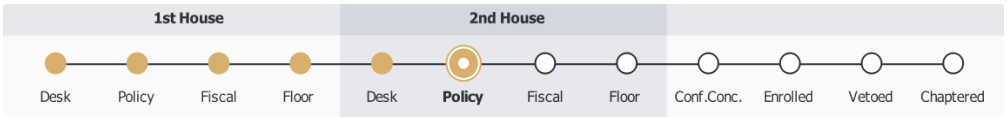

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 06/09/2025 - In Senate. Read first time. To Com. on RLS. for assignment.

Summary: Current statutory law, enacted by Proposition 62, as approved by the voters at the November 4, 1986, statewide general election, prohibits a local government or district from imposing any transaction tax or sales tax on the sale of real property within the city, county, or district, except as provided. The California Constitution authorizes cities organized under a charter to make and enforce all ordinances and regulations in respect to municipal affairs, which supersede inconsistent general laws. Existing law, the Documentary Transfer Tax Act, authorizes the imposition of a tax by a county or city, as provided, with respect to specified instruments that transfer specified interests in real property. This bill would require a legislative body of a city, as specified, before it adopts any transfer tax on the sale of real property, to develop and post on its internet website an analysis that examines, at a minimum, the effect of the proposed transfer tax on, among other things, the production of affordable housing, including affordable housing produced by market-rate housing projects. (Based on 06/02/2025 text)

Location:	06/09/2025 - Senate Rules	**Last Amend:**	06/02/2025
Introduced:	02/14/2025		

AB 712 | **Wicks, D** | **HTML** | **PDF**

Housing reform laws: enforcement actions: fines and penalties.

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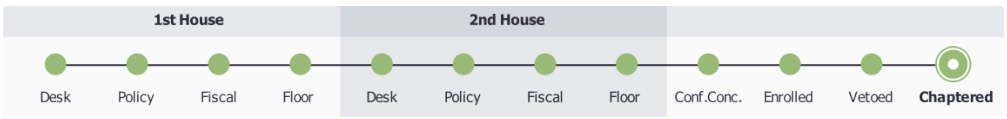

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 496, Statutes of 2025.

Summary: Current law within the Planning and Zoning Law describes various reforms and incentives enacted by the Legislature to facilitate and expedite the construction of affordable housing. Current law within the Planning and Zoning Law, in certain civil actions or proceedings against a public entity that has issued specified approvals for a housing development, authorizes a court to award all reasonably incurred costs of suit to a prevailing public entity or nonprofit housing corporation that is a real party in interest and the permit applicant of the low- or moderate-income housing if the court makes specified findings. This bill, where the applicant for a housing development is a prevailing party in

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an action brought by the applicant to enforce the public agency's compliance with a housing reform law as applied to the applicant's housing development project, would entitle an applicant for a housing development project to reasonable attorney's fees and costs and would require a court to impose fines on a local agency, as specified. The bill would extend any period of limitation for actions under any state law for a period of 60 days beginning on the date the applicant provides written notice to the local agency indicating its intent to commence an action. The bill would prohibit a public agency from requiring the applicant to indemnify, defend, or hold harmless the public agency in any action alleging the public agency violated the applicant's rights or deprived the applicant of the benefits or protection provide by a housing reform law. (Based on 10/10/2025 text)

Location:	10/10/2025 - Assembly CHAPTERED	**Last Amend:**	07/03/2025
Introduced:	02/14/2025		

AB 716 | **Carrillo, D** | **HTML** | **PDF**

Fire safety standards: hydrogen facilities.

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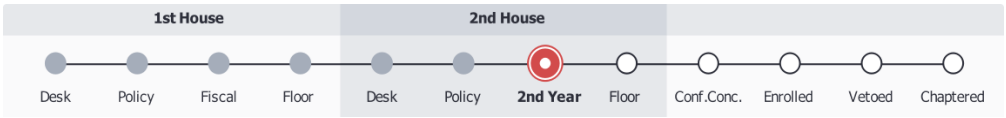

Tracking form

Organization	Position	Subject
COG		Air Quality, CEQA, COG, Commuter Rail, Economic Development, Goods Movement, Hydrogen, Planning, Transportation

Organization	Position	Subject
SBCTA		Air Quality, CEQA, COG, Commuter Rail, Economic Development, Goods Movement, Hydrogen, Planning, Transportation

Bill information

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Summary: Would require the State Fire Marshal to appoint a hydrogen fire expert to answer questions and provide clarification on the implementation of hydrogen production, storage, and distribution facilities, ensuring that hydrogen facilities comply with the most up-to-date fire safety standards. The bill would require the State Fire Marshal to provide ongoing training to local fire departments and building inspectors to ensure that hydrogen-related safety protocols are understood and enforced statewide. (Based on 07/14/2025 text)

Location:	08/29/2025 - Senate 2 YEAR	**Last Amend:**	07/14/2025
Introduced:	02/14/2025		

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

AB 726 | Ávila Farías, D | HTML | PDF

Planning and zoning: annual report: rehabilitated units.

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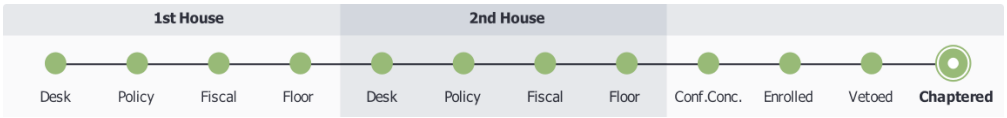

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 704, Statutes of 2025.

Summary: The Planning and Zoning Law, requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, and the Department of Housing and Community Development. Current law requires the annual report to include, among other things, the city's or county's progress in meeting its share of regional housing needs, as specified. This bill would permit a local agency to include in its annual report the number of units of existing deed-restricted affordable housing within a specified affordability threshold that are at least 15 years old and have been substantially rehabilitated with at least $60,000 per unit in funds awarded from the city or county, as specified. The bill would prohibit any of the units included in the annual report from being considered when determining affordability requirements for the purposes of eligibility for streamlined approvals, as specified. (Based on 10/13/2025 text)

Location: 10/13/2025 - Assembly CHAPTERED

Last Amend: 09/04/2025

Introduced: 02/18/2025

AB 735 | Carrillo, D | HTML | PDF

Planning and zoning: logistics use developments: truck routes.

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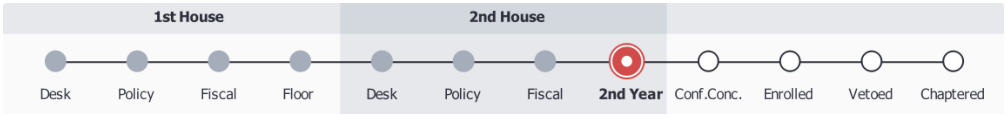

Tracking form

Organization	Position	Subject
COG	Oppose Unless Amend	Air Quality, Economic Development, Goods Movement, Planning, Transportation

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Organization	Position	Subject
SBCTA	Oppose Unless Amend	Air Quality, Economic Development, Goods Movement, Planning, Transportation

Bill information

Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)

Summary: Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including “21st century warehouse,” and “tier 1 21st century warehouse,” for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Current law, subject to specified exceptions, defines “logistics use” for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in effect at the time that the building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. The bill would revise the definition of “logistics use” and instead define “logistics use development” for these purposes to mean a building that is primarily used as a warehouse for the movement or the storage of cargo, goods, or products that are moved to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. (Based on 09/09/2025 text)

Location: 09/13/2025 - Senate 2 YEAR
Introduced: 02/18/2025
Last Amend: 09/09/2025

AB 736 | Wicks, D | HTML | PDF

The Affordable Housing Bond Act of 2026.

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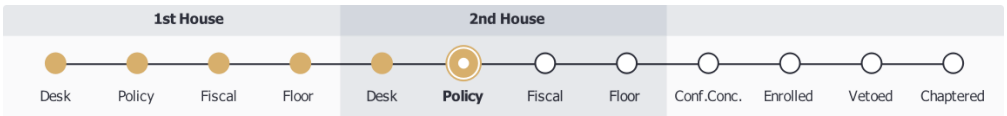

Tracking form

Organization	Position	Subject
COG		Budget, COG, Housing, Planning

Bill information

Status: 06/04/2025 - In Senate. Read first time. To Com. on RLS. for assignment.

Summary: Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General

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Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 04/10/2025 text)

Location:	06/04/2025 - Senate Rules	**Last Amend:**	04/10/2025
Introduced:	02/18/2025		

AB 782 | Quirk-Silva, D | HTML | PDF

Subdivisions: security.

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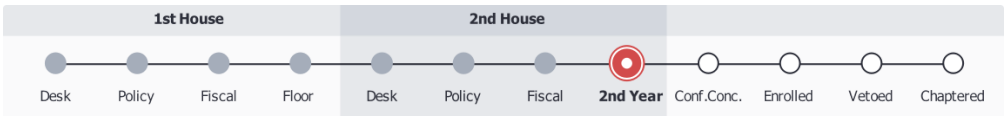

Tracking form

Organization	Position	Subject
COG		Housing, Planning

Bill information

Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/12/2025)(May be acted upon Jan 2026)

Summary: The Subdivision Map Act requires prescribed security from a developer if the act or a local ordinance authorizes or requires the furnishing of security in connection with the performance of any act or agreement. Current law requires the Real Estate Commissioner to make an examination of any subdivision, and to, unless there are grounds for denial, issue to the subdivider a public report authorizing the sale or lease of the lots or parcels within the subdivision. Current law specifies the grounds for denial, including, among other things, the inability to demonstrate that adequate financial arrangements have been made for all offsite improvements included in the offering or the inability to demonstrate that adequate financial arrangements have been made for any community, recreational, or other facilities included in the offering. This bill would prohibit the Real Estate Commissioner, in issuing a public report for a residential development or project, from requiring the furnishing of a security in connection with the performance of any act or agreement related to an improvement if the Real Estate Commissioner determines that security sufficient to protect the interests of purchasers, owners, and lessees, as necessary, has been furnished to a local agency for the same improvement pursuant to the provisions above requiring security under the Subdivision Map Act. (Based on 07/16/2025 text)

Location:	09/12/2025 - Senate 2 YEAR	**Last Amend:**	07/16/2025
Introduced:	02/18/2025		

AB 790 | Ávila Farías, D | HTML | PDF

Homelessness: single women with children.

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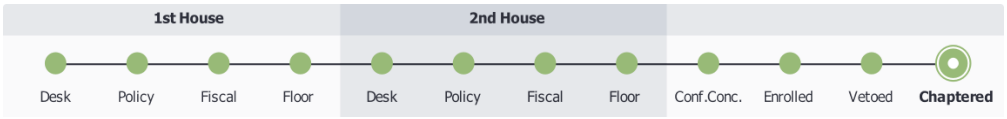

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 499, Statutes of 2025.

Summary: Current law requires cities, counties, and continuums of care receiving state funding to address homelessness on or after January 1, 2024, to include families, people fleeing or attempting to flee domestic violence, and unaccompanied women within the vulnerable populations for whom specific system supports are developed to maintain homeless services and housing delivery. Current law also requires the cities, counties, and continuums of care to develop analyses and goals with victim service providers to address the specific needs of the above-described population with data measures not included within the Homeless Management Information System, in accordance with federal policies and specified guidelines. Current law requires the Interagency Council on Homelessness to set and measure progress on goals to prevent and end homelessness among domestic violence survivors and their children and among unaccompanied women in California. This bill would specifically include women with children in the populations described above. The bill would require the cities, counties, and continuums of care developing the analyses and goals described above to the Interagency Council on Homelessness. (Based on 10/10/2025 text)

Location: 10/10/2025 - Assembly CHAPTERED

Last Amend: 05/05/2025

Introduced: 02/18/2025 (Spot bill)

AB 854 | **Petrie-Norris, D** | **HTML** | **PDF**

California Environmental Quality Act: exemptions.

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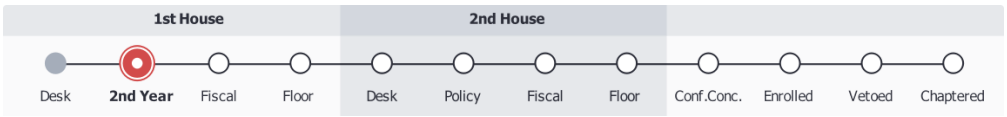

Tracking form

Organization	Position	Subject
COG		CEQA, COG, Commuter Rail, Economic Development, Goods Movement, Housing, Hydrogen, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		CEQA, COG, Commuter Rail, Economic Development, Goods

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	Movement, Housing, Hydrogen, Planning, Transit, Transportation

Bill information

Status:	05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 4/24/2025)(May be acted upon Jan 2026)
Summary:	The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from CEQA projects that consist of the inspection, maintenance, repair, restoration, reconditioning, reconductoring with advanced conductors, replacement, or removal of a transmission wire or cable used to conduct electricity or other piece of equipment that is directly attached to the wire or cable and that meet certain requirements. If a lead agency determines that a project is exempt from CEQA pursuant to the above provision, the bill would require the lead agency to file a notice of exemption with the Office of Land Use and Climate Innovation and the county clerk in each county in which the project is located, as provided. By increasing the duties of a lead agency, the bill would impose a state-mandated local program. (Based on 04/22/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR	**Last Amend:**	04/22/2025
Introduced:	02/19/2025 (Spot bill)		

AB 891 | **Zbur, D** | **HTML** | **PDF**

Transportation: Quick-Build Pilot Program.

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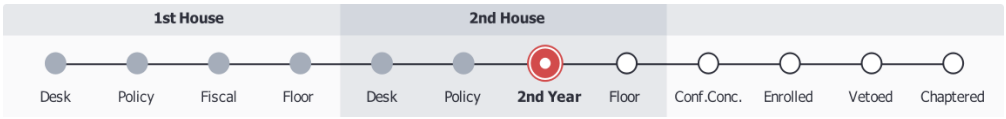

Tracking form

Organization	Position	Subject
SBCTA		CEQA, Funding, Planning, Transportation

Bill information

Status:	08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)
Summary:	Would establish the Quick-Build Pilot Program to expedite development and implementation of low-cost improvements on the state highway system, as specified. The bill would require the Department of Transportation, on or before December 31, 2027, to develop and publish guidance for the deployment of district quick-build improvements. The bill would require the department, on or before December 31, 2028, to identify and commit to funding a minimum of 6 quick-build improvements statewide. (Based on 06/25/2025 text)

Location:	08/25/2025 - Senate 2 YEAR	**Last Amend:**	06/25/2025
Introduced:	02/19/2025		

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AB 902 | Schultz, D | HTML | PDF

Transportation projects: barriers to wildlife movement.

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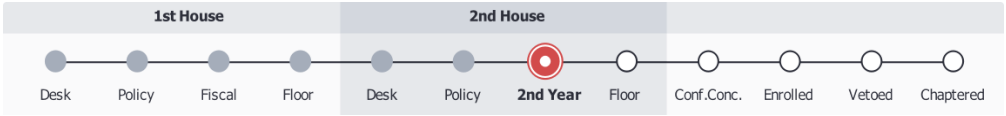

Tracking form

Organization	Position	Subject
COG		Air Quality, COG, Planning, Transportation

Organization	Position	Subject
SBCTA		Air Quality, COG, Planning, Transportation

Bill information

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Summary: Current law requires the Department of Transportation (Caltrans), for any project on the state highway system in a connectivity area that adds a traffic lane or that has the potential to significantly impair wildlife connectivity, to perform an assessment, in consultation with the Department of Fish and Wildlife (DFW), to identify potential wildlife connectivity barriers and any needs for improved permeability, as specified. Current law requires the implementing agency to remediate barriers to wildlife connectivity in conjunction with the project if any structural barrier to wildlife connectivity exists or will be added by the project for target species in the connectivity area, as provided. Current law authorizes Caltrans to use compensatory mitigation credits to satisfy this requirement if DFW concurs with the use of those credits. This bill would require a lead agency to incorporate appropriate wildlife passage features into a transportation infrastructure project in a connectivity area, as specified. By requiring a lead agency to expand the scope of its transportation project, the bill would impose a state-mandated local program. (Based on 07/10/2025 text)

Location: 08/28/2025 - Senate 2 YEAR
Introduced: 02/19/2025
Last Amend: 07/10/2025

AB 906 | González, Mark, D | HTML | PDF

Planning and zoning: housing elements: affirmatively furthering fair housing.

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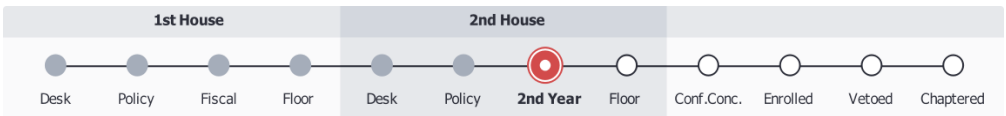

Tracking form

Organization	Position	Subject

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COG		COG, Housing, Planning

Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. on 7/2/2025)(May be acted upon Jan 2026)

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element. Current law requires the housing element to include, among other things, an inventory of land suitable and available for residential development, including specified sites, an analysis of the relationship of zoning and public facilities and services to these sites (first analysis), and an analysis of the relationship of the sites identified in the land inventory to the jurisdiction's duty to affirmatively further fair housing (2nd analysis). This bill would remove the requirement on cities and counties to include the 2nd analysis in their housing elements. (Based on 06/23/2025 text)

Location: 08/28/2025 - Senate 2 YEAR
Introduced: 02/19/2025
Last Amend: 06/23/2025

AB 915 | Petrie-Norris, D | HTML | PDF

Dam safety: state supervision: exceptions.

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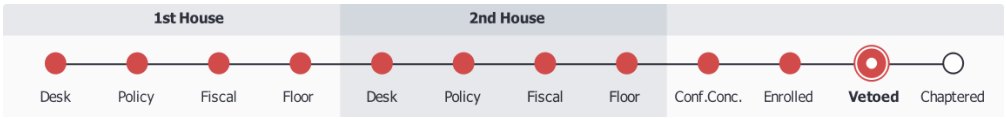

Tracking form

Organization	Position	Subject
COG		Air Quality, Budget, Commuter Rail, Economic Development, Funding, Hydrogen, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		Air Quality, Budget, Commuter Rail, Economic Development, Funding, Hydrogen, Planning, Transit, Transportation

Bill information

Status: 10/01/2025 - Vetoed by Governor. Consideration of Governor's veto pending.

Summary: Current law regulates the construction and operation of dams and exempts certain structures for these purposes. Current law exempts certain wastewater treatment and storage ponds constructed as part of a wastewater control facility, as provided, from the requirements for state regulation and supervision of the safety of dams. This bill would additionally exempt from the requirements for state regulation and supervision of the safety of dams certain water storage facilities, structures, and activities associated with an energy storage system facility located in the County of Kern, as specified, that uses compressed air technology and meets certain criteria, including, among other things, a maximum water pool height of 25 feet or less from the final engineered grade, a maximum

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storage capacity of 1,500 acre-feet or less, and supervision of the design and construction by a registered civil engineer. (Based on 09/16/2025 text)

Location:	10/01/2025 - Assembly VETOED	**Last Amend:**	07/17/2025
Introduced:	02/19/2025		

AB 920 | Caloza, D | HTML | PDF

Permit Streamlining Act: housing development projects: centralized application portal.

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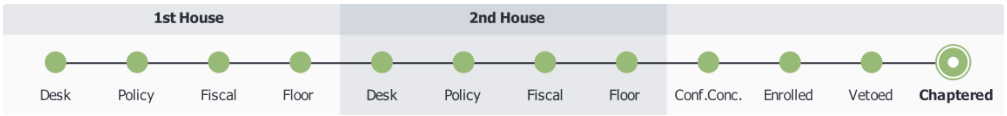

Tracking form

Organization	Position	Subject
COG		CEQA, COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 501, Statutes of 2025.

Summary: The Permit Streamlining Act requires a public agency that is the lead agency for a development project to approve or disapprove that project within specified time periods. Current law requires a city or county that has an internet website to, among other things, make a fee estimate tool that the public can use to calculate an estimate of fees and exactions for a proposed housing development project available on its internet website. This bill would require a city or county with a population of 150,000 or more persons to make a centralized application portal available on its internet website to applicants for housing development projects, as prescribed. The bill would, notwithstanding that provision, authorize a city or county described above to make a centralized application portal available on its internet website no later than January 1, 2030, if the legislative body of the city or county, on or before January 1, 2028, takes certain action, including initiating a procurement process to make a centralized application portal available on its internet website. The bill would require the centralized application portal to allow for tracking of the status of an application. The bill would specify that a city or county is not required to provide the status of any permit or inspection required by another local agency, a state agency, or a utility provider. (Based on 10/10/2025 text)

Location:	10/10/2025 - Assembly CHAPTERED	**Last Amend:**	07/07/2025
Introduced:	02/19/2025 (Spot bill)		

AB 939 | Schultz, D | HTML | PDF

The Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026.

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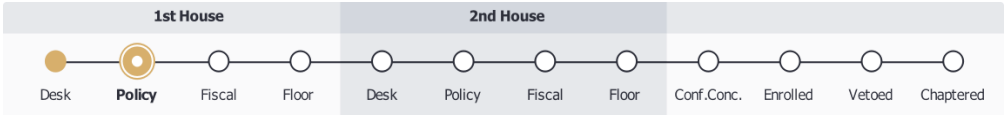

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Tracking form

Organization	Position	Subject
COG		Budget, COG, Commuter Rail, Economic Development, Funding, Hydrogen, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		Budget, COG, Commuter Rail, Economic Development, Funding, Hydrogen, Planning, Transit, Transportation

Bill information

Status: 03/10/2025 - Referred to Com. on TRANS.

Summary: Would enact the Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of $20,000,000,000 pursuant to the State General Obligation Bond Law to finance transit and passenger rail improvements, local streets and roads and active transportation projects, zero-emission vehicle investments, transportation freight infrastructure improvements, and grade separations and other critical safety improvements. The bill would provide for the submission of the bond act to the voters at the November 3, 2026, statewide general election. (Based on 02/19/2025 text)

Location: 03/10/2025 - Assembly Transportation

Introduced: 02/19/2025

AB 954 | **Bennett, D** | **HTML** | **PDF**

Interregional transportation strategic plan: bicycle highways.

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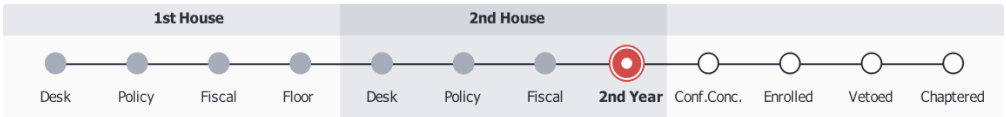

Tracking form

Organization	Position	Subject
COG		COG, Funding, Planning, Transportation

Organization	Position	Subject
SBCTA		COG, Funding, Planning, Transportation

Bill information

Status: 09/11/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 8/29/2025)(May be acted upon Jan 2026)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Summary: Current law requires transportation projects included in the interregional transportation improvement program (ITIP) to be consistent with the interregional transportation strategic plan (ITSP). Current law requires the Department of Transportation to submit the ITSP to the California Transportation Commission for approval and requires the ITSP, among other things, to be directed at achieving a high functioning and balanced interregional transportation system and consistent with the California Transportation Plan. This bill would require, to the extent feasible and consistent with the California Transportation Plan, the department to assess incorporating bicycle highways into strategic interregional corridors within the ITSP. (Based on 06/30/2025 text)

Location:	09/11/2025 - Senate 2 YEAR	**Last Amend:**	06/30/2025
Introduced:	02/20/2025		

AB 956 | Quirk-Silva, D | HTML | PDF

Accessory dwelling units: ministerial approval: single-family dwellings.

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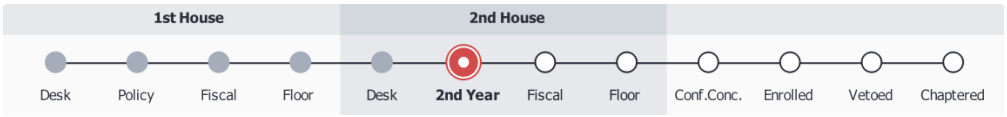

Tracking form

Organization	Position	Subject
COG		COG, Economic Development, Housing, Planning

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HOUSING on 6/4/2025)(May be acted upon Jan 2026)

Summary: Current law requires a local agency to ministerially approve building permit applications within a residential or mixed-use zone to create, among others, one detached, new construction, accessory dwelling unit that does not exceed 4-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling, as specified. This bill would increase the number of detached, new construction, accessory dwelling units that a local agency is required to ministerially approve on lots with a proposed or existing single-family dwelling, as described above, to 2. By imposing new duties on local governments with respect to the approval of accessory dwelling units, the bill would impose a state-mandated local program. (Based on 03/17/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Last Amend:**	03/17/2025
Introduced:	02/20/2025		

AB 975 | Gallagher, R | HTML | PDF

Lake and streambed alteration agreements: exemptions: culverts and bridges.

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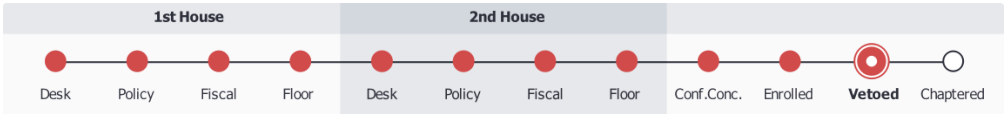

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Tracking form

Organization	Position	Subject
COG		CEQA, COG, Planning, Transportation

Organization	Position	Subject
SBCTA		CEQA, COG, Planning, Transportation

Bill information

Status: 10/01/2025 - Vetoed by Governor. Consideration of Governor's veto pending.

Summary: Current law prohibits a person, a state or local governmental agency, or a public utility from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or depositing or disposing of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, unless prescribed requirements are met, including written notification to the Department of Fish and Wildlife regarding the activity. Current law requires the department to determine whether the activity may substantially adversely affect an existing fish and wildlife resource and, if so, to provide a draft lake or streambed alteration agreement to the person, agency, or utility. Current law prescribes various requirements for lake and streambed alteration agreements. Existing law also establishes various exemptions from these provisions. This bill would, until January 1, 2027, exempt from these provisions, subject to certain requirements, projects to repair or reconstruct a bridge 30 feet long or less or a culvert 70 feet long or less within the County of Sutter that has been damaged or destroyed as a result of fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, between January 1, 2022, and December 31, 2024, inclusive, except as specified. (Based on 09/16/2025 text)

Location: 10/01/2025 - Assembly VETOED

Last Amend: 09/02/2025

Introduced: 02/20/2025

AB 1010 | **Rodriguez, Michelle, D** | **HTML** | **PDF**

Local government: broadband: traffic control requirements: state standard.

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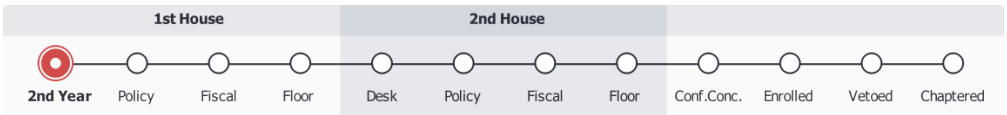

Tracking form

Organization	Position	Subject
COG		COG, Economic Development, Planning

Bill information

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/20/2025)(May be acted upon Jan 2026)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Summary: Current law authorizes any municipal corporation to acquire, construct, own, operate, or lease any public utility, and provides that "public utility" for these purposes means to supply the inhabitants of that municipal corporation with specified services, including a means of communication. Current law similarly authorizes a municipal utility district and a public utility district to acquire, construct, own, operate, control, or use works for supplying the inhabitants of the district with specified services, including a means of communication. Current law authorizes a county service area to acquire, construct, improve, maintain, and operate broadband internet access services. This bill would state the intent of the Legislature to enact legislation to implement a state standard of traffic control requirements for local governments during broadband deployment. (Based on 02/20/2025 text)

Location: 05/08/2025 - Assembly 2 YEAR
Introduced: 02/20/2025 (Spot bill)

AB 1070 | Ward, D | HTML | PDF

Transit districts: governing boards: compensation: nonvoting members.

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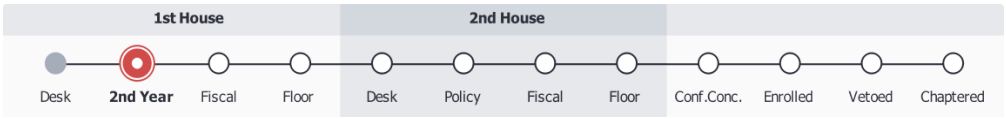

Tracking form

Organization	Position	Subject
SBCTA		Open Meetings, Transit, Transportation

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 3/17/2025)(May be acted upon Jan 2026)

Summary: Current law provides for the formation of various transit districts and specifies the duties and powers of their governing boards. Current law authorizes a transit district to compensate a member of the governing board for attending a board meeting and for engaging in other district business, as provided. This bill would prohibit a transit district from compensating a member of the governing board unless the member demonstrates personal use of the transit system, as specified. The bill would require the governing board of a transit district to include 2 nonvoting members and 4 alternate nonvoting members, as specified. The bill would require nonvoting members and alternate nonvoting members to have certain rights and protections, including the right to attend and participate in all public meetings of the governing board, except as specified. The bill would require the chair of the governing board of a transit district to exclude these nonvoting members from meetings discussing, among other things, negotiations with labor organizations. (Based on 04/03/2025 text)

Location: 05/01/2025 - Assembly 2 YEAR
Introduced: 02/20/2025
Last Amend: 04/03/2025

AB 1089 | Carrillo, D | HTML | PDF

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Western Joshua Tree Conservation Act: industrial projects and commercial projects: tree removal and trimming.

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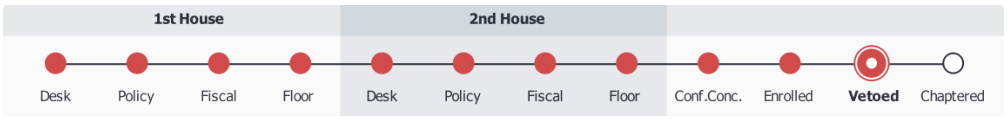

Tracking form

Organization	Position	Subject
COG		COG, Economic Development, Housing, Planning

Bill information

Status: 10/03/2025 - Vetoed by Governor. Consideration of Governor's veto pending.

Summary: The Western Joshua Tree Conservation Act prohibits any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided. Current law authorizes the Department of Fish and Wildlife to enter into an agreement with any county or city to delegate to the county or city the ability to authorize the taking of a western Joshua tree associated with developing single-family residences, multifamily residences, accessory structures, and public works projects concurrent with its approval of the project if certain conditions are met. Current law authorizes any person or public agency receiving a take authorization for a project to pay specified fees in lieu of satisfying the mitigation obligation on several bases, including if the project receives a permit issued by a county or city. This bill would additionally authorize the department to enter into an agreement with any city to delegate to the city the ability to authorize the taking of western Joshua trees associated with developing commercial and industrial projects. The bill would, relative to other project types subject to delegated local mitigation authority, limit the bases for commercial or industrial projects to pay specified fees in lieu of satisfying the mitigation obligation, as provided. (Based on 09/16/2025 text)

Location: 10/03/2025 - Assembly VETOED

Last Amend: 07/21/2025

Introduced: 02/20/2025

AB 1114 | Ávila Farías, D | HTML | PDF

Emergency vehicles: fee and toll exemptions.

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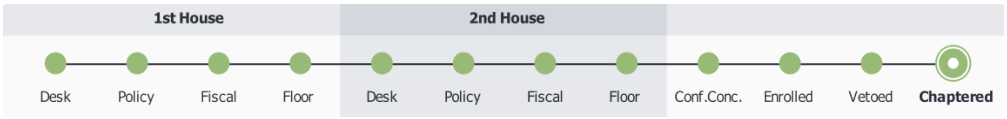

Tracking form

Organization	Position	Subject
SBCTA		Express Lanes, Transportation

Bill information

Status: 07/30/2025 - Chaptered by Secretary of State - Chapter 87, Statutes of 2025

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Summary: Current law provides for the exemption of authorized emergency vehicles from the payment of a toll or charge on a vehicular crossing, toll highway, or high-occupancy toll (HOT) lane and any related fines, when the authorized emergency vehicle is being driven under specified conditions, including, among others, the vehicle is displaying an exempt license plate and a public agency identification, such as “Police.”This bill would include in the exemption of an authorized emergency vehicle exempt from the payment of a toll or charge a vehicle displaying an exempt license plate and “Ambulance.” (Based on 07/30/2025 text)

Location:	07/30/2025 - Assembly CHAPTERED	**Last Amend:**	06/12/2025
Introduced:	02/20/2025		

AB 1132 | Schiavo, D | HTML | PDF

Department of Transportation: climate change vulnerability assessment: community resilience assessment.

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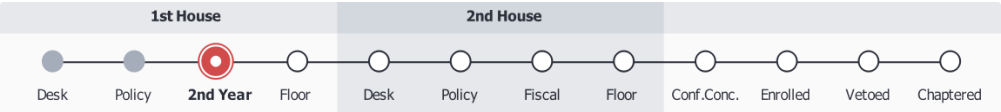

Tracking form

Organization	Position	Subject
COG		Air Quality, COG, Planning, Transportation

Organization	Position	Subject
SBCTA		Air Quality, COG, Planning, Transportation

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/7/2025)(May be acted upon Jan 2026)

Summary: Would require the Department of Transportation, on or before January 1, 2029, to identify key community resilience indicators for measuring the impacts of climate-induced transportation disruptions, as specified. The bill would also require the department, on or before January 1, 2030, to include in the Climate Change Vulnerability Assessment reports an evaluation of the broader social and economic impacts on communities connected to the evaluated infrastructure risks, as specified. (Based on 04/10/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Last Amend:**	04/10/2025
Introduced:	02/20/2025		

AB 1145 | Gonzalez, Jeff, R | HTML | PDF

State highways: safety: State Highway Route 74: report.

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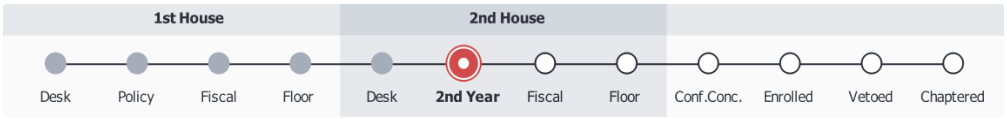
Attachment: Bill Report 11-25 (12089 : State Legislative Update)



Tracking form

Organization	Position	Subject
SBCTA		

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/18/2025)(May be acted upon Jan 2026)

Summary: Would require the Department of Transportation, on or before December 31, 2027, to conduct a study on highway safety on State Highway Route 74. The bill would require the study to collect specified data over the preceding 10 years, as provided, and to develop recommendations to improve highway safety on State Highway Route 74, including recommendations on how to address enforcement facility bypassing on roadways other than State Highway Route 74, as specified. The bill would require the department to report its findings and recommendations to the Legislature on or before December 31, 2027. The bill would repeal these provisions as of January 1, 2029. (Based on 05/23/2025 text)

Location: 07/17/2025 - Senate 2 YEAR
Introduced: 02/20/2025 (Spot bill)
Last Amend: 05/23/2025

AB 1154 | **Carrillo, D** | **HTML** | **PDF**

Junior accessory dwelling units.

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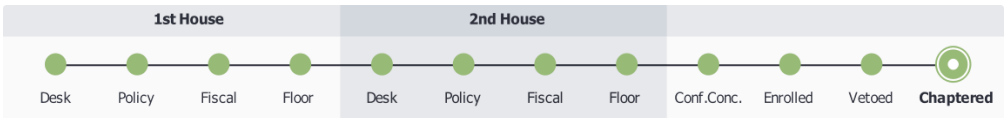

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 507, Statutes of 2025.

Summary: The Planning and Zoning Law, among other things, provides for the creation of junior accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Current law requires an ordinance that provides for the creation of a junior accessory dwelling unit to, among other things, require owner-occupancy in the single-family residence in which the junior accessory dwelling unit is permitted. Under this bill, that owner-occupancy requirement would apply only if the junior accessory dwelling unit has shared sanitation facilities with the existing structure. The bill would require an ordinance that provides for the creation of a junior accessory dwelling unit to require that a rental of a junior accessory dwelling unit be for a term longer than 30 days. (Based on 10/10/2025 text)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Location:	10/10/2025 - Assembly CHAPTERED	**Last Amend:**	07/03/2025
Introduced:	02/20/2025		

AB 1165 | Gipson, D | HTML | PDF

California Housing Justice Act of 2025.

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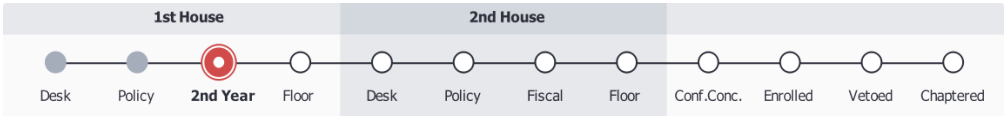

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. on 4/30/2025)(May be acted upon Jan 2026)

Summary: Current law establishes the Homeless Housing, Assistance, and Prevention Program administered by the Business, Consumer Services, and Housing Agency for the purpose of providing jurisdictions, as defined, with one-time grant funds to support regional coordination and expand or develop local capacity to address homelessness challenges, as specified. Current law also establishes the Department of Housing and Community Development in the agency and makes the department responsible for administering various housing programs throughout the state, including, among others, the Multifamily Housing Program, the Housing for a Healthy California Program, and the California Emergency Solutions Grants Program. This bill would enact the California Housing Justice Act of 2025, which would create the California Housing Justice Fund in the General Fund and would require the Legislature to invest an ongoing annual allocation into that fund in an amount needed to solve homelessness and housing unaffordability, as specified. The bill would require moneys in the fund to be appropriated by the Legislature annually to the department and to be expended by the agency to fund, among other things, the development, acquisition, rehabilitation, and preservation of affordable and supportive housing that is affordable to acutely low, extremely low, very low, and lower income households, as provided. (Based on 03/24/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Last Amend:**	03/24/2025
Introduced:	02/21/2025		

AB 1198 | Haney, D | HTML | PDF

Public works: prevailing wages.

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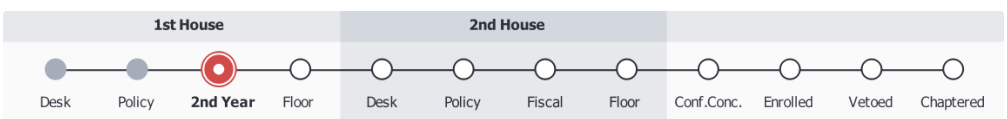

Tracking form

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Organization	Position	Subject
COG		COG, Funding, Planning, Procurement, Transportation

Organization	Position	Subject
SBCTA		COG, Funding, Planning, Procurement, Transportation

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/23/2025)(May be acted upon Jan 2026)

Summary: Current law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Current law requires the body awarding a contract for a public work to obtain from the director the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is to be performed, and the general prevailing rate of per diem wages for holiday and overtime work, for each craft, classification, or type of worker needed to execute the contract. Under current law, if the director determines during any quarterly period that there has been a change in any prevailing rate of per diem wages in a locality, the director is required to make that change available to the awarding body and their determination is final. Under current law, that determination does not apply to public works contracts for which the notice to bidders has been published. This bill would instead state, commencing July 1, 2026, that if the director determines, within a semiannual period, that there is a change in any prevailing rate of per diem wages in a locality, that determination applies to any public works contract that is awarded or for which notice to bidders is published after July 1, 2026. The bill would authorize any contractor, awarding body, or specified representative affected by a change in rates on a particular contract to, within 20 days, file with the director a verified petition to review the determination of that rate, as specified. (Based on 02/21/2025 text)

Location: 05/23/2025 - Assembly 2 YEAR
Introduced: 02/21/2025

AB 1206 | **Harabedian, D** | **HTML** | **PDF**

Single-family and multifamily housing units: preapproved plans.

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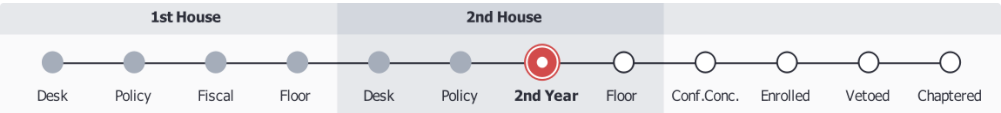

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)

Summary: The Planning and Zoning Law provides for the adoption and administration of zoning laws, ordinances, rules and regulations by counties and cities and the implementation of those

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

general plans as may be in effect in those counties or cities. Current law requires each local agency, by January 1, 2025, to develop a program for the preapproval of accessory dwelling unit plans. This bill would require each local agency, as defined, to develop a program for the preapproval of single-family and multifamily residential housing plans, whereby the local agency accepts single-family and multifamily plan submissions for preapproval and approves or denies the preapproval applications, as specified. The bill would require a large jurisdiction, as defined, to develop this program by July 1, 2026, and a small jurisdiction, as defined, to develop a program by January 1, 2028. The bill would authorize a local agency to charge a fee to an applicant for the preapproval of a single-family or multifamily residential housing plan, as specified. The bill would require the local agency to post preapproved single-family or multifamily residential housing plans and the contact information of the applicant on the local agency's internet website. The bill would require an application for preapproval to include a statement by the applicant that the applicant has sufficient authority, license, or ownership interest in the plan to submit the plan for preapproval and, if approved, posted as described above. This bill would prohibit the preapproval program from applying to single-family or multifamily residential housing plans intended for use in certain communities and developments, as specified. The bill would require a local agency to either approve or deny an application for a single-family or multifamily residential housing unit, both as defined, within 30 days if the lot meets certain conditions and the application utilizes either a single-family or multifamily residential housing unit plan preapproved within the current triennial California Building Standards Code rulemaking cycle or a plan that is identical to a plan used in an application for a single-family or multifamily residential housing unit approved by the local agency within the current triennial California Building Standards Code rulemaking cycle. (Based on 08/18/2025 text)

Location:	08/29/2025 - Senate 2 YEAR	**Last Amend:**	08/18/2025
Introduced:	02/21/2025		

AB 1207 | Irwin, D | HTML | PDF

Climate change: market-based compliance mechanism: extension.

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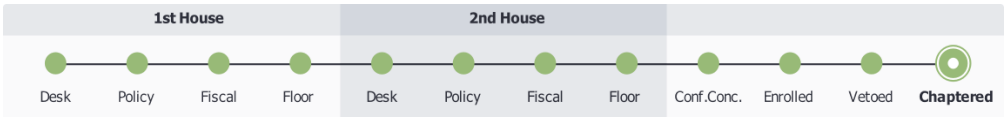

Tracking form

Organization	Position	Subject
COG		Air Quality, Budget, Cap & Trade, COG, Commuter Rail, Funding, Goods Movement, Hydrogen, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		Air Quality, Budget, Cap & Trade, COG, Commuter Rail, Funding, Goods Movement, Hydrogen, Planning, Transit, Transportation

Bill information

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Status: 09/19/2025 - Chaptered by Secretary of State - Chapter 117, Statutes of 2025

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt regulations for greenhouse gas emissions limits and emissions reduction measures to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions in furtherance of achieving the statewide greenhouse gas emissions limit, as defined. The act authorizes the state board to revise regulations or adopt additional regulations to further the act. The act authorizes that state board to include in those regulations the use of a market-based compliance mechanism to comply with those regulations. This bill would require the state board to adopt regulations for greenhouse gas emissions limits and emissions reduction measures to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions to instead achieve certain emissions reductions goals and the purposes of the act. The bill would require the state board, in adopting regulations, to design the regulations in a manner that transitions support from gas corporations to electrical distribution utilities to minimize ratepayer impacts and meet the emissions reduction goals of the act. The bill would require the state board to consider the effects of the regulations on affordability, cost-effectiveness, minimization of leakage in California, and achieving the emissions reduction goals of the act. (Based on 09/19/2025 text)

Location:	09/19/2025 - Assembly CHAPTERED	**Last Amend:**	09/10/2025
Introduced:	02/21/2025 (Spot bill)		

AB 1237 | McKinnor, D | HTML | PDF

Ticket sellers: event tickets: transit tickets.

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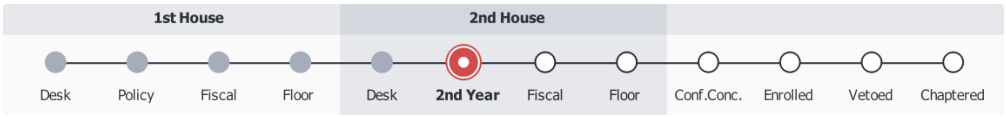

Tracking form

Organization	Position	Subject
SBCTA		Budget, Transit, Transportation

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was B., P. & E.D. on 6/2/2025)(May be acted upon Jan 2026)

Summary: Would require a ticket seller or a person who resells a ticket to a sporting, musical, theatre, or any other entertainment event located at a venue with a capacity of more than 1,000 persons to also, at the time that a ticket is purchased, give the consumer the option to purchase an all-day ticket from a transit provider that offers service to the venue during the time of the event, as specified. The bill would also require the Department of Transportation to prepare a study of additional transit sales generated pursuant to these provisions and report its findings to the Legislature on or before December 31, 2032. The bill would provide that a violation of the bill's provisions do not constitute a crime. (Based on 05/29/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Last Amend:**	05/29/2025
Introduced:	02/21/2025		

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

AB 1244 | Wicks, D | HTML | PDF

California Environmental Quality Act: transportation impact mitigation: Transit-Oriented Development Implementation Program.

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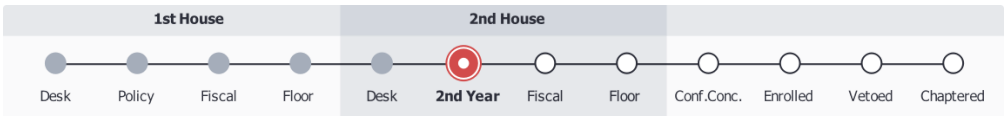

Tracking form

Organization	Position	Subject
COG		CEQA, Housing, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		CEQA, Housing, Planning, Transit, Transportation

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 6/11/2025)(May be acted upon Jan 2026)

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Under current law, the Transit-Oriented Development Implementation Program is administered by the Department of Housing and Community Development to provide local assistance to developers for the purpose of developing higher density uses within close proximity to transit stations as provided. Current law establishes the Transit-Oriented Development Implementation Fund and, to the extent funds are available, requires the department to make loans for the development and construction of housing development projects within close proximity to a transit station that meet specified criteria. This bill would authorize a project, to the extent that the project is required to mitigate transportation impacts under CEQA, to satisfy the mitigation requirement by electing to contribute an amount of money, at a price per vehicle mile traveled, as determined by the Office of Land Use and Climate Innovation, to the Transit-Oriented Development Implementation Fund for the purposes of the Transit-Oriented Development Implementation Program, as provided. The bill would require the office, on or before July 1, 2029, and at least once every 3 years thereafter, to update the price per vehicle mile traveled based on specified factors. The bill would require, upon appropriation by the Legislature, the contributions to be available to the department to fund developments located in the same region, as defined, with preference given to specified projects. The bill would require the department to, for each award, confirm the estimated reduction in vehicle miles traveled, as provided, and would require the department to post specified information on its internet website. (Based on 04/23/2025 text)

Location: 07/17/2025 - Senate 2 YEAR
Introduced: 02/21/2025
Last Amend: 04/23/2025

AB 1257 | Lackey, R | HTML | PDF

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Department of Transportation: state highways.

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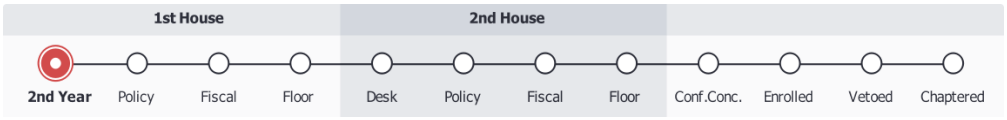

Tracking form

Organization	Position	Subject
SBCTA		Transportation

Bill information

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/21/2025)(May be acted upon Jan 2026)

Summary: Current law establishes the Department of Transportation and the California Transportation Commission, and vests with the department the obligation to improve and maintain state highways, including all traversable highways that have been adopted or designated as state highways by the commission. This bill would make a nonsubstantive change to this provision. (Based on 02/21/2025 text)

Location: 05/08/2025 - Assembly 2 YEAR

Introduced: 02/21/2025

AB 1275 | **Elhawary, D** | **HTML** | **PDF**

Regional housing needs: regional transportation plan.

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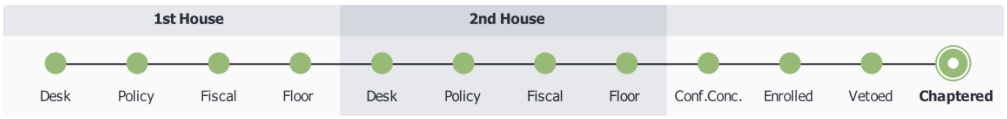

Tracking form

Organization	Position	Subject
COG		Air Quality, COG, Housing, Planning, Transportation

Organization	Position	Subject
SBCTA		Air Quality, COG, Housing, Planning, Transportation

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 593, Statutes of 2025.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries. Current law requires the general plan to include, among other mandatory elements, a housing element, and requires the housing element to include, among other things, an inventory of land suitable and available for residential development. Current law requires, for the 4th and subsequent revisions of the housing

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element, the department to determine the existing and projected need for housing for each region, as specified. Current law requires the department, in consultation with the council of governments, to determine the existing and projected need of housing for each region at least 2 years prior to the scheduled revision of the housing element, as provided. Existing law requires the department to meet and consult with the council of governments regarding the assumptions and methodology to be used to determine the region's housing needs at least 26 months prior to the scheduled revision of the housing element, as provided. This bill, except as specified, would extend the above-described timeline for the department to determine the existing and projected need of housing for each region from 2 years to 3 years prior to the scheduled revision of the housing element. The bill would require the department to meet and consult with the council of governments, as described above, pursuant to prescribed deadlines. For the 7th revision of the housing element, the bill would require the department to meet and consult with each council of governments at least 38 months prior to the scheduled revision, except for specified councils of governments. (Based on 10/10/2025 text)

Location:	10/10/2025 - Assembly CHAPTERED	**Last Amend:**	09/05/2025
Introduced:	02/21/2025 (Spot bill)		

AB 1294 | Haney, D | HTML | PDF

Planning and zoning: housing development: standardized application form.

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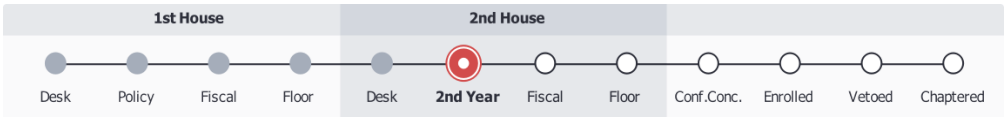

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was L. GOV. on 6/11/2025)(May be acted upon Jan 2026)

Summary: The Permit Streamlining Act, among other things, requires each public agency to provide a development project applicant with a list that specifies the information that will be required from any applicant for a development project. The act requires a public agency that has received an application for a development project to determine in writing whether the application is complete within 30 calendar days and to immediately transmit the determination to the applicant of the development project. This bill would require that an application for a housing entitlement, as defined, be deemed complete upon payment of the permit processing fees and upon completing specified requirements, when applicable, including, among other things, providing a description of the proposed housing development project and a list of the approvals requested by the applicant to the city, county, or city and county from which approval for the housing entitlement is being sought. The bill would require, on or before July 1, 2026, the Department of Housing and Community Development to adopt a standardized application form that applicants for a housing entitlement may use for the purpose of satisfying these requirements and would require, on or after October 1, 2026, a city, county, or city and county to accept an application submitted on the standardized application form. The bill would prohibit the city, county, or city and county from requiring submission of any other forms, beside the

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standardized application form, except as specified. The bill would authorize the city, county, or city and county to develop its own application forms or templates for different housing entitlements, subject to the requirements of this bill. This bill would prohibit a city, county, or city and county from requiring certain information or approvals, including, among others, any approval or determination by any official, body, department, or subdepartment of the city, county, or city and county as a condition of determining that an application for a housing entitlement is complete. (Based on 07/03/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Last Amend:**	07/03/2025
Introduced:	02/21/2025		

AB 1343 | Gallagher, R | HTML | PDF

Local alternative transportation improvement program: Feather River crossing.

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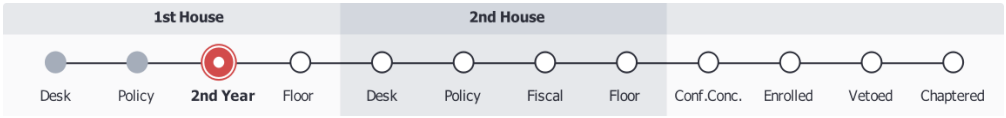

Tracking form

Organization	Position	Subject
SBCTA		Funding, Planning, Transportation

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Summary: Current law generally requires proceeds from the sale of excess state highway property to be made available for other highway purposes. Current law generally requires the California Transportation Commission to program available funding for transportation capital projects, other than state highway rehabilitation projects, through the State Transportation Improvement Program process, with available funds subject to various fair share distribution formulas. Current law, in certain cases, requires the commission to instead reallocate funds from canceled state highway projects to a local alternative transportation improvement program within the same county and exempts those funds from the fair share distribution formulas that would otherwise apply. This bill, with respect to planned state transportation facilities over the Feather River in the City of Yuba City and the Counties of Sutter and Yuba, which facilities are no longer planned to be constructed, would authorize the affected local agencies, acting jointly with the transportation planning agency having jurisdiction, to develop and file with the commission a local alternative transportation improvement program that addresses transportation problems and opportunities in the area that was to be served by the planned state facilities. (Based on 04/21/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Last Amend:**	04/21/2025
Introduced:	02/21/2025		

AB 1358 | Valencia, D | HTML | PDF

Santa Ana River Conservancy Program: lower Santa Ana River region.

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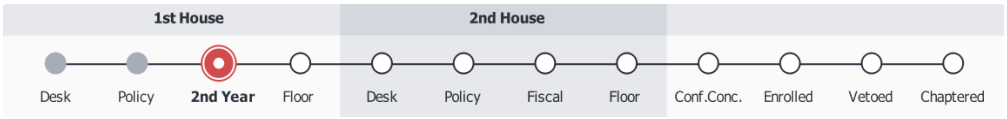

Tracking form

Organization	Position	Subject
COG		Budget, COG, Planning

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/23/2025)(May be acted upon Jan 2026)

Summary: Current law establishes the Santa Ana River Conservancy Program to be administered by the State Coastal Conservancy. Current law authorizes the conservancy to, among other things, undertake or fund projects for several purposes, including to implement site improvements, upgrade deteriorating facilities or construct new facilities for outdoor recreation, public access, nature appreciation and interpretation, and historic and cultural preservation. This bill would require at least 60% of the funds allocated to fund or undertake the above-described projects to be for projects in heavily urbanized areas, as defined, of the lower Santa Ana River region, as defined, to benefit disadvantaged communities, severely disadvantaged communities, or vulnerable populations. (Based on 03/13/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Last Amend:**	03/13/2025
Introduced:	02/21/2025		

AB 1407 | **Wallis, R** | **HTML** | **PDF**

Planning and Zoning Law: housing elements: rezoning.

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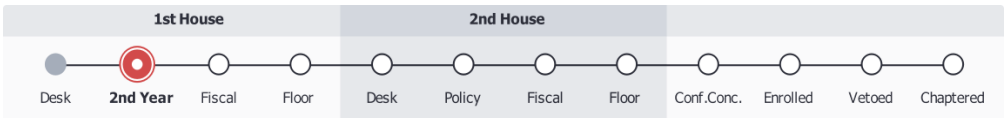

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was H. & C.D. on 3/28/2025)(May be acted upon Jan 2026)

Summary: Current law requires a city or county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. Current law requires the housing element to identify adequate sites for housing. Current law requires the housing element to contain an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs. Current law requires rezoning, as specified, when an inventory of sites does not identify adequate sites to accommodate the need for groups of specified household income levels. If the local government fails to adopt a housing element that the Department of Housing and Community Development has found to be in substantial compliance with specified law within 120 days of the statutory deadline for adoption of the housing element, existing law

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requires the local government to complete this rezoning no later than one year from the statutory deadline for adoption of the housing element. This bill would extend the above-described one-year deadline to one year and 6 months. (Based on 03/28/2025 text)

Location:	05/08/2025 - Assembly 2 YEAR	**Last Amend:**	03/28/2025
Introduced:	02/21/2025		

AB 1421 | **Wilson, D** | **HTML** | **PDF**

Vehicles: Road Usage Charge Technical Advisory Committee.

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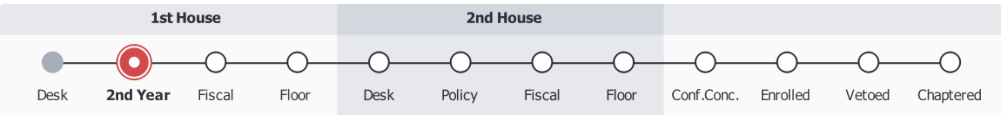

Tracking form

Organization	Position	Subject
COG		Budget, COG, Funding, Planning, Transportation

Organization	Position	Subject
SBCTA		Budget, COG, Funding, Planning, Transportation

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 3/13/2025)(May be acted upon Jan 2026)

Summary: Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge Technical Advisory Committee in consultation with the Secretary of Transportation to guide the development and evaluation of a pilot program assessing the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law additionally requires the Transportation Agency, in consultation with the commission, to implement the pilot program, as specified. Current law repeals these provisions on January 1, 2027. This bill would extend the operation of the above-described provisions until January 1, 2035. (Based on 02/21/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR		
Introduced:	02/21/2025		

AB 1430 | **Bennett, D** | **HTML** | **PDF**

County recorders: fees.

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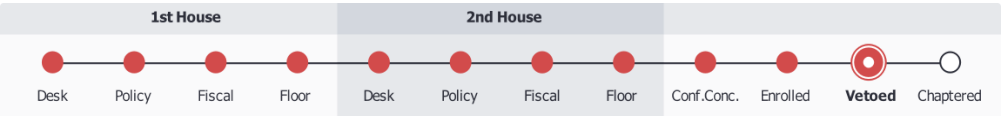

Tracking form

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Organization	Position	Subject
SBCTA		Funding, Planning, Transportation

Bill information

Status: 10/06/2025 - Vetoed by Governor. Consideration of Governor's veto pending.

Summary: Current law establishes the office of county recorder and requires the county recorder to accept for recordation any instrument, paper, or notice that is authorized or required to be recorded, subject to the collection of specified fees. Current law prohibits the fee for recording and indexing an instrument, paper, or notice from exceeding $10 for recording the first page and $3 for each additional page, which charges are to reimburse the county for the costs of services rendered. Current law requires $1 of each $3 fee for each additional page to be deposited in the county general fund. This bill would set the fee for recording and indexing at $15 for recording the first page and $4 for each additional page but would prohibit the fees from exceeding the reasonable costs of the county recorder's office for providing these services. The bill would provide that these funds are to be dedicated to, and solely utilized for, the county recorder's office, as specified. (Based on 09/12/2025 text)

Location: 10/06/2025 - Assembly VETOED

Last Amend: 03/17/2025

Introduced: 02/21/2025

AB 1491 | Ta, R | HTML | PDF

Transportation: road safety.

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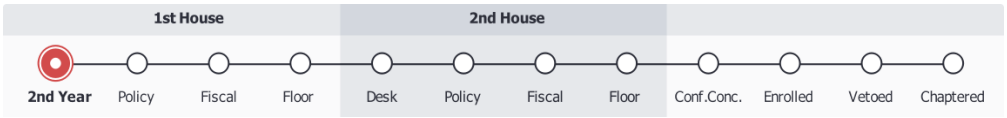

Tracking form

Organization	Position	Subject
SBCTA		Transportation

Bill information

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/21/2025)(May be acted upon Jan 2026)

Summary: Existing law requires the Department of Transportation to improve and maintain the state's highways, and establishes various programs to fund the development, construction, and repair of local roads, bridges, and other critical transportation infrastructure in the state. This bill would state the intent of the Legislature to enact subsequent legislation to improve safety on the roads in the state. (Based on 02/21/2025 text)

Location: 05/08/2025 - Assembly 2 YEAR

Introduced: 02/21/2025 (Spot bill)

ACA 12 | Wallis, R | HTML | PDF

Road usage charges: vote and voter approval requirements.

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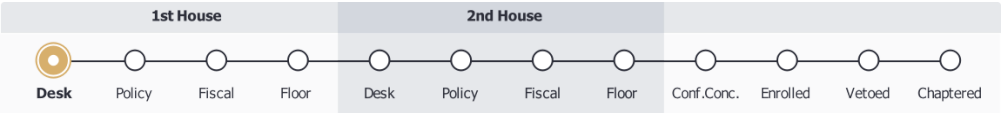

Tracking form

Organization	Position	Subject
SBCTA		

Bill information

Status: 03/27/2025 - From printer. May be heard in committee April 26.

Summary: The California Constitution requires any change in state statute that increases the tax liability of any taxpayer to be imposed by an act passed by 2/3 of the membership of each house of the Legislature and prohibits specified taxes on real property from being so imposed. For these purposes, the California Constitution defines a “tax” as any state levy, charge, or exaction, except as described in certain exceptions. The California Constitution describes one of those exceptions as a charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by a specified provision of the California Constitution. This measure, on or after its effective date, would provide that the exception described above does not include a road usage charge, as described, thereby requiring the imposition of this type of charge to be subject to the 2/3 vote requirement. (Based on 03/26/2025 text)

Location: 03/26/2025 - Assembly PRINT

Introduced: 03/26/2025

SB 2 | **Jones, R** | **HTML** | **PDF**

Low-carbon fuel standard: regulations.

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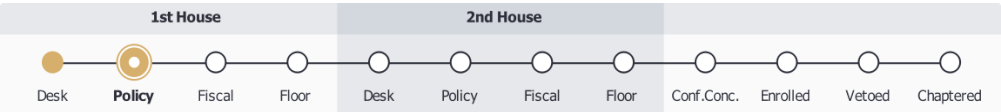

Tracking form

Organization	Position	Subject
SBCTA		Air Quality, COG, Planning, Transportation

Bill information

Status: 03/19/2025 - March 19 set for first hearing. Failed passage in committee. (Ayes 3. Noes 2.) Reconsideration granted.

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low-Carbon Fuel Standard regulations. This bill would void specified amendments to the Low-Carbon Fuel Standard regulations adopted by the state board on November 8, 2024, or as subsequently adopted, as specified. This bill would

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

declare that it is to take effect immediately as an urgency statute. (Based on 03/12/2025 text)

Location:	01/29/2025 - Senate Environmental Quality	**Last Amend:**	03/12/2025
Introduced:	12/02/2024		

SB 5 | Cabaldon, D | HTML | PDF

Enhanced infrastructure financing districts and community revitalization and investment areas: allocation of taxes: agricultural land exclusion.

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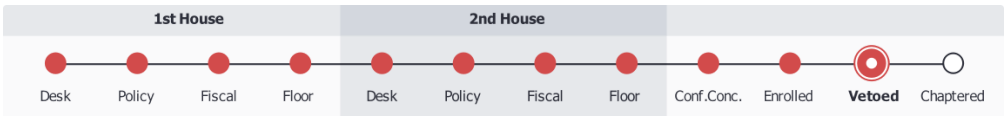

Tracking form

Organization	Position	Subject
COG		COG, Planning

Bill information

Status: 10/06/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.

Summary: The California Land Conservation Act of 1965, otherwise known as the Williamson Act, authorizes a city or county to enter into contracts with owners of agricultural land to preserve the land for agricultural use, as specified, in return for reduced property tax assessments. The act also authorizes a landowner of specified agricultural land to petition the city or county to cancel the Williamson Act contract in order to designate the land as a farmland security zone, whereby the land is eligible for a specified property tax valuation and taxed at a reduced rate for specified special taxes. Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district, with a governing body referred to as the public financing authority, to finance public capital facilities or other specified projects of communitywide significance. Current law requires the public financing authority to prepare and adopt a proposed infrastructure financing plan, as specified. Current law authorizes the plan to require a certain portion of specified taxes levied upon property within the district to be allocated to the district each year, as specified. Current law authorizes certain local agencies to form a Community Revitalization and Investment Authority within a community revitalization and investment area to carry out a community revitalization plan in that area for specified purposes. Current law authorizes the plan to require a certain portion of specified taxes levied upon property within the area to be allocated to the authority to finance improvements, as specified. This bill would exclude the taxes levied upon a parcel of land enrolled in or subject to a Williamson Act contract or a farmland security zone contract, as specified, from the above-described allocations to the district or authority, as applicable. (Based on 09/12/2025 text)

Location:	10/06/2025 - Senate VETOED	**Last Amend:**	09/02/2025
Introduced:	12/02/2024		

SB 9 | Arreguín, D | HTML | PDF

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Accessory Dwelling Units: ordinances.

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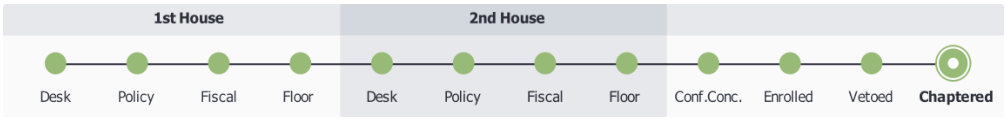

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 510, Statutes of 2025.

Summary: The Planning and Zoning Law requires a local agency to submit an accessory dwelling unit ordinance to the Department of Housing and Community Development within 60 days after adoption. The law authorizes the department to submit written findings to a local agency as to whether the ordinance complies with the standards. If the department finds that the ordinance does not comply with the standards, the law requires the department to provide a local agency reasonable time, no longer than 30 days, to respond to its findings. If the local agency does not amend its ordinance in response to those findings or does not adopt a resolution with findings explaining the reason the ordinance complies with the standards and addressing the department's findings, the law requires the department to notify the local agency and authorizes the department to notify the Attorney General that the local agency is in violation of state law. This bill would invalidate the ordinance if the local agency fails to submit a copy of the ordinance to the department within 60 days of adoption or fails to respond to the department's findings that the ordinance does not comply with the standards within 30 days, as described above. (Based on 10/10/2025 text)

Location: 10/10/2025 - Senate CHAPTERED

Last Amend: 06/19/2025

Introduced: 12/02/2024

SB 16 | **Blakespear, D** | **HTML** | **PDF**

Ending Street Homelessness Act.

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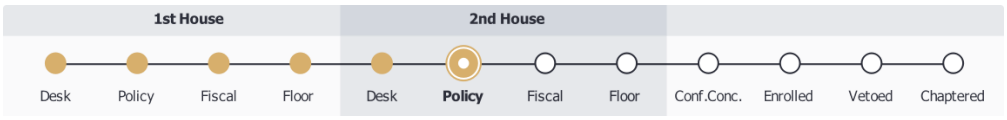

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 07/10/2025 - July 16 hearing postponed by committee.

Summary: Current law requires each city, county, and city and county to revise its housing element according to a specified schedule, as provided. Current law, for the 4th and subsequent

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revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, and requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. At least 2 years before a scheduled revision of the housing element, as specified, existing law requires each council of governments, or delegate subregion as applicable, to develop, in consultation with the department, a proposed methodology for distributing the existing and projected regional housing need to jurisdictions, as specified. Current law requires that the final allocation plan ensure that the total regional housing need, by income category, determined as specified, is maintained, and that each jurisdiction in the region receive an allocation of units for low- and very low income households. For the 7th and subsequent revisions of the housing element, current law also requires that the allocation to each region include an allocation of units for acutely low and extremely low income households. This bill, until January 1, 2032, would require the council of governments, or delegate subregion, as applicable, in developing the proposed allocation methodology that allocates each jurisdiction's share of the regional housing need for acutely low income housing, to count any newly constructed interim housing, as specified, as meeting the needs of acutely low income households. By imposing additional duties on local governments, this bill would impose a state-mandated local program. (Based on 06/23/2025 text)

Location:	06/09/2025 - Assembly Housing and Community Development	**Last Amend:**	06/23/2025
Introduced:	12/02/2024 (Spot bill)		

SB 21 | Durazo, D | HTML | PDF

Single-room occupancy units: demolition and replacement: housing assistance programs: eligibility for homeless individuals and families.

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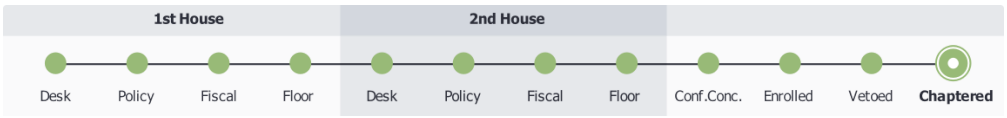

Tracking form

Organization	Position	Subject
COG		COG, Economic Development

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 511, Statutes of 2025.

Summary: The Housing Crisis Act of 2019 prohibits an affected city or an affected county, as defined, from approving a housing development project that will require the demolition of occupied or vacant protected units, as defined, or that is located on a site where protected units were demolished in the previous 5 years unless specified requirements are met. Among these requirements, current law requires that the project replace all existing protected units and protected units demolished on or after January 1, 2020, and, if the project is a housing development project, as defined, it will include at least as many residential dwelling units as the greatest number of residential dwelling units that existed on the project site within the last 5 years. Current law requires that specified protected units replaced under these provisions be considered in determining whether the housing

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development project satisfies certain state and local requirements that the project provide a certain percentage of residential rental units affordable to, and occupied by, households with incomes that do not exceed the limits for moderate-income, lower income, very low income, or extremely low income households, as specified. This bill would additionally require that the above-described replaced protected units be considered in determining whether the housing development project satisfies requirements that a certain percentage of residential rental units affordable to, and occupied by, households with incomes that do not exceed the limits for acutely low income households, as specified. This bill, notwithstanding the above-described requirements, in the case of rehabilitation or replacement of an existing single-room occupancy building that meets prescribed criteria, would permit an affected city or an affected county to reduce the number of replacement units required if the project meets specified requirements, including, among others, that the reduction in replacement units is necessary to accommodate the conversion of single-room occupancy units, as provided, and that the converted units will be rental units with affordable rents, as specified. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Last Amend:**	09/04/2025
Introduced:	12/02/2024		

SB 30 | Cortese, D | HTML | PDF

Diesel-powered on-track equipment: decommissioning: resale and transfer restrictions.

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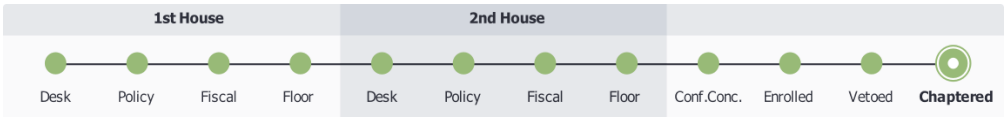

Tracking form

Organization	Position	Subject
SBCTA		Commuter Rail, Funding, Transit, Transportation

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 735, Statutes of 2025.

Summary: Would prohibit a public entity that owns diesel-powered on-track equipment from selling, donating, or otherwise transferring ownership of that equipment for continued use after the public entity decommissions the equipment. The bill would exempt the sale, donation, or transfer of the ownership of that equipment from the prohibition if the equipment is deemed to be in one of specified categories of emissions standards designated by the federal government for locomotives, the equipment produces emissions equivalent to any equipment within any of those federal categories, or the diesel engine is removed from the equipment, as specified. (Based on 10/13/2025 text)

Location:	10/13/2025 - Senate CHAPTERED	**Last Amend:**	07/16/2025
Introduced:	12/02/2024 (Spot bill)		

SB 63 | Wiener, D | HTML | PDF

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

San Francisco Bay area: local revenue measure: public transit funding.

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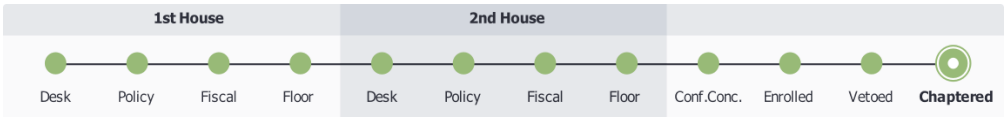

Tracking form

Organization	Position	Subject
SBCTA		Funding, Transportation

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 740, Statutes of 2025.

Summary: Would establish the Public Transit Revenue Measure District with jurisdiction extending throughout the boundaries of the Counties of Alameda, Contra Costa, San Mateo, and Santa Clara and the City and County of San Francisco and would require the district to be governed by the same board that governs the commission, thereby imposing a state-mandated local program. The bill would authorize a retail transactions and use tax applicable to the entire district to be imposed by the board of the district or by a qualified voter initiative for a duration of 14 years, and in an amount of 0.5% in each of the above-described counties located within the district and 1% in the City and County of San Francisco, subject to voter approval at the November 3, 2026, statewide general election. After payments are made for various administrative expenses, the bill would require the district to transfer specified portions of the proceeds of the tax to the commission for allocation to certain programs and other purposes and for allocation to the Alameda-Contra Costa Transit District, the Peninsula Corridor Joint Powers Board, commonly known as Caltrain, the San Francisco Bay Area Rapid Transit District, the San Francisco Municipal Transportation Agency, and other specified transit agencies, for transit operations expenses, and would require the district to transfer specified portions of the proceeds of the tax directly to other specified local transportation agencies, including the San Mateo County Transit District and the Santa Clara Valley Transportation Authority, for public transit expenses, as prescribed. (Based on 10/13/2025 text)

Location: 10/13/2025 - Senate CHAPTERED

Last Amend: 09/09/2025

Introduced: 01/09/2025 (Spot bill)

SB 65 | Wiener, D | HTML | PDF

Budget Act of 2025.

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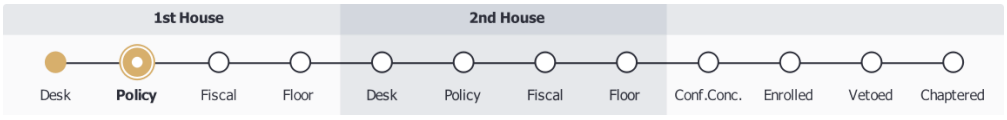

Tracking form

Organization	Position	Subject
SBCTA	Watch	Transportation

Bill information

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Status: 01/13/2025 - Read first time.

Summary: Would make appropriations for the support of state government for the 2025–26 fiscal year. (Based on 01/10/2025 text)

Location: 01/10/2025 - Senate Budget and Fiscal Review

Introduced: 01/10/2025

SB 71 | Wiener, D | HTML | PDF

California Environmental Quality Act: exemptions: transit projects.

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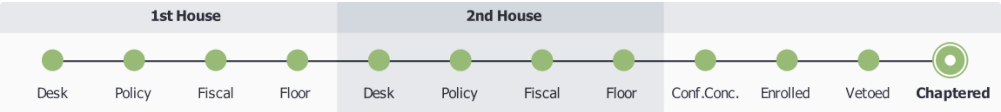

Tracking form

Organization	Position	Subject
SBCTA		CEQA, COG, Planning, Transportation

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 742, Statutes of 2025.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA, until January 1, 2030, exempts from its requirements active transportation plans, pedestrian plans, or bicycle transportation plans for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles. This bill would extend the operation of the above-mentioned exemption indefinitely. The bill would also exempt a transit comprehensive operational analysis, as defined, a transit route readjustment, or other transit agency route addition, elimination, or modification, from the requirements of CEQA. Because a lead agency would be required to determine whether a plan qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 10/13/2025 text)

Location: 10/13/2025 - Senate CHAPTERED

Last Amend: 09/02/2025

Introduced: 01/14/2025

SB 73 | Cervantes, D | HTML | PDF

California Environmental Quality Act: exemptions.

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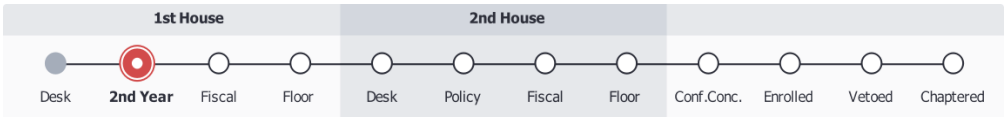
Attachment: Bill Report 11-25 (12089 : State Legislative Update)



Tracking form

Organization	Position	Subject
COG		CEQA, COG, Economic Development, Housing, Planning

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.Q. on 1/29/2025)(May be acted upon Jan 2026)

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements certain residential, employment center, and mixed-use development projects meeting specified criteria, including that the project is located in a transit priority area and that the project is undertaken and is consistent with a specific plan for which an environmental impact report has been certified. This bill would additionally exempt those projects located in a very low vehicle travel area, as defined. The bill would require that the project is undertaken and is consistent with either a specific plan prepared pursuant to specific provisions of law or a community plan, as defined, for which an EIR has been certified within the preceding 15 years in order to be exempt. (Based on 01/15/2025 text)

Location: 05/01/2025 - Senate 2 YEAR

Introduced: 01/15/2025

SB 74 | Seyarto, R | HTML | PDF

Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.

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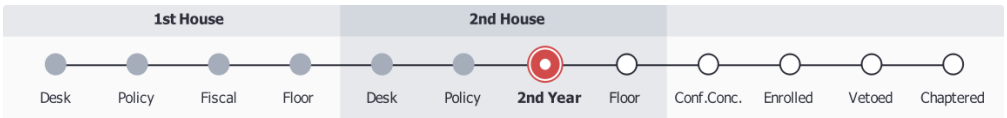

Tracking form

Organization	Position	Subject
COG		COG, Economic Development, Funding, Housing, Planning, Transportation

Organization	Position	Subject
SBCTA		COG, Economic Development, Funding, Housing, Planning,

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Transportation

Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/2/2025)(May be acted upon Jan 2026)

Summary: Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. Current law authorizes a local agency to finance infrastructure projects through various means, including by authorizing a city or county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community. This bill would require the office, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies for the development and construction of infrastructure projects, as defined, facing unforeseen costs after starting construction. The bill would authorize the office to provide funding for up to 20% of a project's additional projected cost, as defined, after the project has started construction, subject to specified conditions, including, among other things, that the local agency has allocated existing local tax revenue for at least 45% of the initially budgeted total cost of the infrastructure project. When applying to the program, the bill would require the local agency to demonstrate challenges with completing the project on time and on budget and how the infrastructure project helps meet state and local goals, as specified. (Based on 04/07/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Last Amend:**	04/07/2025
Introduced:	01/15/2025		

SB 78 | **Seyarto, R** | **HTML** | **PDF**

Department of Transportation: report: state highway system: safety enhancements.

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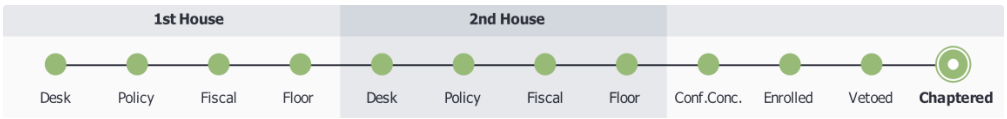

Tracking form

Organization	Position	Subject
SBCTA		Planning, Transportation

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 743, Statutes of 2025.

Summary: Would require the Department of Transportation to prepare a report evaluating current efforts and potential opportunities to streamline the processes and procedures for the delivery of safety enhancement projects on the state highway system, as specified. The bill would require the department to submit the report to the Legislature on or before January 1, 2027. (Based on 10/13/2025 text)

Location:	10/13/2025 - Senate CHAPTERED	**Last Amend:**	09/02/2025
Introduced:	01/15/2025		

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

SB 79 | Wiener, D | HTML | PDF

Housing development: transit-oriented development.

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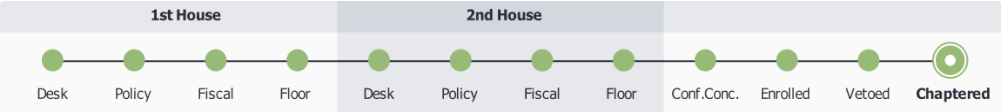

Tracking form

Organization	Position	Subject
COG		COG, Commuter Rail, Economic Development, Housing, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		COG, Commuter Rail, Economic Development, Housing, Planning, Transit, Transportation

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 512, Statutes of 2025.

Summary: Existing law, the Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that contains certain mandatory elements, including a housing element. Existing law requires that the housing element consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, as specified. Existing law requires that the housing element include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs, including an inventory of land suitable for residential development, as provided. Existing law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified, and requires the appropriate council of local governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each locality in the region. Existing law requires the inventory of land to be used to identify sites throughout the community that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need. Existing law requires each local government to revise its housing element in accordance with a specified schedule. This bill would require that a housing development project, as defined, within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified. Among these requirements, the bill would require a project to include at least 5 dwelling units and establish requirements concerning height limits, density, and residential floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided. The bill would provide that, for the purposes of the Housing Accountability Act, a proposed development consistent with the applicable standards of

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these provisions as well as applicable local objective general plan and zoning standards shall be deemed consistent, compliant, and in conformity with prescribed requirements, as specified. The bill would provide that a local government that denies a project meeting the requirements of these provisions located in a high-resource area, as defined, would be presumed in violation of the Housing Accountability Act, as specified, and immediately liable for penalties, beginning on January 1, 2027, as provided. These provisions would not apply to a local agency until July 1, 2026, except as specified, or within unincorporated areas of counties until the 7th regional housing needs allocation cycle. The bill would specify that a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval pursuant to specified law, except that the bill would exempt a project under these provisions from specified requirements and would specify that the project is required to comply with certain affordability requirements, under that law. This bill contains other related provisions and other existing laws. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Last Amend:**	09/05/2025
Introduced:	01/15/2025 (Spot bill)		

SB 90 | Seyarto, R | HTML | PDF

Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: grants: improvements to public evacuation routes: mobile rigid water storage: electrical generators.

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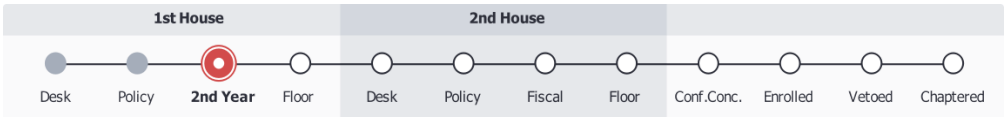

Tracking form

Organization	Position	Subject
SBCTA		COG, Funding, Planning, Transportation

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)

Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. The act makes $135,000,000 available, upon appropriation by the Legislature, to the Office of Emergency Services for a wildfire mitigation grant program to provide, among other things, loans, direct assistance, and matching funds for projects that prevent wildfires, increase resilience, maintain existing wildfire risk reduction projects, reduce the risk of wildfires to communities, or increase home or community hardening. The act provides that eligible projects include, but are not limited to, grants to local agencies, state agencies, joint powers authorities, tribes, resource conservation districts, fire safe councils, and nonprofit organizations for structure hardening of critical community infrastructure, wildfire smoke mitigation, evacuation

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centers, including community clean air centers, structure hardening projects that reduce the risk of wildfire for entire neighborhoods and communities, water delivery system improvements for fire suppression purposes for communities in very high or high fire hazard areas, wildfire buffers, and incentives to remove structures that significantly increase hazard risk. This bill would include in the list of eligible projects grants to the above-mentioned entities for improvements to public evacuation routes in very high and high fire hazard severity zones, mobile rigid dip tanks, as defined, to support firefighting efforts, prepositioned mobile rigid water storage, as defined, and improvements to the response and effectiveness of fire engines and helicopters. (Based on 03/12/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Last Amend:**	03/12/2025
Introduced:	01/22/2025		

SB 92 | Blakespear, D | HTML | PDF

Housing development: density bonuses.

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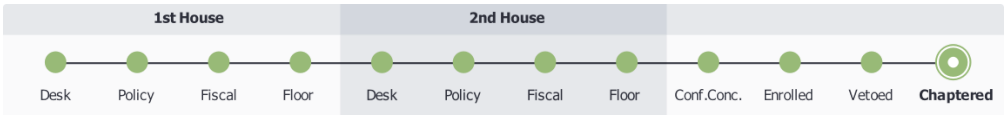

Tracking form

Organization	Position	Subject
COG		COG, Housing

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 484, Statutes of 2025.

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development, as defined, within the city or county with a density bonus, other incentives or concessions, and waivers or reductions of development standards, as specified, if the developer agrees to construct specified units and meets other requirements. This bill would specify that a concession and incentive shall not result in a proposed project, as prescribed, with a specified commercial floor area ratio. The bill would also specify that certain provisions of the Density Bonus Law do not require a city, county, or city and county to approve, grant a concession or incentive requiring approval of, or waive or reduce development standards otherwise applicable to, transient lodging as part of a housing development, except as specified. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Last Amend:**	07/07/2025
Introduced:	01/22/2025		

SB 220 | Allen, D | HTML | PDF

Los Angeles County Metropolitan Transportation Authority.

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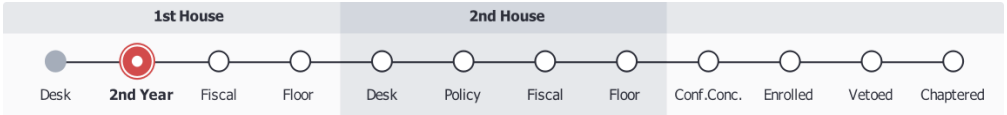

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Tracking form

Organization	Position	Subject
SBCTA		Transportation

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 4/2/2025)(May be acted upon Jan 2026)

Summary: Current law creates the Los Angeles County Metropolitan Transportation Authority with specified powers and duties relative to transportation planning, programming, and operations in the County of Los Angeles. The authority is governed by a 14-member board of directors which is consisting of the Mayor of the City of Los Angeles, 2 public members and one Los Angeles city council member appointed by the mayor, 4 members appointed from the other cities in the county, the 5 members of the board of supervisors, and a nonvoting member appointed by the Governor. If the number of members of the board of supervisors is increased, existing law requires the authority, within 60 days of the increase, to submit a plan to the Legislature for revising the composition of the authority. Beginning January 1, 2029, this bill would expand the board of directors to 18 members by adding the county executive of the County of Los Angeles and 3 public members appointed by the county executive. (Based on 04/09/2025 text)

Location: 05/01/2025 - Senate 2 YEAR
Last Amend: 04/09/2025
Introduced: 01/23/2025 (Spot bill)

SB 222 | **Wiener, D** | **HTML** | **PDF**

Climate disasters: civil actions.

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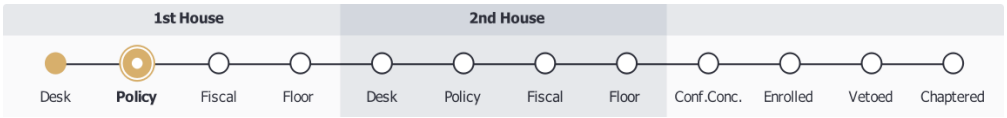

Tracking form

Organization	Position	Subject
COG		COG, Transportation

Organization	Position	Subject
SBCTA		COG

Bill information

Status: 04/08/2025 - April 8 set for first hearing. Failed passage in committee. (Ayes 5. Noes 2.) Reconsideration granted.

Summary: Current law gives a person the right of protection from bodily harm and the right to possess and use property. If a person suffers bodily harm or a loss of their property because of the unlawful act or omission of another, existing law authorizes them to recover compensation from the person at fault, which is known as damages. This bill would authorize a person who suffered physical harm to their person or property totaling at least $10,000 to bring a civil action against a party responsible for a climate disaster to recover damages, restitution, specified costs, and other appropriate relief. The bill would

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make responsible parties jointly, severally, and strictly liable to a plaintiff for damages and restitution. (Based on 03/28/2025 text)

Location:	02/05/2025 - Senate Judiciary	**Last Amend:**	03/28/2025
Introduced:	01/27/2025		

SB 231 | **Seyarto, R** | **HTML** | **PDF**

California Environmental Quality Act: the Office of Land Use and Climate Innovation: technical advisory.

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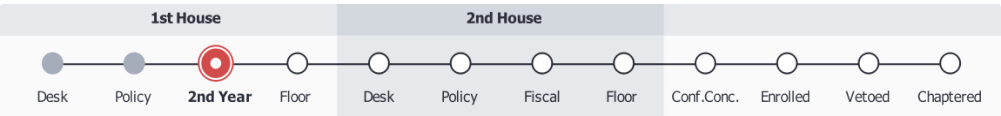

Tracking form

Organization	Position	Subject
COG		CEQA, COG, Economic Development, Housing, Planning, Transportation

Organization	Position	Subject
SBCTA		CEQA, COG, Economic Development, Housing, Planning, Transportation

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/7/2025)(May be acted upon Jan 2026)

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Under current law, the recommendation, continuous evaluation, and execution of statewide environmental goals, policies, and plans are included within the scope of the executive functions of the Governor. Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. This bill would require, on or before July 1, 2027, the Office of Land Use and Climate Innovation to consult with regional, local, state, and federal agencies to develop a technical advisory on thresholds of significance for greenhouse gas and noise pollution effects on the environment to assist local agencies. The bill would require the technical advisory to provide suggested thresholds of significance for all areas of the state, as specified, and would provide that lead agencies may elect to adopt these suggested thresholds of significance. The bill would also require the Office of Land Use and Climate Innovation to post the technical advisory on its internet website. (Based on 03/20/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Last Amend:**	03/20/2025
Introduced:	01/28/2025		

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SB 233 | Seyarto, R | HTML | PDF

Regional housing need: determination: consultation with councils of governments.

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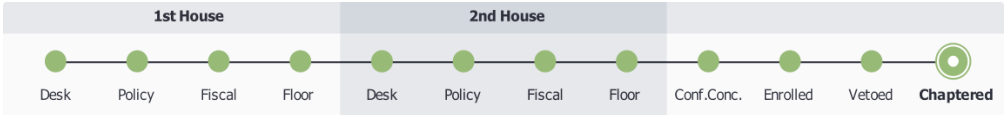

Tracking form

Organization	Position	Subject
COG		COG, Economic Development, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 577, Statutes of 2025.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. Current law requires, for the 4th and subsequent revisions of the housing element, the Department of Housing and Community Development, in consultation with each council of governments, where applicable, to determine the existing and projected need for housing for each region, as prescribed. Current law requires, among other things, the department to meet and consult with the council of governments regarding the assumptions and methodology to be used by the department to determine the region's housing needs at least 26 months prior to the scheduled revision of the housing element and before developing the existing and projected housing need for a region. This bill would require the department to meet and consult with the council of governments, as described above, pursuant to prescribed deadlines. For the 7th revision of the housing element, the bill would require the department to meet and consult with each council of governments at least 38 months prior to the scheduled revision, except for specified councils of governments. For the 8th and subsequent revision of the housing element, the bill would require the department to meet and consult with each council of governments at least 38 months prior to the scheduled revision. (Based on 10/10/2025 text)

Location: 10/10/2025 - Senate CHAPTERED

Last Amend: 09/04/2025

Introduced: 01/28/2025

SB 239 | Arreguín, D | HTML | PDF

Open meetings: teleconferencing: subsidiary body.

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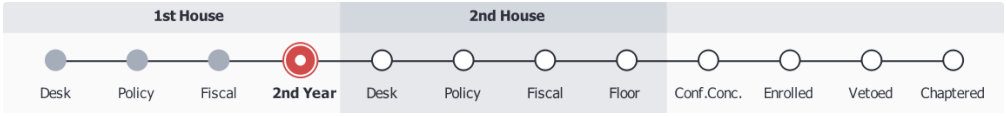

Tracking form

Organization	Position	Subject

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

COG		Open Meetings

Organization	Position	Subject
SBCTA		Open Meetings

Bill information

Status: 06/05/2025 - Failed Deadline pursuant to Rule 61(a)(8). (Last location was INACTIVE FILE on 6/3/2025)(May be acted upon Jan 2026)

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. (Based on 04/07/2025 text)

Location:	06/05/2025 - Senate 2 YEAR	**Last Amend:**	04/07/2025
Introduced:	01/30/2025		

SB 247 | **Smallwood-Cuevas, D** | **HTML** | **PDF**

State agency contracts: bid preference: equity metrics.

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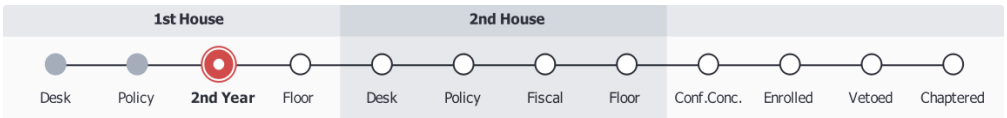

Tracking form

Organization	Position	Subject
SBCTA		Funding, Planning, Procurement, Transit, Transportation

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. on 4/22/2025)(May be acted upon Jan 2026)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Summary: Current law establishes bid preferences and participation goals in public contracting for certain types of bidders. The Small Business Procurement and Contract Act establishes a minimum goal of 25% procurement participation for small businesses, including microbusinesses, in the provision of goods, information technology, and services to the state, and in the construction of state facilities. The Small Business Procurement and Contract Act requires that state agencies awarding contracts for goods, information technology, services, and construction give 5% bid preferences, as specified, to small business and microbusiness bidders. The California Disabled Veteran Business Enterprise Program requires state departments that award contracts to establish 3% participation goals for certain types of contracts for certified disabled veteran business enterprises, as defined. This bill would require an awarding department, defined to include a state agency or department, to provide a bid preference of a prescribed percentage, as specified, in the award of contracts to contractors that set equity metrics. The bill would prohibit awarding a preference to a noncompliant bidder and would also prohibit the preference from being used to achieve any applicable minimum requirements. (Based on 04/21/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Last Amend:**	04/21/2025
Introduced:	01/30/2025		

SB 262 | Wahab, D | HTML | PDF

Housing element: prohousing designations: prohousing local policies.

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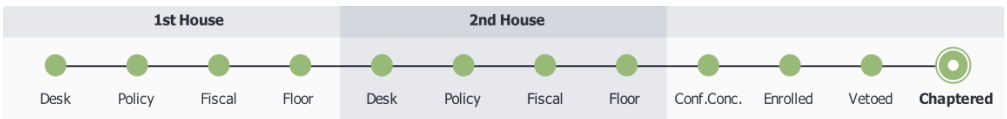

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 513, Statutes of 2025.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. Current law requires the Department of Housing and Community Development to determine whether the housing element is in substantial compliance with those provisions. Current law requires the department to designate jurisdictions as prohousing pursuant to emergency regulations adopted by the department, as prescribed. Current law requires that jurisdictions that are prohousing and that are in substantial compliance with specified provisions be awarded additional points or preference in the scoring of applications for specified state programs. Current law defines “prohousing local policies” for these purposes and specifies a nonexhaustive list of examples of those policies, including local financial incentives for housing and adoption of zoning allowing for use by right for residential and mixed-use development. This bill would include in the definition of “prohousing local policies” policies that keep people housed, and would include additional examples of prohousing local policies under the above-described provisions, as specified. (Based on 10/10/2025 text)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Location:	10/10/2025 - Senate CHAPTERED	**Last Amend:**	09/03/2025
Introduced:	02/03/2025		

SB 274 | **Cervantes, D** | **HTML** | **PDF**

Automated license plate recognition systems.

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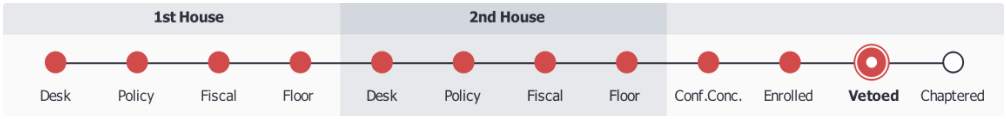

Tracking form

Organization	Position	Subject
SBCTA		Express Lanes, Transportation

Bill information

Status: 10/01/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.

Summary: Existing law prohibits a public agency, which includes the state, a city, a county, a city and county, or any agency or political subdivision of the state, a city, a county, or a city and county, including, but not limited to, a law enforcement agency, from selling, sharing, or transferring automated license plate recognition (ALPR) information, except to another public agency, and only as otherwise permitted by law. Existing law defines ALPR information as information or data collected through the use of an ALPR system. This bill would provide that “public agency” does not include a transportation agency, a public transit operator, or a local department of transportation or public works department, as specified. The bill would, beginning January 1, 2026, require new, updated, expansions of, or addendums of contractual agreements with ALPR vendors, manufacturers, or suppliers to mandate that no default access is provided to any national ALPR database and that an agency’s collected scans are by default not accessible to any other agency, and would impose new requirements on sharing between California state law enforcement agencies. The bill would authorize a law enforcement agency to use ALPR information only for purposes of locating vehicles or persons when either are reasonably suspected of being involved in the commission of a public offense. The bill would prohibit a public agency from retaining ALPR information for more than 60 days after the date of collection if it does not match information on an authorized hot list, as defined, and as of January 1, 2026, would require a public agency to delete all ALPR information that has been held for more than 60 days and does not match information on an authorized hot list within 14 days. By imposing new requirements on public agencies, which include local agencies, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. (Based on 09/17/2025 text)

Location:	10/01/2025 - Senate VETOED	**Last Amend:**	09/05/2025
Introduced:	02/04/2025 (Spot bill)		

SB 285 | **Becker, D** | **HTML** | **PDF**

Net zero greenhouse gas emissions goal: carbon dioxide removal: regulations.

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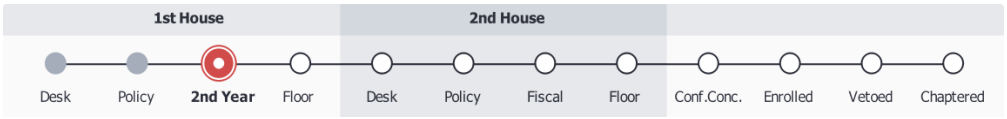
Attachment: Bill Report 11-25 (12089 : State Legislative Update)



Tracking form

Organization	Position	Subject
COG		Air Quality, Planning, Transportation

Organization	Position	Subject
SBCTA		Air Quality, Planning, Transportation

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/21/2025)(May be acted upon Jan 2026)

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. Current law requires the state board, as part of its scoping plan, to establish specified carbon dioxide removal targets for 2030 and beyond. Current law, the California Climate Crisis Act, declares the policy of the state both to achieve net zero greenhouse gas emissions as soon as possible, but no later than 2045, and achieve and maintain net negative greenhouse gas emissions thereafter, and to ensure that by 2045, statewide anthropogenic greenhouse gas emissions are reduced to at least 85% below the 1990 levels. This bill would, for the purpose of meeting, or tracking progress against, any state requirement to achieve net zero emissions of greenhouse gases, authorize only qualified carbon dioxide removal, as defined, to be used to counterbalance the state's or an entity's greenhouse gas emissions and would require qualified carbon dioxide removal used for those purposes to meet certain requirements, as specified. (Based on 03/25/2025 text)

Location: 05/23/2025 - Senate 2 YEAR
Introduced: 02/05/2025
Last Amend: 03/25/2025

SB 299 | Cabaldon, D | HTML | PDF

Local government: ordinances.

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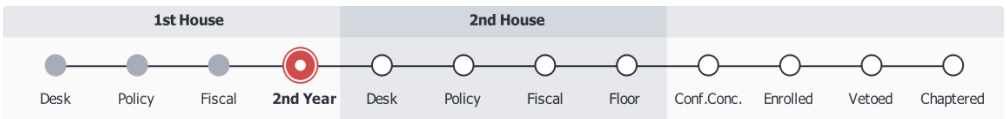

Tracking form

Organization	Position	Subject
COG		COG, Open Meetings

Organization	Position	Subject

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

SBCTA		COG, Open Meetings

Bill information

Status: 06/05/2025 - Failed Deadline pursuant to Rule 61(a)(8). (Last location was INACTIVE FILE on 6/5/2025)(May be acted upon Jan 2026)

Summary: Current law prohibits a county or city from passing an ordinance within five days of introduction and requires the ordinance to be passed at a regular meeting or at an adjourned regular meeting, except that existing law authorizes an urgency ordinance to be passed immediately upon introduction at a regular or special meeting. Current law requires all ordinances to be read in full at the time of introduction or passage, as specified. Existing law requires nonurgency ordinances that are altered after introduction to be passed at a regular or at an adjourned regular meeting at least five days after alteration, as specified. This bill would instead prohibit a county or city from passing an ordinance within five days of publication, as specified, except that the bill would authorize an urgency ordinance to be passed immediately upon introduction. (Based on 05/07/2025 text)

Location: 06/05/2025 - Senate 2 YEAR
Introduced: 02/10/2025
Last Amend: 05/07/2025

SB 340 | **Laird, D** | HTML | PDF

General plans: housing element: emergency shelter.

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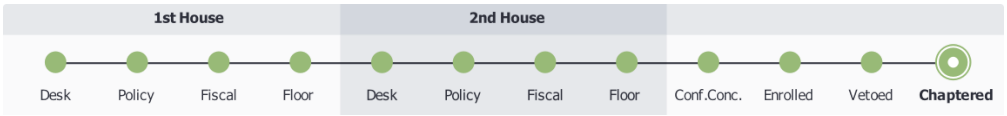

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 514, Statutes of 2025.

Summary: Current law requires a city or county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. Current law requires the housing element to identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, among other things. Current law requires the housing element to contain an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs, including by identifying one or more zoning designations that allow residential uses, including mixed uses, where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit and that are suitable for residential uses. Current law requires an emergency shelter to include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care. This bill would additionally require an emergency shelter to include all services provided onsite, including the addition or expansion of services that are consistent with certain written, objective standards. (Based on 10/10/2025 text)

Location: 10/10/2025 - Senate CHAPTERED
Last Amend: 09/03/2025

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Introduced: 02/12/2025

SB 358 | **Becker, D** | **HTML** | **PDF**

Mitigation Fee Act: mitigating vehicular traffic impacts.

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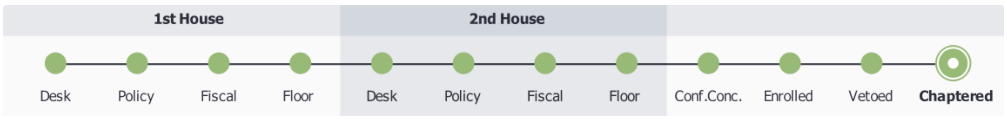

Tracking form

Organization	Position	Subject
COG		Air Quality, COG, Housing, Planning, Transportation

Organization	Position	Subject
SBCTA		Air Quality, COG, Housing, Planning, Transportation

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 515, Statutes of 2025.

Summary: The Mitigation Fee Act imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project. Current law requires a local agency that imposes a fee on a housing development for the purpose of mitigating vehicular traffic impacts to set the rate for that fee, if the housing development satisfies all of certain prescribed characteristics, to reflect a lower rate of automobile trip generation associated with such housing developments in comparison with housing developments without the prescribed characteristics, unless the local agency adopts findings after a public hearing establishing that the housing development, even with those characteristics, would not generate fewer automobile trips than a housing development without those characteristics. This bill would require those findings to be supported by substantial evidence in the record before or as part of the housing development project approval process. (Based on 10/10/2025 text)

Location: 10/10/2025 - Senate CHAPTERED

Last Amend: 07/07/2025

Introduced: 02/12/2025

SB 359 | **Niello, R** | **HTML** | **PDF**

Use Fuel Tax Law: Diesel Fuel Tax Law: exempt bus operation.

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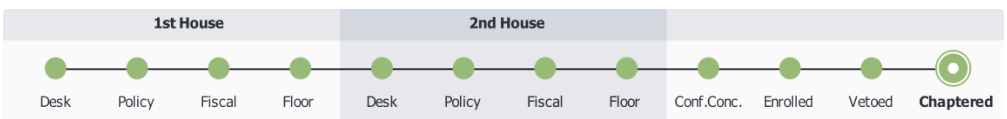

Tracking form

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Organization	Position	Subject
SBCTA		Transportation

Bill information

Status: 10/01/2025 - Chaptered by Secretary of State - Chapter 217, Statutes of 2025

Summary: The Use Fuel Tax Law imposes a state excise tax at specified rates, generally $0.18 per gallon, on the use of fuel, as defined, and establishes various exemptions from those taxes, including an exemption for any transit district, transit authority, or city owning and operating a local transit system, as provided. This bill would additionally apply this exemption to a county that owns and operates a local transit system, as provided. (Based on 10/01/2025 text)

Location: 10/01/2025 - Senate CHAPTERED

Last Amend: 06/26/2025

Introduced: 02/13/2025

SB 360 | **Rubio, D** | HTML | PDF

Land conservation: California Wildlife, Coastal, and Park Land Conservation Act: County of San Bernardino.

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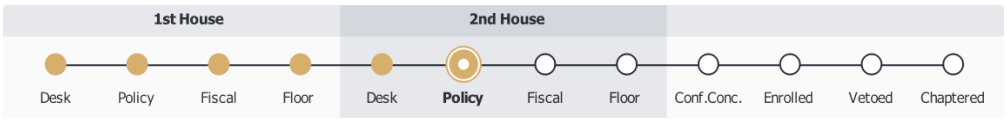

Tracking form

Organization	Position	Subject
COG		COG, Planning

Bill information

Status: 06/05/2025 - Referred to Com. on W. P., & W.

Summary: (1)The California Wildlife, Coastal, and Park Land Conservation Act, an initiative measure approved by the voters in the June 7, 1988, statewide primary election, provided bond funds for wildlife, coastal, and parkland conservation. The initiative measure authorizes the act to be amended by a 2/3 vote of the Legislature if the amendment is consistent with the purposes of the act. Existing law requires an applicant receiving state funds under the act to maintain any property acquired in perpetuity, as specified, to use the property only for the purposes stated in the act, and to make no other use, sale, or other disposition of the property except as authorized by a specific act of the Legislature. Existing law authorizes the County of San Bernardino to sell or exchange property it owns within the Chino Agricultural Preserve that was purchased with grant funds if it meets certain conditions. This bill would additionally authorize preservation of those lands or easements for park and recreational purposes, and would explicitly include, to the extent they are consistent with the purposes of the act, playgrounds, recreational venues, and preservation of historical resources as appropriate purposes. (Based on 05/23/2025 text)

Location: 06/05/2025 - Assembly Water, Parks and Wildlife

Last Amend: 05/23/2025

Introduced: 02/13/2025

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

SB 410 | Grayson, D | HTML | PDF

Common interest developments: association records: exterior elevated elements inspection.

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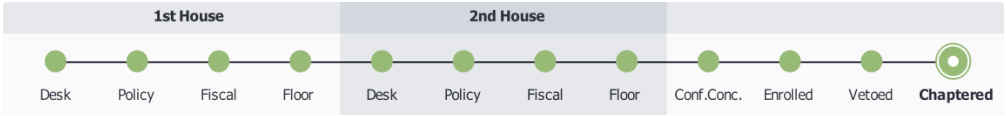

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 516, Statutes of 2025.

Summary: The Davis-Stirling Common Interest Development Act governs the management and operation of common interest developments. Current law requires the board of an association of a condominium project to cause a visual inspection to be conducted, at least every 9 years, of the exterior elevated elements for which the association has maintenance or repair responsibility. Current law requires an inspector to perform the visual inspection described above, as specified, and to issue a written report containing certain information, including recommendations for any necessary repair or replacement of the load-bearing components and associated waterproofing system, as those terms are defined. Current law limits the above-described provisions related to exterior elevated element inspections to buildings containing 3 or more multifamily dwelling units. Current law requires the owner of a separate interest, as defined, to provide specified documents to a prospective purchaser, as provided, and an association, as defined, to provide to the owner of a separate interest, upon request, those specified documents. Current law requires an association to distinguish and bill separately any fee charged for providing those specified documents to a separate interest owner and provides a form for billing disclosures, as provided. This bill would, in addition, require the above-described inspector's report to contain certain information, including the total number of units in the condominium project, as prescribed, and a certification that the inspector has conducted a visual inspection and evaluated a statistically significant sample, as defined, of the exterior elevated elements within the condominium project. The bill would, instead, apply the above-described provisions related to exterior elevated element inspections to buildings containing 3 or more attached multifamily dwelling units. (Based on 10/10/2025 text)

Location: 10/10/2025 - Senate CHAPTERED

Last Amend: 09/02/2025

Introduced: 02/14/2025

SB 415 | Reyes, D | HTML | PDF

Planning and zoning: logistics use developments: truck routes.

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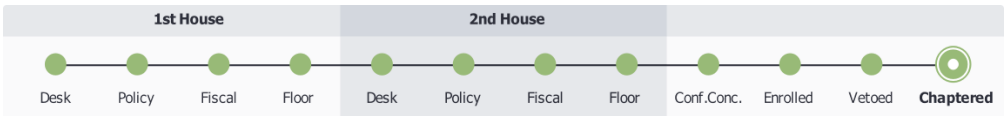

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Tracking form

Organization	Position	Subject
COG	Oppose Unless Amend	Air Quality, CEQA, COG, Commuter Rail, Economic Development, Goods Movement, Hydrogen, Planning, Transportation

Organization	Position	Subject
SBCTA	Oppose Unless Amend	Air Quality, CEQA, COG, Commuter Rail, Economic Development, Goods Movement, Hydrogen, Planning, Transportation

Bill information

Status: 10/03/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 316, Statutes of 2025.

Summary: Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including “21st century warehouse,” and “tier 1 21st century warehouse,” for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Current law, subject to specified exceptions, defines “logistics use” for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in effect at the time that the building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. The bill would revise the definition of “logistics use” and instead define “logistics use development” for these purposes to mean a building that is primarily used as a warehouse for the movement or the storage of cargo, goods, or products that are moved to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. (Based on 10/03/2025 text)

Location:	10/03/2025 - Senate CHAPTERED	**Last Amend:**	09/09/2025
Introduced:	02/14/2025 (Spot bill)		

SB 417 | Cabaldon, D | HTML | PDF

The Affordable Housing Bond Act of 2026.

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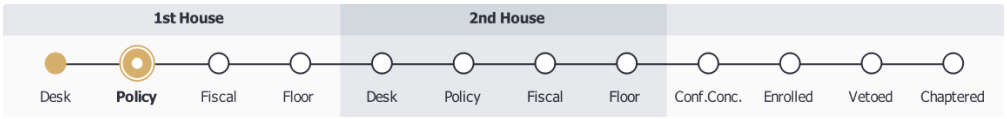
Attachment: Bill Report 11-25 (12089 : State Legislative Update)



Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 02/19/2025 - From printer. May be acted upon on or after March 21.

Summary: Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 02/18/2025 text)

Location: 02/18/2025 - Senate Rules
Introduced: 02/18/2025

SB 419 | **Caballero, D** | **HTML** | **PDF**

Hydrogen fuel.

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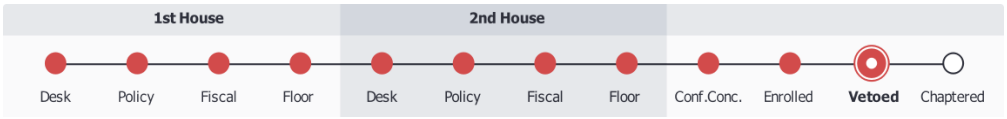

Tracking form

Organization	Position	Subject
SBCTA	Watch	Transportation

Bill information

Status: 10/01/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.

Summary: Would, on and after July 1, 2026, provide an exemption from the taxes imposed by the Sales and Use Tax Law for the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, hydrogen fuel, as defined. (Based on 09/12/2025 text)

Location: 10/01/2025 - Senate VETOED
Introduced: 02/18/2025
Last Amend: 09/02/2025

SB 424 | **Grove, R** | **HTML** | **PDF**

California Environmental Quality Act: expired regional habitat conservation plan: exemption.

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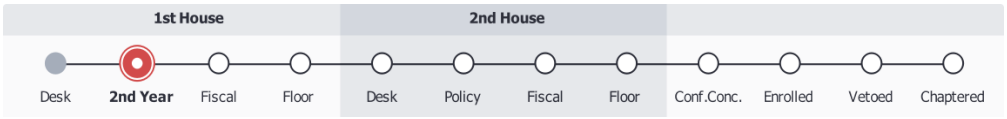
Attachment: Bill Report 11-25 (12089 : State Legislative Update)



Tracking form

Organization	Position	Subject
COG		CEQA, Planning, Transportation

Organization	Position	Subject
SBCTA		CEQA, Planning, Transportation

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.Q. on 4/2/2025)(May be acted upon Jan 2026)

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from the requirements of CEQA a project developed solely to serve an urgent public health or housing need, as specified, that is within the boundaries of an expired regional habitat conservation plan, and that had an environmental review completed consistent with the requirements of the regional habitat conservation plan as the plan existed before the plan's expiration. Because the bill would require a lead agency to determine the applicability of this exemption, the bill would impose a state-mandated local program. (Based on 03/25/2025 text)

Location: 05/01/2025 - Senate 2 YEAR
Introduced: 02/18/2025
Last Amend: 03/25/2025

SB 445 | **Wiener, D** | **HTML** | **PDF**

High-speed rail: third-party agreements, permits, and approvals: regulations.

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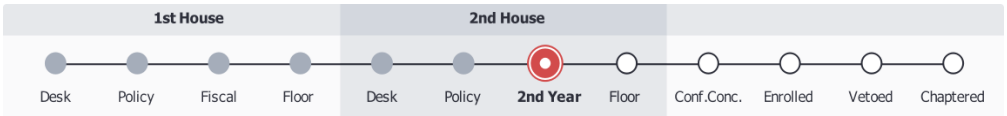

Tracking form

Organization	Position	Subject
COG		Air Quality, CEQA, COG, Commuter Rail, Hydrogen, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		Air Quality, CEQA, COG, Commuter Rail, Hydrogen, Planning, Transit, Transportation

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Summary: Current law creates the High-Speed Rail Authority Office of the Inspector General (office) and authorizes the High-Speed Rail Authority Inspector General (inspector general) to initiate an audit or review regarding oversight related to delivery of the high-speed rail project undertaken by the authority and the selection and oversight of contractors related to that project. Current law requires the inspector general to submit annual reports to the Legislature and Governor regarding its findings. This bill would require the authority, on or before July 1, 2026, to develop and adopt internal rules, as defined, setting forth standards and timelines for the authority to engage utilities to ensure coordination and cooperation in relocating utility infrastructure or otherwise resolving utility conflicts affecting the delivery of the high-speed rail project. The bill would require the authority to ensure that the internal rules, among other things, identify the circumstances under which the authority would be required seek to enter into a cooperative agreement with a utility that, where relevant, identifies who is responsible for specific utility relocations, as specified. (Based on 07/17/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Last Amend:**	07/17/2025
Introduced:	02/18/2025		

SB 448 | Umberg, D | HTML | PDF

Trespassing: removal of trespassers on residential property.

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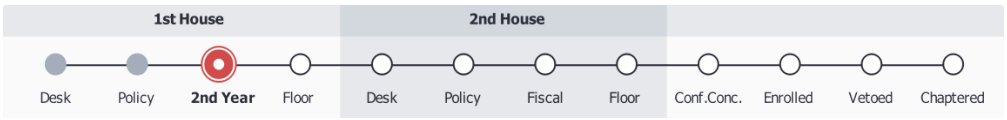

Tracking form

Organization	Position	Subject
COG		COG, Housing

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/12/2025)(May be acted upon Jan 2026)

Summary: Current law prohibits the tenant of a property to remain on a property after the lawful termination of a lease agreement, as specified. Current law prescribes a procedure for obtaining a judgment against such a tenant and for effecting the eviction of that tenant. Current law prohibits entering or occupying real property or structures without the consent of the owner. This bill would define a squatter as somebody who unlawfully enters and remains in a residential property and, upon request, refuses to leave or falsely claims a legal right of possession. This bill would prescribe a procedure for the notice and removal of a squatter by a local law enforcement agency. The bill would authorize a property owner or their agent to serve a demand to vacate, as specified, upon a squatter. The bill would authorize the owner or agent, after service of the demand, to submit a request, signed under penalty of perjury, to the local law enforcement agency with primary jurisdiction where the property is located, as specified. (Based on 04/09/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Last Amend:**	04/09/2025
Introduced:	02/18/2025		

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

SB 486 | Cabaldon, D | HTML | PDF

Regional housing: public postsecondary education: changes in enrollment levels: California Environmental Quality Act.

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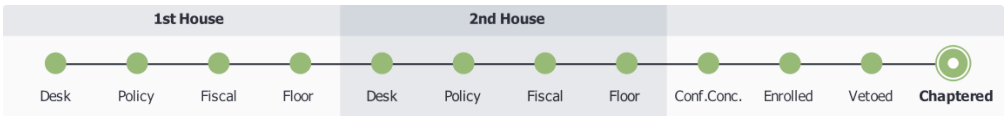

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 517, Statutes of 2025.

Summary: Existing law requires certain transportation planning agencies to prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Existing law requires each regional transportation plan to include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, identify areas within the region sufficient to house all the population of the region, including all economic segments of the population, over the course of the planning period of the regional transportation plan taking into account net migration into the region, population growth, household formation, and employment growth. This bill would require the sustainable communities strategy, in identifying areas within the region sufficient to house all the population of the region, to also take into account changes in enrollment levels at institutions of public higher education, as defined. By imposing additional duties on metropolitan planning organizations, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. (Based on 10/10/2025 text)

Location: 10/10/2025 - Senate CHAPTERED

Last Amend: 09/05/2025

Introduced: 02/19/2025

SB 489 | Arreguín, D | HTML | PDF

Local agency formation commissions: written policies and procedures: Permit Streamlining Act: housing development projects.

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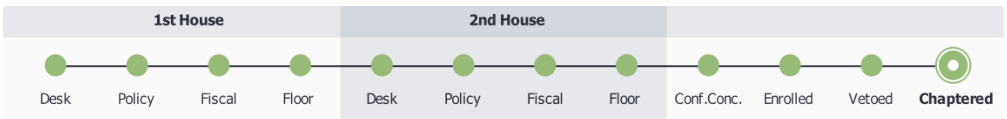

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 518, Statutes of 2025.

Summary: The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 governs the procedures for the formation and change of organization of cities and special districts and establishes a local agency formation commission in each county consisting of members appointed as provided. The act expresses the intent of the Legislature that each local agency formation commission, by January 1, 2002, establish written policies and procedures and exercise its powers in a way that encourages and provides planned, well-ordered, efficient urban development patterns, as specified. The act requires these written policies and procedures to include forms to be used for various submittals to the commission, as provided. The act requires each commission to provide access to notices and other information to the public on an internet website, as specified, including notice of all public hearings and commission meetings. This bill would require that each local agency formation commission establish the written policies and procedures described above. The bill would require that the written policies and procedures include any forms necessary for a complete application to the commission concerning a proposed change of organization or reorganization. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Last Amend:**	08/26/2025
Introduced:	02/19/2025 (Spot bill)		

SB 492 | **Menjivar, D** | **HTML** | **PDF**

Youth Housing Bond Act of 2025.

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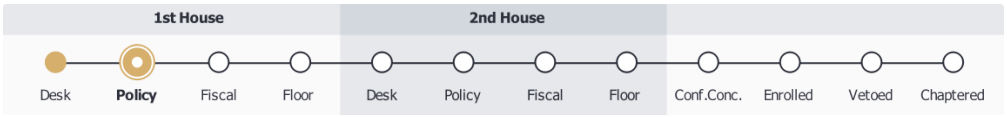

Tracking form

Organization	Position	Subject
COG		Budget, COG, Funding, Housing, Planning

Bill information

Status: 02/20/2025 - From printer. May be acted upon on or after March 22.

Summary: Would enact the Youth Housing Bond Act of 2025 (bond act), which, if adopted, would authorize the issuance of bonds in the amount of $____ pursuant to the State General Obligation Bond Law to finance the Youth Housing Program, established as part of the bond act. The bill, as a part of the program, would require the Department of Housing and Community Development to make awards to local agencies, nonprofit organizations, and joint ventures for the purpose of acquiring, renovating, constructing, and purchasing equipment for youth centers or youth housing, as those terms are defined. This bill would provide for submission of the bond act to the voters at the November 3, 2026, statewide general election in accordance with specified law. (Based on 02/19/2025 text)

Location:	02/19/2025 - Senate Rules		
Introduced:	02/19/2025		

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

SB 502 | Arreguín, D | HTML | PDF

Local education agency-owned land: development of affordable housing.

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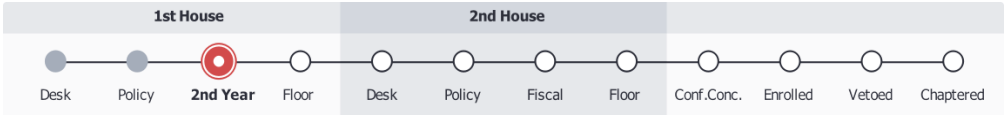

Tracking form

Organization	Position	Subject
COG		Budget, COG, Funding, Housing, Planning

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/12/2025)(May be acted upon Jan 2026)

Summary: Current law establishes the Department of Housing and Community Development (HCD) in the Business, Consumer Services, and Housing Agency for purposes of carrying out state housing policies and programs. Current law prescribes requirements for the disposal of surplus land by a local agency, as defined, and requires, except as provided, a local agency disposing of surplus land to comply with certain notice requirements before disposing of the land or participating in negotiations to dispose of the land with a prospective transferee, particularly that the local agency send a notice of availability to housing sponsors, as defined, that have notified HCD of their interest in surplus land, as specified. Current law establishes the Department of General Services (DGS) in the Government Operations Agency for purposes of, among other things, planning, acquiring, constructing, and maintaining state buildings and property. Executive Order No. N-06-19 required DGS to create a digitized inventory of all state-owned parcels that are in excess of foreseeable needs, as provided. Current law required DGS to develop, in consultation with HCD, no later than September 1, 2023, a set of criteria to consistently evaluate state-owned parcels for suitability as affordable housing sites. Current law requires DGS to update the digitized inventory of all excess state land suitable for affordable housing after the conclusion of its review based on those criteria. Current law also requires DGS to annually update the digitized inventory created pursuant to Executive Order No. N-06-19 of all excess state land, as defined, suitable for affordable housing identified by its review. This bill would authorize a local education agency to submit a list of any available local education agency-owned land to HCD for purposes of determining the suitability for development of affordable housing. The bill would require HCD, in consultation with DGS, to conduct a review of the local education agency-owned land and determine the suitability of the land for the development of affordable housing, consistent with the above-described criteria. (Based on 04/24/2025 text)

Location: 05/23/2025 - Senate 2 YEAR
Introduced: 02/19/2025
Last Amend: 04/24/2025

SB 506 | Committee on Transportation | HTML | PDF

Transportation: omnibus bill.

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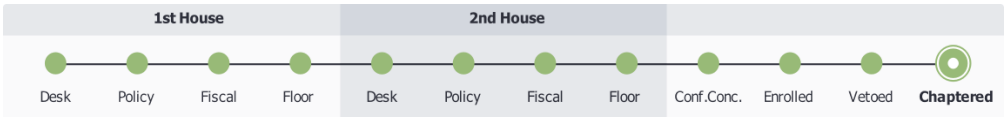
Attachment: Bill Report 11-25 (12089 : State Legislative Update)



Tracking form

Organization	Position	Subject
SBCTA		Budget, Funding, Planning, Transportation

Bill information

Status: 10/06/2025 - Chaptered by Secretary of State - Chapter 417, Statutes of 2025

Summary: Current law establishes the Tri-Valley-San Joaquin Valley Regional Rail Authority for purposes of planning, developing, and delivering cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's rapid transit system and the Altamont Corridor Express commuter rail service in the Tri-Valley that meets the goals and objectives of the community, as specified. Current law requires the authority's governing board to be composed of 15 representatives. The bill would replace the Mountain House Community Services District with the City of Mountain House on the authority's governing board. (Based on 10/06/2025 text)

Location: 10/06/2025 - Senate CHAPTERED

Last Amend: 06/05/2025

Introduced: 02/19/2025

SB 512 | Pérez, D | HTML | PDF

District elections: initiatives.

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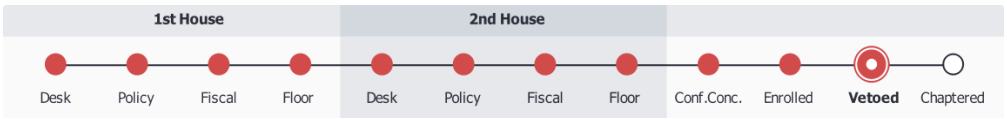

Tracking form

Organization	Position	Subject
SBCTA		

Bill information

Status: 10/13/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.

Summary: Current law prescribes the procedures by which a proposed ordinance may be submitted to the governing board of a district by an initiative measure. These procedures do not apply to specified districts, including a district formed under a law that does not provide a procedure for elections. This bill would authorize the voters of any district that has authority to impose a transactions and use tax for transportation purposes to impose a retail transactions and use tax by an initiative measure. The bill would prohibit the initiative tax from exceeding the maximum authorized rate for a tax imposed by an ordinance enacted by the governing body of the district, and the bill would require the initiative measure to contain all spending limitations and substantive accountability standards applicable to a tax imposed by an ordinance enacted by the governing body. (Based on 09/16/2025 text)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Location:	10/13/2025 - Senate VETOED	**Last Amend:**	07/17/2025
Introduced:	02/19/2025		

SB 549 | Allen, D | HTML | PDF

Local government: Second Neighborhood Infill Finance and Transit Improvements Act: Resilient Rebuilding Authority for the Los Angeles Wildfires.

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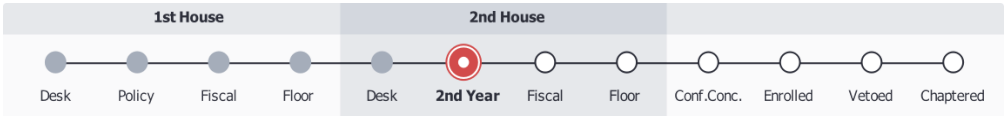

Tracking form

Organization	Position	Subject
COG		COG, Economic Development, Funding, Planning, Transportation

Organization	Position	Subject
SBCTA		COG, Economic Development, Funding, Planning, Transportation

Organization	Position	Subject
		Housing, Transit

Bill information

Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was L. GOV on 9/10/2025)(May be acted upon Jan 2026)

Summary: The Second Neighborhood Infill Finance and Transit Improvements Act, or NIFTI-2, authorizes a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate tax revenues of that entity to the district, including revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes imposed in accordance with the Transactions and Use Tax Law, if certain conditions are met, including that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district. This bill would revise NIFTI-2 to instead authorize, for resolutions adopted under that act's provisions on or after January 1, 2026, a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate property tax revenues, and to remove the authorization for adoption of a resolution that allocates revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes. The bill would also repeal the condition that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district (Based on 06/23/2025 text)

Location:	09/10/2025 - Assembly 2 YEAR	**Last Amend:**	06/23/2025
Introduced:	02/20/2025		

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

SB 569 | Blakespear, D | HTML | PDF

Department of Transportation: homeless encampments.

Progress bar

Tracking form

Organization	Position	Subject
COG		COG, Commuter Rail, Economic Development, Funding, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		COG, Commuter Rail, Economic Development, Funding, Planning, Transit, Transportation

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/16/2025)(May be acted upon Jan 2026)

Summary: Current law authorizes the Department of Transportation to establish maintenance programs related to highway cleanup, as specified. This bill would require the department to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual report to the Legislature summarizing specified information and recommendations regarding homeless encampments. (Based on 04/21/2025 text)

Location: 07/17/2025 - Assembly 2 YEAR
Introduced: 02/20/2025
Last Amend: 04/21/2025

SB 607 | Wiener, D | HTML | PDF

California Science and Health Research Bond Act.

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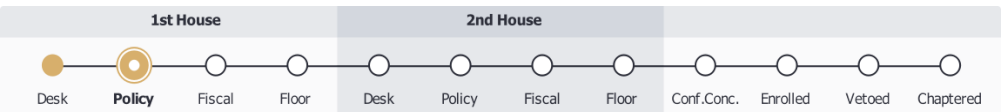

Tracking form

Organization	Position	Subject

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

COG		CEQA, COG, Economic Development, Housing, Planning, Transportation

Organization	Position	Subject
SBCTA		CEQA, COG, Economic Development, Housing, Planning, Transportation

Bill information

Status: 09/13/2025 - Re-referred to Com. on RLS.

Summary: Would establish the California Foundation for Science and Health Research within the Government Operations Agency. The bill would create the California Foundation for Science and Health Research Fund, upon appropriation by the Legislature, and require the moneys in the fund to be used by the foundation to award grants and make loans to public or private research companies, universities, institutes, and organizations for scientific research and development, in specific areas of research, including, but not limited to, biomedical, behavioral, and climate research. (Based on 09/12/2025 text)

Location: 09/13/2025 - Senate Rules
Introduced: 02/20/2025
Last Amend: 09/12/2025

SB 635 | Durazo, D | HTML | PDF

Food vendors and facilities: enforcement activities.

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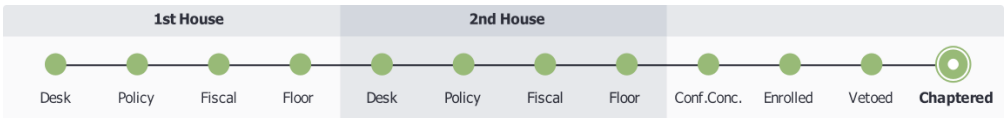

Tracking form

Organization	Position	Subject
COG	Watch	

Bill information

Status: 10/07/2025 - Chaptered by Secretary of State - Chapter 463, Statutes of 2025

Summary: Current law authorizes a local authority, as defined, to adopt a program to regulate sidewalk vendors if the program complies with specified standards. These standards include restricting the local authority from requiring a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns. This bill would prohibit a local authority, except as otherwise required by state or federal law, from providing voluntary consent to any individual to access, review, or obtain certain records of the local authority that include personally identifiable information of any sidewalk vendors in the jurisdiction without a subpoena or judicial warrant. The bill would also prohibit a local authority and its personnel from disclosing or providing in writing, verbally, or in any other manner personally identifiable information of any sidewalk vendor that is requested, except pursuant to a subpoena or a valid judicial warrant. The bill would define “personally identifiable information,” for these purposes, to include an individual’s name, business

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

name, home address, business address, birthdate, telephone number, California driver's license or identification, and other related information. (Based on 10/07/2025 text)

Location:	10/07/2025 - Senate CHAPTERED	**Last Amend:**	09/04/2025
Introduced:	02/20/2025		

SB 647 | **Hurtado, D** | **HTML** | **PDF**

Energy: Equitable Building Decarbonization Program: Low-Income Oversight Board: membership.

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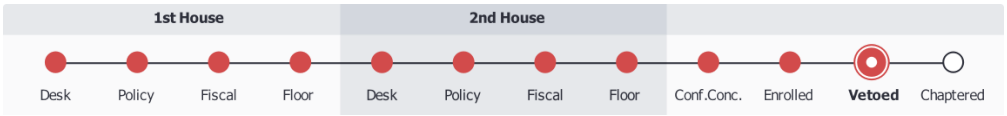

Tracking form

Organization	Position	Subject
COG		COG, Economic Development, Funding, PACE, Planning

Bill information

Status: 10/03/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.

Summary: Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission) to establish the Equitable Building Decarbonization Program that includes the direct install program and the statewide incentive program for low-carbon building technologies, as provided. This bill would require the Energy Commission to establish a mechanism to notify applicants to the Equitable Building Decarbonization Program that they may also be eligible for building energy efficiency and decarbonization incentives authorized by the Public Utilities Commission (PUC). (Based on 09/18/2025 text)

Location:	10/03/2025 - Senate VETOED	**Last Amend:**	09/02/2025
Introduced:	02/20/2025		

SB 677 | **Wiener, D** | **HTML** | **PDF**

Housing development: streamlined approvals.

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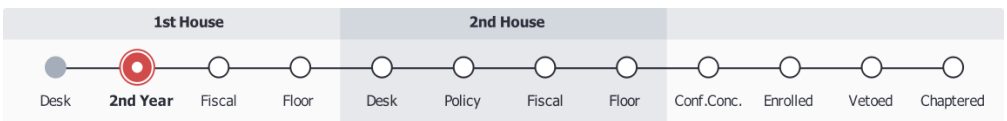

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was HOUSING on 4/9/2025)(May be acted upon Jan 2026)

Summary: The Planning and Zoning Law requires a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements. This bill would require ministerial approval for proposed housing developments containing no more than 2 residential units on any lot hosting a single-family home or zoned for 4 or fewer residential units, notwithstanding any covenant, condition, or restriction imposed by a common interest development association. (Based on 04/09/2025 text)

Location:	05/01/2025 - Senate 2 YEAR	**Last Amend:**	04/09/2025
Introduced:	02/21/2025		

SB 707 | Durazo, D | HTML | PDF

Open meetings: meeting and teleconference requirements.

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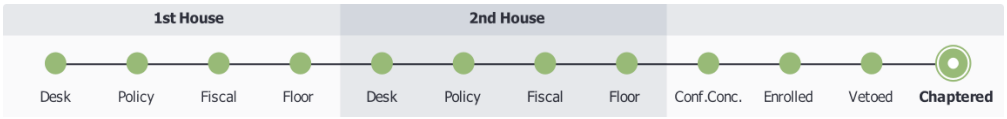

Tracking form

Organization	Position	Subject
COG		Open Meetings

Organization	Position	Subject
SBCTA		Open Meetings

Bill information

Status: 10/03/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 327, Statutes of 2025.

Summary: Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. This bill would, beginning July 1, 2026, and until January 1, 2030, require an eligible legislative body, as defined, to comply with additional meeting requirements, including that, except as specified, all open and public meetings include an opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, and that the eligible legislative body take specified actions to encourage residents to participate in public meetings, as specified. The bill would require an eligible legislative body, on or before July 1, 2026, to approve at a noticed public meeting in open session a policy regarding disruption of telephonic or internet services occurring during meetings subject to these provisions, as specified, and would require the eligible legislative body to comply with certain requirements relating to disruption, including for certain disruptions, recessing the open session for at least one hour and making a good faith attempt to restore the service, as specified. This bill contains other related provisions and other existing laws. (Based on 10/03/2025 text)

Location:	10/03/2025 - Senate CHAPTERED	**Last Amend:**	09/05/2025
Introduced:	02/21/2025		

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

SB 722 | Wahab, D | HTML | PDF

Transfer of real property: single-family homes, townhomes, and condominiums.

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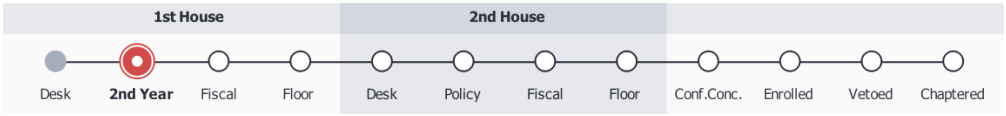

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was JUD. on 4/2/2025)(May be acted upon Jan 2026)

Summary: Would require a developer to only sell a newly constructed single-family home, townhome, or condominium that is issued a certificate of occupancy on or after January 1, 2026, to a natural person, and would prohibit a business entity, as defined, from purchasing those properties during that time period. The bill would also prohibit a natural person from transferring more than 4 single-family homes, townhomes, or condominiums to a business entity of which the natural person is a beneficial owner, as defined. If a natural person or nonprofit corporation sells or otherwise transfers a single-family home, townhome, or condominium to a business entity, the bill would require the business entity to disclose the names of all the beneficial owners of the business entity in the real property transfer documents. (Based on 04/21/2025 text)

Location: 05/01/2025 - Senate 2 YEAR
Introduced: 02/21/2025
Last Amend: 04/21/2025

SB 726 | Gonzalez, D | HTML | PDF

Public resources: state parks: Outdoor Equity Grants Program: applicants.

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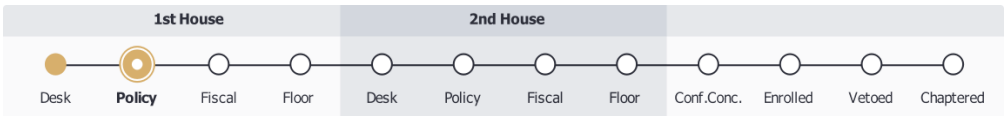

Tracking form

Organization	Position	Subject
COG		Budget, COG, Funding, Planning, Transportation

Organization	Position	Subject
SBCTA		Budget, COG, Funding, Planning, Transportation

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Bill information

Status: 03/12/2025 - Referred to Com. on RLS.

Summary: Current law requires the Outdoor Equity Grants Program to award grants to public organizations, including local governments and local educational agencies, joint power authorities, open-space authorities, regional open-space districts, other relevant public agencies or nonprofit organizations, as specified. Current law requires the Department of Parks and Recreation to gather information on applications following each award year to evaluate the effectiveness of outdoor environmental education programs in achieving the objectives of the grant program. This bill would make a nonsubstantive change to this provision. (Based on 02/21/2025 text)

Location: 02/21/2025 - Senate Rules
Introduced: 02/21/2025

SB 741 | Blakespear, D | HTML | PDF

Coastal resources: coastal development permit: exemption: Los Angeles-San Diego-San Luis Obispo Rail Corridor.

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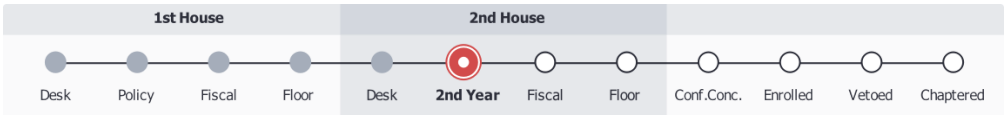

Tracking form

Organization	Position	Subject
SBCTA		Transit, Transportation

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was NAT. RES. on 6/5/2025)(May be acted upon Jan 2026)

Summary: The California Coastal Act of 1976, which is administered by the California Coastal Commission, requires any person wishing to perform or undertake any development in the coastal zone, as defined, to obtain a coastal development permit from a local government or the commission. Current law exempts from that coastal development permitting process certain emergency projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore existing highways, as provided. This bill would expand that exemption to include certain emergency projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore existing railroad track along the Los Angeles-San Diego-San Luis Obispo Rail Corridor, as provided. (Based on 04/21/2025 text)

Location: 07/17/2025 - Assembly 2 YEAR
Last Amend: 04/21/2025
Introduced: 02/21/2025

SB 752 | Richardson, D | HTML | PDF

Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.

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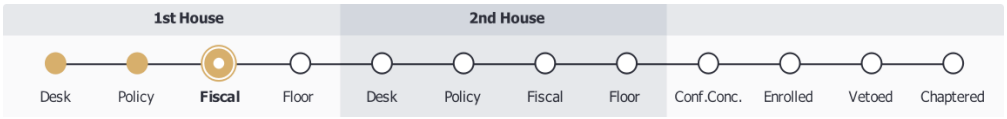
Attachment: Bill Report 11-25 (12089 : State Legislative Update)



Tracking form

Organization	Position	Subject
SBCTA		Commuter Rail, Funding, Hydrogen, Procurement, Transit, Transportation

Bill information

Status: 05/23/2025 - May 23 hearing: Held in committee and under submission.

Summary: Existing state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes, including, until January 1, 2026, an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, specified zero-emission technology transit buses sold to specified public agencies that are eligible for specified incentives from the State Air Resources Board. This bill would extend the exemption for specified zero-emission technology transit buses until January 1, 2028. This bill contains other related provisions. (Based on 02/21/2025 text)

Location: 05/19/2025 - Senate APPR. SUSPENSE FILE

Introduced: 02/21/2025

SB 772 | Cabaldon, D | HTML | PDF

Infill Infrastructure Grant Program of 2019: applications: eligibility.

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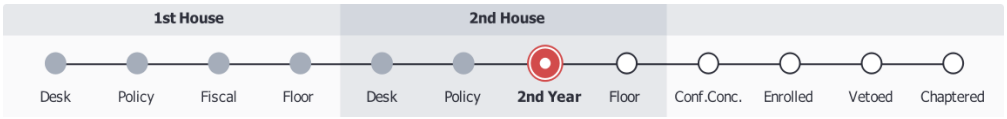

Tracking form

Organization	Position	Subject
COG		COG, Economic Development, Funding, Housing, Planning, Transportation

Organization	Position	Subject
SBCTA		COG, Economic Development, Funding, Housing, Planning, Transportation

Bill information

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Summary: Existing law establishes the Infill Infrastructure Grant Program of 2019 (program), which requires the Department of Housing and Community Development, upon appropriation of funds by the Legislature, to establish and administer a grant program to allocate those funds to eligible applicants to fund capital improvement projects that are an integral part of, or necessary to facilitate the development of, a qualifying infill project, qualifying infill area, or catalytic qualifying infill area. Existing law requires the department to administer a specified competitive application process for capital improvement projects for large jurisdictions, as defined. For these purposes, existing law defines a qualifying infill project to include a residential or mixed-use residential project located within an urbanized area on a vacant site where at least 75% of the perimeter of the site adjoins parcels that are developed with urban uses. This bill would expand the definition of qualifying infill project to include a residential or mixed-use residential project located within an urbanized area on a vacant site where at least 75% of the perimeter of the site adjoins parcels that have been previously developed with urban uses. (Based on 07/17/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Last Amend:**	07/17/2025
Introduced:	02/21/2025		

SB 786 | Arreguín, D | HTML | PDF

Planning and zoning: general plan: judicial challenges.

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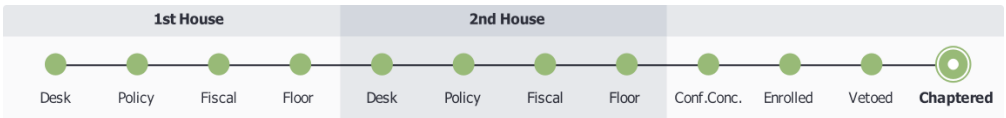

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 526, Statutes of 2025.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and of certain land outside its boundaries, and requires the general plan to contain specified mandatory elements. Current law specifies that these provisions generally do not apply to a charter city, but requires a charter city to adopt a general plan that contains the mandatory elements, among other things. Current law prescribes a process to challenge the validity of a general plan. Among other things, existing law requires a petitioner to request a hearing or trial, as specified. Current law requires a court to set a date for the hearing or trial to be heard no later than 120 days after the filing of the request, as specified. Current law authorizes a court to continue for a reasonable time the date of the hearing or trial upon written motion and finding of good cause. Current law requires a court to grant the petitioner temporary relief if the court grants a continuance to a respondent, as specified. This bill would apply to the above-described process to challenge the validity of a general plan to a charter city and state that this is declaratory of existing law. The bill would limit the period for which a court may continue a trial or hearing, as described above, to no more than 60 days and would additionally authorize a court to grant a continuance on the court's own motion. The bill would extend the requirement that a court grant temporary

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

relief, as described above, in any instance in which the court orders a continuance, rather than only if the court grants a continuance to a respondent. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Last Amend:**	09/02/2025
Introduced:	02/21/2025		

SB 797 | **Choi, R** | HTML | PDF

Electric utility distribution and transmission system facilities: undergrounding and insulation.

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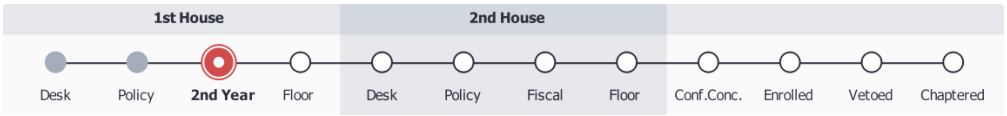

Tracking form

Organization	Position	Subject
COG		COG, Economic Development, Funding, Housing, Planning, Transportation

Organization	Position	Subject
SBCTA		COG, Economic Development, Funding, Housing, Planning, Transportation

Bill information

Status:	05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/19/2025)(May be acted upon Jan 2026)
Summary:	Would require the Public Utilities Commission, until January 1, 2031, to form a working group to study the cost of undergrounding and insulating overhead electric utility distribution system facilities or transmission system facilities, compile wildfire mitigation reports of electric utilities, and provide the Legislature, on or before July 1, 2027, with a plan on how to most effectively invest in undergrounding and insulating those facilities or how to otherwise support electrical corporations, as provided. (Based on 05/06/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Last Amend:**	05/06/2025
Introduced:	02/21/2025		

SB 799 | **Allen, D** | HTML | PDF

False claims: taxation.

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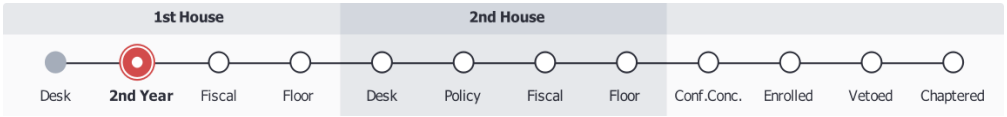

Tracking form

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Organization	Position	Subject
COG		COG, Funding, Planning, Transportation

Organization	Position	Subject
SBCTA		COG, Funding, Planning, Transportation

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was REV. & TAX on 4/9/2025)(May be acted upon Jan 2026)

Summary: The bill would apply the False Claims Act to claims, records, obligations, or statements made under the Revenue and Taxation Code if the damages pleaded in the action exceed $200,000, or the taxable income, gross receipts, or total sales of the individual or entity against whom the action is brought, as specified, exceeds $500,000 per taxable year. The bill would allow the Attorney General or prosecuting authority to obtain otherwise confidential records relating to taxes, fees, surcharges, or other obligations under the Revenue and Taxation Code needed to investigate or prosecute the suspected violations, but would otherwise require that information to be kept confidential and subject to the limitation, a violation of which is a crime, on taxpayer information's collection and use. By expanding the scope of a crime, the bill would impose a state-mandated local program. (Based on 04/10/2025 text)

Location: 05/01/2025 - Senate 2 YEAR
Introduced: 02/21/2025
Last Amend: 04/10/2025

SB 800 | **Reyes, D** | HTML | PDF

State bridges and overpasses: suicide prevention.

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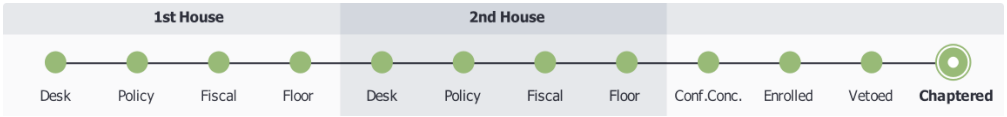

Tracking form

Organization	Position	Subject
SBCTA	Support	Transportation

Bill information

Status: 10/06/2025 - Chaptered by Secretary of State - Chapter 427, Statutes of 2025

Summary: Would require, beginning on or before July 1, 2028, the Department of Transportation, in consultation with the State Department of Public Health and in collaboration with impacted local governments, to incorporate suicide deterrent considerations in the updates of applicable guidance documents, as provided. (Based on 10/06/2025 text)

Location: 10/06/2025 - Senate CHAPTERED
Introduced: 02/21/2025
Last Amend: 09/02/2025

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

SB 801 | **Hurtado, D** | HTML | PDF

Agricultural workers: wages, hours, and working conditions: definitions.

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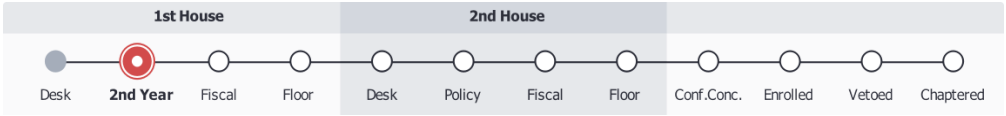

Tracking form

Organization	Position	Subject
COG		Air Quality, Budget, COG, Funding, Planning, Transportation

Organization	Position	Subject
SBCTA		Air Quality, Budget, COG, Funding, Planning, Transportation

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L., P.E. & R. on 4/2/2025)(May be acted upon Jan 2026)

Summary: Existing law sets wage, hour, meal break requirements, and other working conditions for employees and requires an employer to pay overtime wages to an employee who works in excess of a workday or workweek. Existing law establishes the Department of Industrial Relations and provides that one of its functions is to foster, promote, and develop the welfare of the wage earners of California, to improve their working conditions, and to advance their opportunities for profitable employment. This bill contains other existing laws. (Based on 03/24/2025 text)

Location: 05/01/2025 - Senate 2 YEAR
Introduced: 02/21/2025 (Spot bill)
Last Amend: 03/24/2025

SB 802 | **Ashby, D** | HTML | PDF

Housing finance and development: Sacramento Area Housing and Homelessness Agency: Multifamily Housing Program: Homekey: Homeless Housing, Assistance, and Prevention program.

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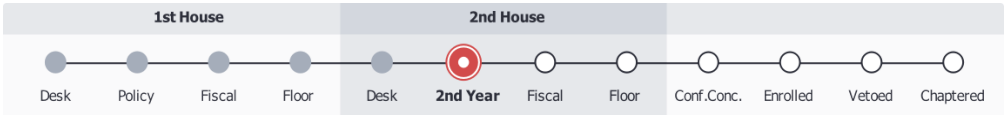

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was H. & C.D. on 5/29/2025)(May be acted upon Jan 2026)

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Summary: The Joint Exercise of Powers Act authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Current law authorizes the agreement to set forth the manner by which the joint powers authority will be exercised. This bill would require that the joint powers authority currently operating as the Sacramento Housing and Redevelopment Agency be restructured, expanded, amended, and renamed as the Sacramento Area Housing and Homelessness Agency, as provided. The bill would require the agency to include the County of Sacramento and qualified local agencies, as specified and defined, and would make the agency the regional authority for prescribed activities, including developing and preserving affordable housing and coordinating and administering homelessness prevention and response services. The bill would require the updated joint powers agreement to provide for a governing board and an exectuve director, as specified, and require the Sacramento Local Agency Formation Commission to form and appoint an independent task force to consolidate all entities for purposes of establishing the agency, as provided. The bill would require the agency to adopt a comprehensive strategic plan to address housing and homelessness no later than 3 years from the date the restructured joint powers agreement takes effect. The bill would also require the agency to establish and maintain a standing advisory board, as provided. Under the bill, the Sacramento Area Housing and Homelessness Agency would retain its legal identity as the public housing authority and redevelopment successor entity and continue to administer all existing housing, homelessness, and redevelopment programs in compliance with specified law. (Based on 06/23/2025 text)

Location:	07/17/2025 - Assembly 2 YEAR	**Last Amend:**	06/23/2025
Introduced:	02/21/2025		

SB 827 | Gonzalez, D | HTML | PDF

Local agency officials: training.

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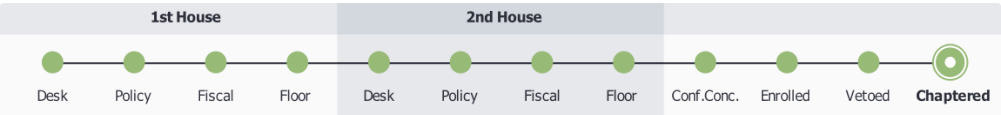

Tracking form

Organization	Position	Subject
COG		Air Quality, COG, Funding, Planning, Transportation

Organization	Position	Subject
SBCTA		Air Quality, COG, Funding, Planning, Transportation

Bill information

Status: 10/11/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 661, Statutes of 2025.

Summary: Current law imposes ethics training on specified local agency officials. Current law requires each training to be 2 hours and requires the officials to receive each training every 2 years, and as described otherwise, with the first training within one year of commencing service. Existing law requires the local agency to maintain records of the trainings, as prescribed. This bill would expand which local agency officials are required to

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

complete the above-described ethics training to include department heads, or other similar administrative officers, as specified, and would instead require officials who commence service on or after January 1, 2026, to receive their initial training within 6 months of commencing service. The bill would require the local agency to publish post clear instructions and contact information for requesting the training records on its internet website, as specified. This bill would additionally require all local agency officials, as defined, to receive at least 2 hours of fiscal and financial training, as described. The bill would require the training to be received at least once every 2 years, as provided. The bill would exempt from these requirements specified local agency officials if they are in compliance with existing education requirements specific to their positions. This bill would authorize a local agency or an association of local agencies to contract with or otherwise collaborate with a provider of a training course to offer one or more training courses, or sets of self-study materials with tests, to its local agency officials to meet the training requirement, as described. The bill would require the training courses and materials to be developed in consultation with experts in local government finance. finance, as specified. (Based on 10/11/2025 text)

Location:	10/11/2025 - Senate CHAPTERED	**Last Amend:**	09/02/2025
Introduced:	02/21/2025		

SB 828 | Cabaldon, D | HTML | PDF

Fireworks licenses and permits: criminal convictions: local jurisdictions.

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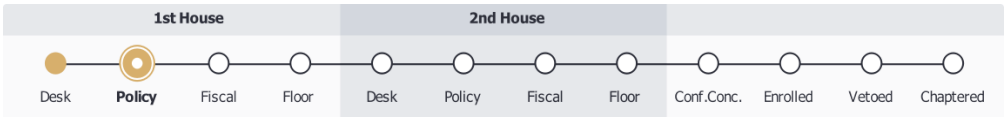

Tracking form

Organization	Position	Subject
COG		COG, Housing, Planning

Bill information

Status: 09/12/2025 - Withdrawn from committee. Re-referred to Com. on RLS.

Summary: The State Fireworks Law requires the State Fire Marshal to adopt regulations relating to fireworks as may be necessary for the protection of life and property. Current law requires these regulations to include, among other things, provisions for the granting of licenses and permits for the manufacture, wholesale, import, export, and sale of all classes of fireworks. Current law authorizes the State Fire Marshal to deny or revoke a fireworks license for specified reasons. A violation of the State Fireworks Law or the regulations issued pursuant thereto is a misdemeanor. Current law requires fireworks licensees seeking authorization for specified activities related to fireworks to submit a written application for a permit to the chief of the fire department or the chief fire prevention officer of the city or county, or to another issuing authority that may be designated by the governing body of the city or county, or, in the event there is no officer or person appointed within the area, to the State Fire Marshal or the State Fire Marshal's deputy, as provided. This bill would require a fireworks licensee to provide to the State Fire Marshal documentation affirming the possession of a permit applicable to fireworks activity and necessary local land use permits or other entitlements, as required by the public agency having local jurisdiction, and information about the storage sites for the fireworks. By

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

expanding the scope of a crime, the bill would impose a state-mandated local program. (Based on 09/11/2025 text)

Location:	09/12/2025 - Senate Rules	**Last Amend:**	09/11/2025
Introduced:	02/21/2025		

SB 840 | **Limón, D** | HTML | PDF

Greenhouse gases: Greenhouse Gas Reduction Fund: studies.

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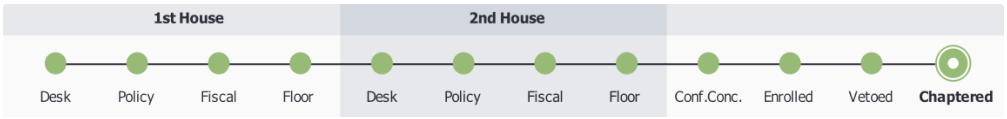

Tracking form

Organization	Position	Subject
COG		Cap & Trade, COG, Funding, Planning, Transit, Transportation

Organization	Position	Subject
SBCTA		Cap & Trade, COG, Funding, Planning, Transit, Transportation

Bill information

Status: 09/19/2025 - Chaptered by Secretary of State - Chapter 121, Statutes of 2025

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt regulations for greenhouse gas emissions limits and emissions reduction measures to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions in furtherance of achieving the statewide greenhouse gas emissions limit, as defined. The act authorizes the state board to revise regulations or adopt additional regulations to further the act. The act authorizes that state board to include in those regulations the use of a market-based compliance mechanism to comply with those regulations. Current law requires the state board, in regulations implementing the market-based compliance mechanism to, among other things, establish limits on the use of offset credits as a means for a covered entity to meet its compliance obligations. Current law requires moneys collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and continuously appropriates a portion of the moneys in the fund for various purposes. This bill would state the intent of the Legislature to direct specific percentages of the revenues deposited into the Greenhouse Gas Reduction Fund to individual funds dedicated to funding clean transportation, housing and community investment, clean air and water, wildfire prevention and resilience, agriculture, clean energy, and climate-focused innovation. (Based on 09/19/2025 text)

Location:	09/19/2025 - Senate CHAPTERED	**Last Amend:**	09/10/2025
Introduced:	02/21/2025 (Spot bill)		

Total Measures: 159
Total Tracking Forms: 207

Attachment: Bill Report 11-25 (12089 : State Legislative Update)

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Attachment: Bill Report 11-25 (12089 : State Legislative Update)

Minute Action

AGENDA ITEM: 18

Date: December 3, 2025

Subject:
Federal Legislative Update

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

- Transportation; and
- Council of Governments.

Background:
San Bernardino County Transportation Authority Legislative Affairs staff, along with a representative from federal advocates, Potomac Partners DC, LLC, updated the Legislative Policy Committee on November 12, 2025, on the Fiscal Year 2026 appropriations process and end of the government shutdown, as well as agency input on the reauthorization of the Surface Transportation Act.

Fiscal Year 2026 Appropriations Process

As previously reported, the House passed a 'clean' Continuing Resolution (CR) by a vote of 217-212 on September 19, 2025, but the Senate has not been able to gather the votes to pass the CR in the upper chamber, causing a shutdown of the federal government on October 1, 2025. Currently, the Senate has voted 15 times on the CR and has not been successful, pushing the shutdown past the 30-day mark.

As impacts to programs like the Supplemental Nutrition Assistance Program, farm insurance, federal grants, and more begin to see more tangible impacts, Congress will find themselves under increasing pressure to end the standoff.

At this time, programs and accounts funded through mandatory spending, including the Highway Trust Fund, are not impacted. Additionally, programs backed by the Infrastructure and Jobs Act appropriations continue to operate, covering most federal highway, transit, and highway safety programs, although some delays in funding distribution could be seen if the Department of Transportation sees increased staff reductions due to a prolonged shutdown.

Appropriations Bills Status

House Appropriations

- **Agriculture** - Passed full committee, awaiting floor consideration.
- **Commerce-Justice-Science** - Passed full committee, awaiting floor consideration.
- **Defense** – Passed the House floor on July 18, 2025.
- **Energy & Water** – Passed the House floor on September 4, 2025.
- **Financial Services** – Passed full committee, awaiting floor consideration.
- **Homeland Security** - Passed full committee, awaiting floor consideration.
- **Interior-Environment** - Passed full committee, awaiting floor consideration.
- **Labor-Health & Human Services (HHS)-Education** – Passed full committee, awaiting floor consideration.
- **Legislative Branch** - Passed full committee, awaiting floor consideration.

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

- **Military Construction & Veterans Affairs (MilCon-VA)** - Passed the House floor on June 25, 2025.
- **National Security-State** - Passed full committee, awaiting floor consideration.
- **Transportation-Housing & Urban Development (HUD)** - Passed full committee, awaiting floor consideration.

Senate Appropriations

- **Agriculture** – Passed Senate floor on August 1, 2025.
- **Commerce-Justice-Science** - Passed full committee, awaiting floor consideration.
- **Defense** – Passed Senate floor on July 31, 2025, awaiting floor consideration.
- **Energy & Water** -To Be Determined (TBD)
- **Financial Services** - TBD
- **Homeland Security** - TBD
- **Interior-Environment** - Passed full committee, awaiting floor consideration.
- **Labor-HHS-Education** - Passed full committee, awaiting floor consideration.
- **Legislative Branch** - Passed Senate floor on August 1, 2025.
- **MilCon-VA** - Passed Senate floor on August 1, 2025.
- **National Security-State** - TBD
- **Transportation-HUD** – Passed full committee, awaiting floor consideration.

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

Reviewed By:
This item was received by the Legislative Policy Committee on November 12, 2025.

Responsible Staff:
Molly Wiltshire, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 19

Date: December 3, 2025

Subject:
Adopt Resolution No. 26-007, Approve Bonding Documents to Issue the 2026 Bonds, and Award Single Source Agreements

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

A. Adopt Resolution No. 26-007, authorizing the issuance and sale of not-to-exceed $200,000,000 aggregate principal amount of SBCTA sales tax revenue bonds and further authorizing the execution and delivery of the Bond Purchase Agreements, Preliminary Official Statement, Seventh Supplemental Indenture, and Continuing Disclosure Certificate for the issuance of the 2026A Sales Tax Revenue Bonds and any other actions required to close the transaction. The Resolution must be approved by at least a two-thirds majority of the Board; and

B. Designate BofA Securities, Inc. as Senior Manager and Wells Fargo Bank, National Association, and Goldman Sachs & Co. LLC as Co-Managers for bond underwriting services; and

C. Approve new Fund 5027 and Task 0969 2026A Sales Tax Revenue Bonds; and

D. Approve a budget amendment for Fiscal Year 2025/2026 to record the bond transaction in Fund 6220 ($90,000,000) and Fund 6210 ($110,000,000) with estimated bond proceeds of $200,000,000 and to pay project costs associated with the issuance of the 2026A Sales Tax Revenue Bonds in the amount of $705,000; and

E. Find that it is in the best interest of the agency to enter **Single Source** Agreement No. 26-1003427 with Fitch Ratings, Inc. (Fitch) for bond rating services, and authorize the Executive Director, or her designee, to execute the agreement, pending the standard agreement letter to be provided by Fitch and upon approval as to final form by General Counsel, for Rating Services with an evergreen term, where SBCTA will terminate when the services are no longer needed, for the rating of the all sales tax revenue bonds for an amount not-to-exceed $100,000 to be funded from bond proceeds; and

F. Find that it is in the best interest of the agency to enter the **Single Source** Agreement No. 26-1003428 with S&P Global Ratings (S&P) for bond rating services, and authorize the Executive Director, or her designee, to execute the agreement, pending the standard agreement letter to be provided by S&P and upon approval as to final form by General Counsel, for Rating Services with an evergreen term, where SBCTA will terminate when the services are no longer needed, for the rating of the all sales tax revenue bonds for an amount not-to-exceed $100,000 to be funded from bond proceeds.

Background:
In 2004, San Bernardino County voters approved the extension of the Measure I ½ cent sales tax. Ordinance No. 04-01 authorizes the allocation of sales tax to the Valley and Mountain-Desert areas and establishes the expenditure plan. San Bernardino County Transportation Authority (SBCTA) presented to the Board of Directors (Board) the 2025 Update to the 10-Year Delivery Plan to identify the projects to be constructed and delivered over the next 10 years, and bonding for new money will be required for an estimated $468 million.

Entity: San Bernardino County Transportation Authority

Resolution No. 26-007 authorizes the issuance and sale of 2026A Sales Tax Revenue Bonds and delivery of a Seventh Supplemental Indenture, a bond purchase agreement, an official statement, a continuing disclosure certificate, and all other actions necessary to execute the issuance of the 2026A Sales Tax Revenue Bonds. The issuance of the bonds will secure funding for various projects in the Valley Freeway Interchange Projects (Interchange) and Freeway Projects (Freeway) Programs and to cover financing costs for fees from the financing team and other costs associated with the issuance. The financing team includes PFM Financial Advisors serving as financial advisor and Stradling Yocca Carlson & Rauth LLP serving as bond and disclosure counsel. The rating agencies are Fitch Ratings, Inc., and S&P Global Ratings (S&P); the selected underwriters are BofA Securities Inc., as senior book-running manager and Wells Fargo Bank, National Association, and Goldman Sachs & Co. LLC as co-managers; and the trustee is US Bank Trust Company, National Association. The Seventh Supplemental Indenture delineates the responsibilities of SBCTA and the trustee to comply with debt covenants and financial and reporting requirements. The bond purchase agreement is between SBCTA and BofA Securities, Inc. (the "Representative"), on behalf of itself, Wells Fargo Bank, National Association, and Goldman Sachs & Co. LLC (collectively, the "Underwriters") and delineates the duties and responsibilities of the Underwriters and discloses the Underwriters' fee. The official statement is a document issued by SBCTA disclosing intent to sell bonds to potential buyers and providing all material information deemed necessary for investors to make an informed decision regarding the purchase of our offered securities, as prescribed by the Securities and Exchange Commission.

The current market conditions reflect a volatile interest rate environment coupled with continued high demand for highly rated, tax exempt bonds.

Average Coupon	5.00%
Final Maturity	March 1, 2040
True Interest Cost (A)	3.237%
Bond Proceeds	$150,000,000
Cost of Issuance	$704,884
Total Payment Amount (B)	$189,964,679

(A) The rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received.
(B) The sum of all debt service payments plus fees and charges paid to third parties not paid with bond proceeds.

Recommendation A is required to proceed with the closing of the issuance of the 2026A Sales Tax Revenue Bonds and includes adoption of Resolution No. 26-007 and approval of bond documents as described above and all other actions required to close the transaction. The Preliminary Official Statement is in draft form since there may be minor updates before it gets posted. The Bond Purchase Agreement, Continuing Disclosure Certificate, and Seventh Supplemental Indenture will be finalized when pricing is complete, which is expected to take place in January 2026. Staff and consultants will have the flexibility to determine the optimal timing for the bond sale in order to achieve the best possible pricing.

Recommendation B is to designate the underwriters chosen through the contract task order review process from the bench established under Contract 22-1002674. BofA Securities, Inc. was selected as the senior manager and Wells Fargo Bank and Goldman Sachs & Co. LLC were selected as co-managers on the deal.

Recommendation C is to approve new Fund 5027 and Task 0969 (2026A Sales Tax Revenue Bonds) to record the interest, principal, and trustee fees on the new bonds and to utilize Funds 6220 and 6210 and Task 0969 (sales tax revenue proceeds) to record the issuance of the new bonds and cost of issuance, which includes legal, financial advisor, underwriter, rating agencies, trustee, verification agent, printing, and other fees.

Recommendation D is to approve a budget amendment to record the bond proceeds in an amount up to $200,000,000 (including premium estimated at $10,000,000), to be recorded in Fund 6220 ($90,000,000) and Fund 6210 ($110,000,000), and costs in connection with the issuance of the bonds estimated at $705,000.

Recommendation E is to approve Single Source Agreement No. 26-1003427 with Fitch Ratings, Inc. (Fitch) to issue a credit rating and annual surveillance for the 2026A Sales Tax Revenue Bonds. Award of single source contracts is allowed under Section VI.A.3 of Contracting and Procurement Policy No. 11000, which provides an exception to the competitive process for instances based upon a requirement for unique qualifications, the existence of significant time constraints, substantial duplication of costs, and/or demonstrated experience.

Recommendation F is to approve Single Source Agreement No. 26-1003428 with S&P, to issue a credit rating and annual surveillance for the 2026A Sales Tax Revenue Bonds. Award of single source contracts is allowed under Section VI.A.3 of Policy No. 11000, which provides an exception to the competitive process for instances based upon a requirement for unique qualifications, the existence of significant time constraints, substantial duplication of costs, and/or demonstrated experience.

The bond ratings and annual surveillance are an important component when issuing debt because the ratings alert investors to the quality and stability of the debt instrument. That is, the ratings greatly influence interest rates, investment appetite, and bond pricing. Fitch and S&P were selected as they previously provided the ratings for the current sales tax revenue bonds. Also, per Policy No. 11000, Section IV.B.4., the maximum term for procurement contracts shall be no more than five years unless otherwise authorized by the SBCTA Board. Since Fitch and S&P will not agree to a limited term, it is in SBCTA's best interest to accept the evergreen terms so as to avoid disruption of the debt refinancing. Per the terms of the agreements, SBCTA can terminate at any time.

Financial Impact:
This item is not consistent with the Fiscal Year (FY) 2025/2026 Budget. Recommendation D is to amend the FY 2025/2026 Budget in Program 60 to add Fund 6220 ($90,000,000) and Fund 6210 ($110,000,000) to record estimated bond proceeds of $200,000,000 and in Program 40 to pay project costs associated with the 2026A Sales Tax Revenue Bonds of $200,000,000 and the issuance cost of $705,000.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being directly presented to this body because California Government Code requires an agenda item involving borrowing to be presented as a discussion item. SBCTA General Counsel and Procurement Manager have reviewed this item, the resolution, and bond documents.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

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Attachment: Resolution 26-007 of Issuance (SBCTA 2026 Bonds), 4933-8610-1849_6 (11807 : Adopt Resolution No. 26-007, Approve Bonding

RESOLUTION NO. 26-007

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $200,000,000 AGGREGATE PRINCIPAL AMOUNT OF SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY SALES TAX REVENUE BONDS (LIMITED TAX BONDS), THE EXECUTION AND DELIVERY OF A SEVENTH SUPPLEMENTAL INDENTURE, PURCHASE CONTRACT, OFFICIAL STATEMENT AND CONTINUING DISCLOSURE CERTIFICATE AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH

WHEREAS, the San Bernardino County Transportation Authority (the "Authority") is a county transportation authority duly organized and existing pursuant to the San Bernardino County Transportation Authority Consolidation Act of 2017, being Chapter 7 of Division 12 of the Public Utilities Code of the State of California (Section 130800 et seq.) (as amended from time to time hereafter, the "Authority Act") and is authorized pursuant to the Authority Act and the Local Transportation Authority and Improvement Act (the "Act"), being Division 19 of the Public Utilities Code of the State of California (Section 180000 et seq.) to, among other things, and with voter approval, levy a retail transactions and use tax in accordance with the provisions of Chapter 5 of the Act (Section 180200 et seq.) and Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code (the "Sales Tax Law");

WHEREAS, the Authority adopted Ordinance No. 89-1, named the "Transportation Expenditure Plan and Retail Transactions and Use Tax Ordinance" (as further amended and supplemented, "Ordinance No. 89-1"), on August 2, 1989, pursuant to the provisions of the Act, which Ordinance No. 89-1 provided for the imposition of a retail transactions and use tax (the "Sales Tax") applicable in the incorporated and unincorporated territory of San Bernardino County (the "County") in accordance with Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed twenty (20) years;

WHEREAS, by its terms, Ordinance No. 89-1 became effective at the close of the polls on November 7, 1989, the day of the election at which the proposition imposing the Sales Tax was approved by a majority vote of the electors voting on the measure, and the collection of the Sales Tax commenced on April 1, 1990;

WHEREAS, the Authority adopted Ordinance No. 04-01, named "An Ordinance Providing for the Continuation of a One-Half of One Percent Retail Transactions and Use Tax by the San Bernardino County Transportation Authority for Local Transportation Purposes and the Transportation Expenditure Plan" (the "Ordinance") on June 2, 2004, pursuant to the provisions of the Act, which Ordinance provides for the continued imposition of the Sales Tax applicable in the incorporated and unincorporated territory of the County in accordance with the provisions of Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed thirty (30) years beginning April 1, 2010;

WHEREAS, the Ordinance became effective at the close of the polls on November 2, 2004, the day of the election at which the proposition providing for the continued imposition of the Sales Tax was approved by more than two-thirds of the electors voting on the measure;

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WHEREAS, the Authority is authorized by the Authority Act, the Act and the Ordinance to issue from time to time limited tax bonds authorized by voters concurrently with the approval of the Sales Tax, secured and payable in whole or in part from revenues of the Sales Tax ("Sales Tax Revenues"), in an aggregate principal amount at any one time outstanding not to exceed the estimated proceeds of the Sales Tax, for capital outlay expenditures for transportation purposes as set forth in the Act and the Ordinance, including to carry out the transportation projects described in the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance (including any amendments thereto, the "Expenditure Plan");

WHEREAS, the Authority desires to finance certain public facilities (the "2026 Project") for the Authority through the issuance of bonds in an aggregate principal amount not to exceed $200,000,000 designated as the "San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A" (the "Bonds");

WHEREAS, the Authority hereby further determines that the Bonds shall be issued pursuant to the Indenture, as supplemented to date, and a Seventh Supplemental Indenture (the "Seventh Supplemental Indenture"), which Seventh Supplemental Indenture is proposed to be entered into by the Authority and U.S. Bank Trust Company, National Association as successor trustee (the "Trustee");

WHEREAS, the proceeds of the Bonds will be applied pursuant to the provisions of the Act, the Authority Act, the Ordinance, the Expenditure Plan and the Indenture, including as supplemented by the Seventh Supplemental Indenture as finally executed and delivered, for the following purposes: (i) to finance the 2026 Project and (ii) to pay costs incurred in connection with the issuance of such Bonds;

WHEREAS, in order to set forth the terms of sale of the Bonds, the Authority proposes to enter into a bond purchase agreement (the "Purchase Contract") with BofA Securities, Inc., Goldman Sachs & Co. LLC, and Wells Fargo Bank, National Association (collectively, the "Underwriters"), and, in order to facilitate the offering of the Bonds, the Authority proposes to execute and deliver an official statement (the "Official Statement") describing the Bonds and certain related matters;

WHEREAS, the Authority has appointed PFM Financial Advisors LLC as municipal advisor to the Authority (the "Municipal Advisor") and has retained Stradling Yocca Carlson & Rauth LLP as bond counsel and disclosure counsel to the Authority;

WHEREAS, the Authority has been presented with proposed forms of Seventh Supplemental Indenture, Purchase Contract, Continuing Disclosure Certificate and the Official Statement in preliminary form (the "Preliminary Official Statement") relating to the financing described herein (the "Financing"), and the Authority has examined and approved each document and desires to authorize and direct the execution of such documents as are specified herein and such other documents as are necessary or advisable in connection with the Financing and to authorize and direct the consummation of the Financing;

WHEREAS, in compliance with SB 450, the Authority has obtained from the Municipal Advisor the required good faith estimates and such estimates are disclosed and set forth in Exhibit A attached hereto; and

WHEREAS, all acts, conditions and things required by the Act, the Authority Act, the Sales Tax Law, the Ordinance, the Expenditure Plan and the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the Financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to authorize such Financing, including the issuance of the Bonds pursuant to the Indenture and Seventh Supplemental Indenture, and to authorize the execution of the Seventh Supplemental Indenture, the Purchase Contract, the Official Statement and the Continuing Disclosure Certificate for the purposes, in the manner and upon the terms provided;

NOW, THEREFORE, BE IT RESOLVED BY THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY as follows:

Section 1. The Authority finds and determines that the foregoing recitals are true and correct.

Section 2. The issuance by the Authority of not to exceed $200,000,000 aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A, in accordance with the provisions set forth in the Seventh Supplemental Indenture, in one or more series or subseries or additional series and subseries designations, as applicable, is hereby authorized and approved.

Section 3. The proposed form of Seventh Supplemental Indenture presented to this meeting and the terms and conditions thereof are hereby approved. The structure, date, maturity date or dates (not to exceed March 1, 2040), fixed interest rate or rates (such rates not to exceed a maximum of 5.00% per annum) or methods of determining the same, principal and interest payment dates, forms, registration and conversion and exchange privileges, if any, place or places of payment, terms of redemption, mandatory purchase, authorized denominations of $5,000 or integral multiples thereof, series and sub-series designations, form of bonds and other terms of the Bonds shall be (subject to the foregoing limitations) as provided in the Indenture and the Seventh Supplemental Indenture as it is finally executed and delivered.

The Executive Director of the Authority (the "Executive Director") and the Chief Financial Officer of the Authority (the "Chief Financial Officer" and, together with the Executive Director, referred to herein as an "Authorized Officer") are singly hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Seventh Supplemental Indenture, in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof

Section 4. The proposed form of Purchase Contract presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, (i) to sell the Bonds pursuant to the Purchase Contract to the Underwriters, and (ii) to execute and deliver a Purchase Contract, in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof, provided that: (i) the Underwriters' compensation set forth therein shall not exceed 0.50% of

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the principal amount of the Bonds and (ii) the true interest cost ("TIC") to the Authority of the Bonds shall not exceed 5.00%.

Section 5. The proposed form of Preliminary Official Statement presented to this meeting is hereby approved, and an Authorized Officer is hereby authorized and directed to append the Authority's Annual Comprehensive Financial Report for the year ended June 30, 2025 to such Preliminary Official Statement. An Authorized Officer is hereby authorized and directed to execute and deliver to the Underwriters a certificate deeming final the Preliminary Official Statement, in substantially the form presented to this meeting and with such changes as the Authorized Officer approves in the interest of the Authority, within the meaning of Securities Exchange Commission Rule 15c2-12. The Underwriters are hereby authorized to distribute the Preliminary Official Statement in the form so deemed final by the Authorized Officer. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a final Official Statement, in substantially said form, including the Authority's Annual Comprehensive Financial Report for the year ended June 30, 2025 appended thereto by an Authorized Officer, and with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The proposed form of Continuing Disclosure Certificate presented to this meeting is hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Continuing Disclosure Certificate, in substantially said form, with such changes therein as such officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. All approvals, consents, directions, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, including, without limitation, any amendment of any of the documents authorized by this Resolution or any other agreement related thereto, or any reserve facility, any investment of proceeds of the Bonds, or in connection with the addition, substitution or replacement of underwriters, or any agreements with paying agents, the removal or replacement of the Trustee or any similar action may be given or taken by an Authorized Representative (as such term is defined in the Indenture), without further authorization or direction by this Board, and each Authorized Representative is hereby authorized and directed to give any such approval, consent, direction, notice, order, request, or take other action and to execute such documents which such Authorized Representative or Director may deem necessary or desirable to further the purposes of this Resolution.

Section 8. All actions heretofore taken by the officers and agents of the Authority with respect to the Financing and the issuance and sale of the Bonds are hereby ratified, confirmed and approved. If at the time of execution of any of the documents authorized herein, the Executive Director is unavailable, such documents may be executed by the Deputy Executive Director of Operations and Capital Delivery ("Deputy Executive Director") of the Authority or the Chief Financial Officer in lieu of the Executive Director. The Chief Financial Officer of the Authority shall act as the Auditor-Controller of the Authority for execution of the Bonds. The Clerk of the Board of the Authority is hereby authorized to attest to the execution by the President or Executive Director or the Deputy Executive Director or the Chief Financial Officer of any of such documents as said officers deem appropriate.

The proper officers, directors and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to adopt written procedures

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relating to its bonds and to do any and all things, attend rating agency presentations and take any and all actions and execute and deliver any and all agreements, certificates and documents, including, without limitation, signature certificates, certificates concerning the contents of the Official Statement and the representations and warranties in the Purchase Contract, any tax certificates or agreements, any agreements for depository or verification services, and any agreements for rebate compliance services, which they, or any of them, may deem necessary or advisable in order to consummate the Financing and the issuance and sale of the Bonds and otherwise to carry out, give effect to and comply with the terms and intent of the Ordinance, this Resolution, the Bonds and the documents approved hereby.

Section 9. This Resolution shall take effect from and after the date of approval and adoption hereof.

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APPROVED AND ADOPTED by the San Bernardino County Transportation Authority at its meeting on December 3, 2025.

_____
Rick Denison, President
San Bernardino County Transportation Authority

ATTEST:

_____
Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

Attachment: Resolution 26-007 of Issuance (SBCTA 2026 Bonds), 4933-8610-1849_6 (11807 : Adopt Resolution No. 26-007, Approve Bonding

CERTIFICATE OF THE CLERK OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

I, Marleana Roman, Clerk of the Board of Directors of the San Bernardino County Transportation Authority (the "Authority"), hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by at least a majority vote of the Authority at a meeting of the governing board of said Authority duly and regularly held in San Bernardino, California, on December 3, 2025, of which meeting all of the members of said Authority had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

I further certify that an agenda of said meeting was posted at least 72 hours before said meeting online at a public website or at a location in San Bernardino, California, freely accessible to the public, and a brief general description of the resolution to be adopted at said meeting appeared on said agenda.

IN WITNESS WHEREOF, I have executed this certificate hereto as of this date, December 3, 2025.

By:_____
Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

Attachment: Resolution 26-007 of Issuance (SBCTA 2026 Bonds), 4933-8610-1849_6 (11807 : Adopt Resolution No. 26-007, Approve Bonding

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EXHIBIT A

SB 450 GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the Authority by PFM Financial Advisors LLC, the Authority's municipal advisor (the "Municipal Advisor").

Principal Amount. The Municipal Advisor has informed the Authority that, based on the Authority's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $133,730,000 (the "Estimated Principal Amounts").

True Interest Cost of the Bonds. The Municipal Advisor has informed the Authority that, assuming that the respective Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 3.237%.

Finance Charge of the Bonds. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is $704,884.

Amount of Proceeds to be Received. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the Authority for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any capitalized interest on the Bonds paid or funded with proceeds of the Bonds, is $150,000,000.

Total Payment Amount. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the respective proceeds of the Bonds, calculated to the final maturity of the Bonds, is $189,964,679.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates on November 17, 2025. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such

estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the Authority's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the Authority based on various factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Authority.

Attachment: Resolution 26-007 of Issuance (SBCTA 2026 Bonds), 4933-8610-1849_6 (11807 : Adopt Resolution No. 26-007, Approve Bonding

Attachment: SBCTA 2026A Bond Purchase Agreement-4928-7113-3041-v5 (11807 : Adopt Resolution No. 26-007, Approve Bonding Documents

$[_____]
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUE BONDS (LIMITED TAX BONDS),
2026 SERIES A

BOND PURCHASE AGREEMENT

[January __, 2026]

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: Chief Financial Officer

Ladies and Gentlemen:

BofA Securities, Inc. (the "Representative"), on behalf of itself, Wells Fargo Bank, National Association and Goldman Sachs & Co. LLC (collectively, the "Underwriters"), hereby offers to enter into this Bond Purchase Agreement with the San Bernardino County Transportation Authority (the "Issuer") which, upon the Issuer's acceptance hereof, will be binding upon the Issuer and the Underwriters. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the Issuer and the delivery of such acceptance to the Underwriters or its attorney at or prior to 6:00 p.m., Pacific time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

The Underwriters represent and warrant to the Issuer that they have been duly authorized to enter into this Bond Purchase Agreement and to act hereunder by and on behalf of the Underwriters.

1. Definitions. All capitalized terms not defined herein shall have the meanings ascribed to them in the Indenture, as defined below. Unless a different meaning clearly appears from the context, the following words and terms shall have the following meanings, respectively:

"Bonds" shall mean $[_____] San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A.

"Bond Purchase Agreement" shall mean this Bond Purchase Agreement.

"Bond Resolution" shall mean Resolution No. [_____] adopted by the Issuer on [_____, 2025].

"Business Day" shall mean any day other than a Saturday, Sunday or legal holiday in the State or in New York, New York or a day on which either the Trustee or the Issuer is legally authorized to close.

"Closing Date" shall have the meaning given such term in Section 7 hereof.

"Closing Time" shall mean the time at which payment for and delivery of the Bonds shall occur, as established pursuant to Section 7 hereof.

"Continuing Disclosure Certificate" shall mean the Continuing Disclosure Certificate dated [January __, 2026], by and between the Issuer and the Trustee (defined below) as Dissemination Agent.

"County" shall mean the County of San Bernardino.

"End Date" shall have the meaning set forth in Section 2 hereof.

"Indenture" shall mean the Indenture, dated as of March 1, 2012, by and between the Issuer and U.S. Bank Trust Company, National Association (the "Trustee"), as previously amended, and as amended and supplemented by the Seventh Supplemental Indenture, dated as of [January 1, 2026], by and between the Issuer and the Trustee.

"Legal Documents" shall mean the Indenture, the Continuing Disclosure Certificate and the Tax Certificate.

"Official Statement" shall mean the Official Statement of the Issuer, dated [January __, 2026] relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto.

"Preliminary Official Statement" shall mean the Preliminary Official Statement of the Issuer, dated [January __, 2026], relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements.

"Rule 15c2-12" shall mean Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

"Sales Tax" shall have the meaning as defined in the Bond Resolution.

"State" shall mean the State of California.

"Tax Certificate" shall mean the Tax Certificate of the Issuer dated the Closing Date.

2. Use and Preparation of Official Statement; Continuing Disclosure Certificate. The Issuer has heretofore delivered to the Underwriters copies of the Preliminary Official Statement, which the Issuer has deemed final as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The Issuer shall prepare and deliver to the Underwriters, as promptly as practicable, but in no event later than seven (7) business days from the date hereof and at least two (2) business days prior to the Closing Date, whichever occurs first, a final Official Statement, with such changes and amendments as may be agreed to by the Underwriters, in such quantities as the Underwriters may reasonably request in order to comply with paragraph (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer shall prepare the Official Statement, including any

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amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32 to enable the Underwriters to comply with MSRB Rule G-32. The Issuer hereby ratifies, confirms and approves the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement and hereby authorizes the Underwriters to use and distribute the Official Statement and all information contained therein in connection with the public offering and sale of the Bonds. The Issuer shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriters no later than one (1) business day prior to the Closing Date to enable the Underwriters to comply with MSRB Rule G-32. The Underwriters agree to promptly file a copy of the Official Statement, including any supplements prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access ("EMMA") system. The Issuer shall deliver sufficient copies of the Official Statement to enable the Underwriters to distribute a single copy to any potential customer of the Underwriters requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending on a date referred to herein as the "End Date," which is the date when the Official Statement becomes available through EMMA, but in no event less than 25 days after the end of the underwriting period (as defined in Rule 15c2-12). On the Closing Date the Issuer may assume that the end of the underwriting period has occurred unless otherwise informed in writing by the Underwriters. In any event, the Underwriters shall promptly notify the Issuer of the end of the underwriting period.

The Issuer will undertake pursuant to a Continuing Disclosure Certificate to provide certain annual financial and operating information and certain material event notices. A description of this undertaking is set forth in the Official Statement.

3. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Issuer the Bonds for offering to the public, and the Issuer hereby agrees to sell to the Underwriters, all (but not less than all) of the $[_____] aggregate principal amount of the Bonds at an aggregate purchase price of $[_____] (the "Purchase Price"), representing the aggregate principal amount of the Bonds, plus original issue premium of $[_____], less an Underwriters' discount of $[_____].

4. The Bonds. The principal amounts, maturity dates, interest rates and prices with respect to the Bonds shall be as described in the Official Statement and in Appendix A hereto.

5. Public Offering; Establishment of Issue Price.

(a) [The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

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(b) [Except as otherwise set forth in Appendix B] the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Representative shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% test has been satisfied as to the Bonds of that maturity or maturities or the Closing.

(c) [The Representative confirms that it has offered the Bonds to the public on or before the date of this Contract of Purchase at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix B attached hereto, except as otherwise set forth therein. Appendix B also sets forth, as of the date of this Contract of Purchase, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Representative confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires,

(B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter

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participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Representative shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this Section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Representative acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such

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term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.]

6. Use of Documents. The Issuer hereby authorizes the Underwriters to use, in connection with the public offering and sale of the Bonds, this Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Legal Documents, and the information contained herein and therein.

7. Closing. The Closing Time shall be no later than 10:00 a.m., on [January __, 2026], or at such other time or on such later date as shall have been mutually agreed upon by the Issuer and the Representative (the "Closing Date"). At the Closing Time, the Issuer will deliver or cause to be delivered the Bonds to the Underwriters through The Depository Trust Company ("DTC") in definitive or temporary form, duly executed by the Issuer, together with the other documents hereinafter mentioned; and the Underwriters will accept such delivery and pay the Purchase Price in immediately available funds to the Trustee.

The Bonds will be registered in the name of "Cede & Co." as nominee of DTC. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on the Bonds nor any error with respect thereto shall constitute a cause for

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failure or refusal by the Underwriters to accept delivery of the Bonds in accordance with the terms of this Bond Purchase Agreement.

Delivery of the Bonds will be made through the book-entry system of DTC, and all other actions to be taken at the Closing Time, including the delivery of the items set forth in Section 9 hereof, shall take place at the offices of Stradling Yocca Carlson & Rauth LLP ("Bond Counsel") in Newport Beach, California or at such other place as shall have been mutually agreed upon by the Issuer and the Representative.

8. Representations, Warranties and Agreements of the Issuer. The Issuer hereby represents, warrants and agrees with the Underwriters that:

(a) The Issuer has been duly created and is validly existing under the laws of the State and has the power to issue the Bonds pursuant to the Act, the San Bernardino County Transportation Authority Consolidation Act of 2017, being Chapter 7 of Division 12 of the Public Utilities Code of the State of California (Section 130800 et seq.) (as amended from time to time hereafter, the "Authority Act"), the Bond Resolution and the Legal Documents.

(b) The Issuer has full legal right, power and authority under the Constitution and the laws of the State to cause the collection of the Sales Tax, to adopt the Bond Resolution, to enter into the Legal Documents and this Bond Purchase Agreement, and to sell, issue and deliver the Bonds to the Underwriters as provided herein; the Issuer has full legal right, power and authority to perform its obligations under the Bond Resolution, the Bonds, the Legal Documents and this Bond Purchase Agreement, and to carry out and consummate the transactions contemplated thereby and hereby and by the Official Statement; except as described in the Preliminary Official Statement and the Official Statement, the Issuer has complied with, or will at the Closing Time be in compliance with, in all respects material to this transaction, the Constitution, the Act, the Authority Act, the Ordinance and laws of the State, and the terms of the Bond Resolution, the Bonds, the Legal Documents and this Bond Purchase Agreement.

(c) Except as described in the Preliminary Official Statement and the Official Statement, by all necessary official action, the Issuer has duly adopted the Ordinance, which was approved by a majority of the voters in the County on November 7, 1989 and extended by more than a two-thirds vote of the voters in the County voting on such extension on November 2, 2004.

(d) By all necessary official action, the Issuer has duly adopted the Bond Resolution, has duly authorized the preparation and distribution of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Bonds, this Bond Purchase Agreement and the Legal Documents, and the consummation by it of all other transactions contemplated by this Bond Purchase Agreement, the Bond Resolution, and the Legal Documents. When executed and delivered by their respective parties, the Legal Documents and this Bond Purchase Agreement (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the Issuer, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable

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principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(e) The Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and the Indenture, and sold to the Underwriters as provided herein, will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State, and will be entitled to the benefits of the laws of the State, the Indenture and the Bond Resolution.

(f) All consents, approvals, authorizations, orders, licenses or permits of any governmental authority, legislative body, board, agency or Issuer having jurisdiction of the matter, that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the issuance, delivery or sale of the Bonds and the execution, delivery of and performance of the Legal Documents by the Issuer have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made).

(g) Except as described in the Preliminary Official Statement and the Official Statement, the Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either or any judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Bond Resolution and the Legal Documents), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the adoption of the Bond Resolution, the issuance, delivery and sale of the Bonds and the execution and delivery of this Bond Purchase Agreement and the Legal Documents and compliance with the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, agreement, mortgage, lease or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer or under the terms of any such law, regulation or instruments, except as provided by the Bond Resolution and the Legal Documents.

(h) As of the date hereof, no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, is pending or, to the best of the Issuer's knowledge, threatened against the Issuer: (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices or the titles of the officials of the Issuer to such offices; (ii) affecting or seeking to prohibit, restrain

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or enjoin the issuance, sale or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the proceedings authorizing and approving the Sales Tax, the levy or collection of the Sales Tax; (iii) in any way contesting or affecting, as to the Issuer, the validity or enforceability of the Act or the Authority Act, the proceedings authorizing the Sales Tax, the Bond Resolution, the Bonds, the Legal Documents or this Bond Purchase Agreement; (iv) in any way contesting the powers of the Issuer or its authority with respect to issuance or delivery of the Bonds, the adoption of the Bond Resolution, or the execution and delivery of the Legal Documents or this Bond Purchase Agreement, or contesting the power or authority to levy the Sales Tax; (v) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes; (vi) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any supplement or amendment thereto; or (vii) in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby or that might materially adversely affect the ability of the Issuer to perform and satisfy its obligations under this Bond Purchase Agreement, the Legal Documents or the Bonds; nor to the best of the Issuer's knowledge is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Act or the Authority Act, the proceedings authorizing the Sales Tax, the Bond Resolution, the Legal Documents or this Bond Purchase Agreement or the performance by the Issuer of its obligations thereunder, or the authorization, execution, delivery or performance by the Issuer of the Bonds, the Bond Resolution, the Legal Documents or this Bond Purchase Agreement.

(i) Between the date hereof and the Closing Time, the Issuer will not, without the prior written consent of the Representative, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or in any material amount incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Preliminary Official Statement and the Official Statement.

(j) The Issuer will furnish such information, execute such instruments, and take such other action in cooperation with and at the expense of the Representative as the Representative may reasonably request in order (i) to qualify the Bonds for sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriters may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; and the Issuer will use commercially reasonable efforts to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall the Issuer be required to take any action which would subject itself to service of process in any jurisdiction in which it is not already so subject, and will provide prompt written notice to the Underwriters of receipt by the Issuer of any written notification with regard to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(k) The Issuer has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Act, or the Authority Act, the Ordinance, the Bond Resolution and the Indenture, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(l) The Bonds, when issued, will conform to the description thereof contained in the Preliminary Official Statement (other than the information as to principal amounts, interest rates, redemption provisions and other information subject to change) and the Official Statement under the captions "THE SERIES 2026 BONDS" and Appendix C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE"; the proceeds of the Bonds, when issued, will be applied generally as described in the Preliminary Official Statement and the Official Statement under the captions "INTRODUCTION — Purpose and Application of Proceeds" and "THE FINANCING PLAN"; and the Bond Resolution and the Indenture conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(m) The Preliminary Official Statement (other than information allowed to be omitted by Rule 15c2-12) and certain terms of the Bonds left blank or marked preliminary, subject to change, as of its date and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made.

(n) As of the date hereof, and (unless an event occurs of the nature described in paragraph (p) of this Section 8) at all times subsequent thereto, up to and including the Closing Time, the Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in the light of the circumstances under which they are made, not misleading.

(o) If the Official Statement is supplemented or amended pursuant to paragraph (p) of this Section 8, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Time, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(p) The Issuer shall not amend or supplement the Official Statement without the prior written consent of the Representative, which shall not be unreasonably withheld. If between the date hereof and the Closing Time, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Representative thereof, and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall forthwith prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Representative.

(q) Except as described in the Preliminary Official Statement and the Official Statement, and except for a pledge of Revenues or other funds, in connection with (i) a loan obtained by the Issuer under the Transportation Infrastructure Finance and Innovation Act or (ii) a new or extended credit or liquidity facility supporting the Issuer's commercial paper notes, the

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Issuer has not granted a lien on or made a pledge of the Revenues or any other funds pledged under the Indenture.

(r) The Issuer is not in default in any material respect on any bond, note or other obligation for borrowed money or under any agreement under which any such obligation is outstanding, and at no time has defaulted in any material respect on any payment obligation with respect to such outstanding bonds, notes or other obligations for borrowed money.

(s) The financial statements of, and other financial information regarding, the Issuer in the Preliminary Official Statement and the Official Statement relating to the receipts, expenditures and cash balances of Revenues by the Issuer as of June 30, 2025, fairly represent the receipts, expenditures and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. The financial statements of the Issuer have been prepared in accordance with generally accepted accounting principles consistently applied. Except as disclosed in the Preliminary Official Statement and the Official Statement or otherwise disclosed in writing to the Underwriters, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2025 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(t) Prior to the Closing Time, the Issuer will not take any action within or under its control, other than actions in the normal course of operation, that will cause any material adverse change in such financial position, results of operations or condition, financial or otherwise, of the Issuer.

(u) Upon the delivery of the Bonds, the aggregate principal amount of Bonds authorized to be issued under the Indenture, together with all outstanding Parity Debt, will not in combination with all other outstanding debt obligations of the Issuer exceed any limitation imposed by law or by the Indenture.

(v) The sum of the principal of and interest on the Bonds, together with all outstanding Parity Debt and all other outstanding debt obligations of the Issuer, does not exceed the estimated proceeds of the retail transactions and use tax for the period for which the retail transactions and use tax is to be imposed by the Issuer.

(w) Except as otherwise set forth in the Preliminary Official Statement and the Official Statement, the Issuer has complied in all material respects during the previous five years with all previous undertakings required pursuant to Rule 15c2-12.

(x) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Bond Purchase Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

9. Conditions to the Underwriters' Obligations. The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations, warranties and obligations of the Issuer contained herein and upon the documents and instruments to be delivered at the Closing Time. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement shall be subject to the following conditions:

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(a) The representations and warranties of the Issuer contained herein shall be true and correct at the date hereof and true and correct at and as of the Closing Time, as if made at and as of the Closing Time and will be confirmed by a certificate or certificates of the appropriate Issuer official or officials dated the Closing Date, and the Issuer shall be in compliance with each of the agreements and covenants made by it in this Bond Purchase Agreement;

(b) (i) At the Closing Time, the Act, the Authority Act, the Bond Resolution and the Legal Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to by the Issuer and the Representative, and (ii) the Issuer shall perform or have performed all of its obligations required under or specified in the Act, the Authority Act, the Bond Resolution, the Legal Documents, this Bond Purchase Agreement, the Preliminary Official Statement and the Official Statement to be performed at or prior to the Closing Time;

(c) As of the date hereof and at the Closing Time, all necessary official action of the Issuer relating to this Bond Purchase Agreement, the Legal Documents, the Preliminary Official Statement and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(d) Subsequent to the date hereof, up to and including the Closing Time, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Authority Act, the Ordinance, the Sales Tax, the Revenues, or the Bonds as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriters materially impairs the investment quality of the Bonds;

(e) Subsequent to the date hereof, up to and including the Closing Time, the Issuer shall not have suspended or advised the suspension of the collection of the Sales Tax or the escrow of any proceeds thereof, and the General Counsel to the Issuer, shall not have advised the suspension of the collection of the Sales Tax or the escrow of any proceeds thereof other than as disclosed in the Preliminary Official Statement and the Official Statement;

(f) At or prior to the Closing Date, the Representative shall receive copies of each of the following documents:

(1) The Official Statement delivered in accordance with Section 2 hereof and each supplement or amendment, if any, executed on behalf of the Issuer by its Executive Director.

(2) An approving opinion of Bond Counsel, dated the Closing Date, as to the validity of the Bonds, the exclusion of interest on the Bonds from federal gross income and the exclusion of interest on the Bonds from State income taxation, addressed to the Issuer substantially in the form attached as Appendix F to the Official Statement, and a reliance letter with respect thereto addressed to the Representative.

(3) A supplemental opinion of Bond Counsel, addressed to the Representative, to the effect that:

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(i) The Bond Purchase Agreement has been duly executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Representative, is valid and binding upon the Issuer, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State of California;

(ii) The statements contained in the Official Statement in the sections entitled "THE SERIES 2026 BONDS" (other than the information concerning DTC and the book-entry system), "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS", "TAX MATTERS" and APPENDIX C—"DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE— DEFINITIONS," excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements purport to summarize certain provisions of the Indenture, the Bonds, and the form and content of such counsel's opinion attached as Appendix F to the Preliminary Official Statement and the Official Statement, are accurate in all material respects; and

(iii) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act") and the Seventh Supplemental Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

(4) A letter, dated the Closing Date and addressed to the Issuer and the Representative, from Stradling Yocca Carlson & Rauth LLP, in Newport Beach, California, Disclosure Counsel, substantially in the form attached as Appendix C hereto.

(5) The opinion of Nixon Peabody, LLP, Underwriters' Counsel, addressed to the Representative, in form and substance acceptable to the Representative, covering such items as the Representative may request.

(6) The opinion of the General Counsel to the Issuer, dated the Closing Date, addressed to the Representative and the Trustee, to the effect that:

(i) The Issuer has been duly organized and is validly existing under the Constitution and laws of the State of California, and has all requisite power and authority thereunder: (a) to adopt the Bond Resolution, and to enter into, execute, deliver and perform its covenants and agreements under the Legal Documents and the Bond Purchase Agreement; (b) to approve and authorize the use and distribution of the Preliminary Official Statement and the use, execution and distribution of the Official Statement; (c) to issue, sell, execute and deliver the Bonds; (d) to cause the Sales Tax to be levied and collected as described in the Preliminary Official Statement and the Official Statement; (e) to pledge the

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Revenues as contemplated by the Legal Documents; and (f) to carry on its activities as currently conducted;

(ii) The Issuer has taken all actions required to be taken by it prior to the Closing Date material to the transactions contemplated by the documents mentioned in paragraph (i) above, and the Issuer has duly authorized the execution and delivery of, and the due performance of its obligations under, the Bond Purchase Agreement, the Legal Documents and the Bonds;

(iii) the Bond Resolution was duly adopted by at least a two-thirds vote of all the voting members of the Board of Directors of the Issuer at a meeting of the governing body of the Issuer which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Bond Resolution;

(iv) the adoption of the Bond Resolution, the execution and delivery by the Issuer of the Bond Purchase Agreement, the Legal Documents and the Bonds and the compliance with the provisions of the Bond Purchase Agreement, the Legal Documents and the Bonds, to the best of such counsel's knowledge after due inquiry, do not and will not conflict with or violate in any material respect any California constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of the Issuer a material breach of or default under any agreement or instrument to which the Issuer is a party or by which it is bound;

(v) the Bonds, the Legal Documents and the Bond Purchase Agreement constitute binding and legal obligations of the Issuer and are enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

(vi) no litigation is pending with service of process completed or, to the best of such counsel's knowledge after due inquiry, threatened against the Issuer in any court in any way affecting the titles of the officials of the Issuer to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution, the Legal Documents or the Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Issuer or its authority with respect to the Bonds, the Bond Resolution, the Legal Documents or the Bond Purchase Agreement, or questioning the existence of the Issuer;

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(vii) the information contained in the Preliminary Official Statement and the Official Statement under the captions "THE AUTHORITY" and "LEGAL MATTERS" does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(viii) to the best of such counsel's knowledge after due inquiry, no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the Issuer of the Legal Documents and the authorization and distribution of the Official Statement (provided that no opinion need be expressed as to any action required under state securities or Blue Sky laws in connection with the purchase of the Bonds by the Representative); and

(ix) to the best of such counsel's knowledge after due inquiry, the Issuer is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Legal Documents and the Bond Purchase Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Legal Documents and the Bond Purchase Agreement.

(7) A certificate, dated the Closing Date and signed by such officials of the Issuer as shall be satisfactory to the Representative, to the effect that (i) the representations, warranties and covenants of the Issuer contained in the Bond Purchase Agreement are true and correct in all material respects on and as of the Closing Time with the same effect as if made at the Closing Time; (ii) the Bond Resolution is in full force and effect at the Closing Time and has not been amended, modified or supplemented, except as agreed to by the Issuer and the Representative; (iii) the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Time; (iv) subsequent to the date of the Official Statement and on or prior to the date of such certificate, there has been no material adverse change in the condition (financial or otherwise) of the Issuer, whether or not arising in the ordinary course of the Issuer's operations, as described in the Official Statement; and (v) the Preliminary Official Statement, as of its date and as of the date of the Bond Purchase Agreement, and the Official Statement, as of its date and as of the Closing Date, did not and does not contain any untrue statement of a material fact and neither omitted nor omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(8) The audited financial statements of the Issuer relating to the receipts, expenditures and cash balances of Sales Tax Revenues by the Issuer as of June 30, 2025

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included in the Official Statement, certified by the Issuer on the Closing Date as being correct and complete.

(9) A certificate, dated the Closing Date, signed by a duly authorized official of the Trustee, satisfactory in form and substance to the Representative, to the effect that:

(i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the full power and being qualified to enter into and perform its duties under the Indenture;

(ii) the Trustee is duly authorized to enter into, has duly executed and delivered the Legal Documents to which the Trustee is a party and has duly authenticated and delivered the Bonds;

(iii) the execution and delivery of the Legal Documents to which the Trustee is a party and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or Blue Sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture;

(iv) the Trustee has not been served with any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, nor is any such action, to the best of such official's knowledge after reasonable investigation, threatened against the Trustee affecting the existence of the Trustee, or the titles of its officers to their respective offices, or in any way contesting or affecting the validity or enforceability of the Legal Documents to which the Trustee is a party, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Legal Documents to which the Trustee is a party; and

(v) the Trustee will apply the proceeds from the Bonds as provided in the Indenture.

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(10) A certified copy of the general resolution or other documentation of the Trustee authorizing the execution and delivery of the Legal Documents to which the Trustee is a party.

(11) The opinion of counsel of the Trustee, dated the Closing Date, addressed to the Issuer and the Representative, to the effect that:

(i) the Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States having full power and authority and being qualified to enter into, accept and administer the trust created under the Legal Documents to which it is a party and to enter into such Legal Documents;

(ii) the Legal Documents to which it is a party have been duly authorized, executed and delivered by the Trustee and constitute the valid and binding obligations of the Trustee enforceable against the Trustee in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(iii) the execution, delivery and performance of the Legal Documents will not conflict with or cause a default under any law, ruling, agreement, administrative regulation or other instrument by which the Trustee is bound;

(iv) all authorizations and approvals required by law and the articles of association and bylaws of the Trustee in order for the Trustee to execute and deliver and perform its obligations under the Legal Documents to which it is a party have been obtained; and

(v) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Trustee or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the application of proceeds thereof in accordance with the Legal Documents to which it is a party, or in any way contesting or affecting the Bonds or the Legal Documents to which it is a party.

(12) Evidence of signature authority and incumbency of the Trustee.

(13) A certified copy of the proceedings relating to authorization and approval of the Sales Tax.

(14) A copy of the executed Agreement for State Administration of Transactions and Use Tax, by and between the Issuer and the CDTFA, including all amendments thereto.

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(15) A certified copy of the Board Resolution.

(16) Fully executed copies of each of the Legal Documents.

(17) Evidence of required filings with the California Debt and Investment Advisory Issuer.

(18) A copy of the Blue Sky Survey with respect to the Bonds.

(19) A Tax Certificate of the Issuer, in form satisfactory to Bond Counsel, signed by such officials of the Issuer as shall be satisfactory to the Representative.

(20) Evidence as of the Closing Date satisfactory to the Representative that the Bonds have received a rating of "[___]" from Fitch Ratings, and "[___]" from S&P Global Ratings, and that such ratings have not been revoked or downgraded.

(21) Two transcripts of all proceedings relating to the authorization and issuance of the Bonds, which may be in digital form (or a commitment to so provide).

(22) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriters, Underwriters' Counsel or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the Closing Time, of the representations of the Issuer herein contained and of the Official Statement and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

10. Termination.

If the Issuer shall be unable to satisfy the conditions of the Underwriters' obligations contained in this Bond Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be cancelled by the Representative at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Representative to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Bond Purchase Agreement for the benefit of the Underwriters may be waived by the Underwriters.

(a) The Representative shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice by the Representative to the Issuer, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the professional judgment of the Representative, makes untrue any statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading and, in either such event, (A) the Issuer refuses to permit the Preliminary Official Statement or the Official Statement to be supplemented to supply such statement or information in a manner satisfactory to the Representative or (B) the

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effect of the Official Statement as so supplemented is, in the judgment of the Representative, to materially adversely affect the market price or marketability of the Bonds or the ability of the Representative to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds;

(ii) The market for the Bonds or the market prices of the Bonds or the ability of the Representative to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the professional judgment of the Representative, by:

(1) An amendment to the Constitution of the United States or the State of California shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation (whether or not then introduced) shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed (whether or not then introduced) for consideration by either such Committee by any member thereof or presented as an option for consideration (whether or not then introduced) by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of California or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of California authority, with respect to federal or State of California taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the judgment of the Representative, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State of California legislation; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(3) The declaration of a general banking moratorium by federal, New York or California authorities; or

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(4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption in the fixed income or municipal securities market; or

(5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(6) The general suspension of trading on any national securities exchange; or

(iii) Legislation enacted, introduced in the Congress or recommended for passage (whether or not then introduced) by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Issuer or obligations of the general character of the Bonds are not exempt from registration under the 1933 Act, or that the Indenture is not exempt from qualification under the Trust Indenture Act; or

(iv) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(v) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, or the execution and delivery of any Legal Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

(vi) any material adverse change in the affairs or financial condition of the Issuer, except for such changes which the Preliminary Official Statement or the Official Statement discloses that are expected to occur; or

(vii) any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Authorizing Resolution, the Legal Documents or the existence or powers of the Issuer with respect to its obligations under the Legal Documents.

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11. Conditions to Obligations of the Issuer. The performance by the Issuer of its obligations is conditioned upon (i) the performance by the Representative of their obligations hereunder and (ii) receipt by the Issuer and the Representative of opinions addressed to the Representative and certificates being delivered at the Closing Time by persons and entities other than the Issuer.

12. Amendment of Official Statement. For a period beginning on the date hereof and continuing until the End Date, (a) the Issuer will not adopt any amendment of, or supplement to, the Official Statement to which the Representative shall object in writing or that shall be disapproved by the Underwriters' Counsel and (b) if any event relating to or affecting the Issuer shall occur as a result of which it is necessary, in the opinion of Underwriters' Counsel, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser of the Bonds, the Issuer will forthwith prepare and furnish to the Underwriters a reasonable number of copies of an amendment of, or supplement to, the Official Statement (in form and substance satisfactory to Underwriters' Counsel) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser of the Bonds, not misleading.

13. Expenses.

(a) Whether or not the Bonds are issued as contemplated by this Bond Purchase Agreement, the Underwriters shall be under no obligation to pay and the Issuer hereby agrees to pay any expenses incident to the performance of the Issuer's obligations hereunder, including but not limited to the following: (i) the cost of preparation, printing, engraving, execution and delivery of the Bonds; (ii) any fees charged by any rating agency for issuing the rating on the Bonds; (iii) the cost of printing (and/or word processing and reproduction), distribution and delivery of the Preliminary Official Statement in electronic form and the Official Statement; (iv) the fees and disbursements of Bond Counsel, the Trustee (including its counsel's fees), any disclosure counsel, accountants, consultants and any financial advisor; (v) fees of the California Debt Investment Advisory Commission, and (vi) any out-of-pocket disbursements of the Issuer. The Issuer shall also pay for any expenses (included in the expense component of the Underwriters' discount) incurred by the Underwriters on behalf of the Issuer's employees and representatives which are in connection with this Bond Purchase Agreement, including, but not limited to, meals, transportation and lodging of those employees and representatives.

(b) Whether or not the Bonds are issued as contemplated by this Bond Purchase Agreement, the Representative shall pay (i) any fees assessed upon the Underwriters with respect to the Bonds by the MSRB or Financial Industry Resources Authority; (ii) all advertising expenses in connection with the public offering and distribution of the Bonds (excluding any expenses of the Issuer and its employees or agents); and (iii) all other expenses incurred by them or any of them in connection with the public offering and distribution of the Bonds, including the fees and disbursements of Underwriters' Counsel. The Representative is required to pay the fees to Issuer in connection with the Bond offering. The Issuer acknowledges that it has had the opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such

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fees. Notwithstanding that such fees are solely the legal obligation of the Representative, the Issuer agrees to reimburse the Representative for such fees.

14. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the Issuer, addressed to:

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: Chief Financial Officer

or if to the Representative, addressed to:

BofA Securities, Inc.
333 South Hope Street, Suite 3820
Los Angeles, CA 90071
Attention: Bryon Rockwell, Managing Director

15. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement when accepted by the Issuer in writing as heretofore specified shall constitute the entire agreement between the Issuer and the Underwriters and is made solely for the benefit of the Issuer and the Underwriters (including the successors or assigns of the Underwriters). No other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Issuer in this Bond Purchase Agreement or in any certificate delivered pursuant hereto shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriters, (b) delivery to and payment by the Underwriters for the Bonds hereunder and (c) any termination of this Bond Purchase Agreement.

16. Execution in Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Bond Purchase Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Bond Purchase Agreement using an electronic signature, it is signing, adopting, and accepting this Bond Purchase Agreement and that signing this Bond Purchase Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Bond Purchase Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Bond Purchase Agreement in a usable format.

18. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that: (i) the primary role of the Underwriters is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriters and that the Underwriters have financial and other interests that differ from those of the Issuer; (ii) the Underwriters are not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and have not assumed any

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advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); and (iii) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity.

19. Applicable Law. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

BOFA SECURITIES, INC., as Representative of itself, WELLS FARGO BANK, NATIONAL ASSOCIATION and GOLDMAN SACHS & CO. LLC

By: _____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Lisa Lazzar
Chief Financial Officer

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APPENDIX A

MATURITY SCHEDULE

$[_____]

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUE BONDS (LIMITED TAX BONDS),
2026 SERIES A

Maturity ([March 1])	Principal Amount ($)	Interest Rate (%)	Yield (%)	Price (%)	10% Test Met as of Pricing	Subject to Hold-the-Offering Price Rule

[C] Priced to the par call date of [March 1, 20__].

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Optional Redemption of the 2026 Series A Bonds. The 2026 Series A Bonds maturing on or after [March 1, 20__] will be subject to redemption prior to their respective stated maturities, at the option of the Issuer, from any source of available funds, as a whole or in part, on any date on or after [March 1, 20__] at a Redemption Price equal to 100% of the principal amount of 2026 Series A Bonds called for redemption, without premium, plus accrued but unpaid interest to the date fixed for redemption.

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APPENDIX B

CERTIFICATE OF THE UNDERWRITER REGARDING OFFERING PRICES

The undersigned, on behalf of BofA Securities, Inc. ("BofA"), on behalf of itself, Wells Fargo Bank, National Association and Goldman Sachs & Co. LLC, hereby certifies as set forth below with respect to the sale and issuance of the $[_____] aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A (the "Bonds").

1. *Bond Purchase Agreement.* On [January __, 2026] (the "Sale Date"), BofA and the Issuer executed a Bond Purchase Agreement (the "Purchase Agreement") in connection with the sale of the Bonds. BofA has not modified the Purchase Agreement since its execution on the Sale Date

2. [Alternative 1 - All Maturities Use General Rule: *Sale of the Bonds*. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.][Alternative 2 - Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

3. [*Initial Offering Price of the Bonds][Hold-the-Offering-Price Maturities]*.

(a) [Alternative 1 - All Maturities Use Hold-the-Offering-Price Rule: the Underwriters offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: the Underwriters offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

(b) [Alternative 1 - All Maturities use Hold-the-Offering-Price Rule: As set forth in the Contract of Purchase, the Underwriters have agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set

forth in the Contract of Purchase, the Underwriters have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

4. *Defined Terms*.

[(a) "General Rule Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."]

[(b) "Hold-the-Offering-Price Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

[(c) "Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([_____, 2025]), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) "Issuer" means the San Bernardino County Transportation Authority.

(e) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(g) *Related Party* means an entity that shares with another entity (1) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (2) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (3) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract

Attachment: SBCTA 2026A Bond Purchase Agreement-4928-7113-3041-v5 (11807 : Adopt Resolution No. 26-007, Approve Bonding Documents

directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

5. *Arbitrage Yield*. We have calculated the arbitrage yield with respect to the Bonds to be [_____]% in accordance with the following instructions provided by Stradling Yocca Carlson & Rauth LLP ("Bond Counsel"). Bond Counsel has advised that yield on the Bonds is the discount rate that, when used in computing the present value as of the issue date of all unconditionally payable payments of principal and interest on the Bonds, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of the Bonds as of the issue date. Bond Counsel has advised that the issue price is determined based on the prices of each Maturity of the Bonds listed in Schedule 1 as described in paragraph 2 above. Bond Counsel has also advised that the yield of Maturities that are subject to optional early redemption should be calculated by assuming that the applicable Maturity is redeemed on the redemption date that results in the lowest yield on that Maturity. To the extent that we provided the Issuer and Bond Counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are based on our understanding of directions that we have received from Bond Counsel regarding their interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Bond Counsel.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents BofA's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the attached Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the underwriting syndicate.

Attachment: SBCTA 2026A Bond Purchase Agreement-4928-7113-3041-v5 (11807 : Adopt Resolution No. 26-007, Approve Bonding Documents

Dated: [January __, 2026]

BOFA SECURITIES, INC., as Representative of itself, WELLS FARGO BANK, NATIONAL ASSOCIATION and GOLDMAN SACHS & CO. LLC, as Underwriter

By: _____
Authorized Representative

Attachment: SBCTA 2026A Bond Purchase Agreement-4928-7113-3041-v5 (11807 : Adopt Resolution No. 26-007, Approve Bonding Documents

SCHEDULE 1
ISSUE PRICES

See Appendix A of the Bond Purchase Agreement.

Attachment: SBCTA 2026A Bond Purchase Agreement-4928-7113-3041-v5 (11807 : Adopt Resolution No. 26-007, Approve Bonding Documents

Attachment: SBCTA 2026A Bond Purchase Agreement-4928-7113-3041-v5 (11807 : Adopt Resolution No. 26-007, Approve Bonding Documents

APPENDIX C

FORM OF LETTER OF DISCLOSURE COUNSEL

[January __, 2026]

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

BofA Securities, Inc., as Representative
333 South Hope Street, Suite 3820
Los Angeles, CA 90071

Re: $[_____] San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the Issuer (the "Issuer") in connection with the issuance by the Issuer of its San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A in the aggregate principal amount of $[_____] (the "Bonds"). The Bonds were issued pursuant to the Indenture, dated as of March 1, 2012, by and between the Issuer and U.S. Bank Trust Company, National Association (the "Trustee"), as previously amended, and as amended and supplemented by the Seventh Supplemental Indenture, dated as of [January 1, 2026], by and between the Issuer and the Trustee (as so amended and supplemented, the "Indenture"). The Bonds are more fully described in the Official Statement of the Issuer, dated [January __, 2026] (the "Official Statement"). This opinion is delivered to you pursuant to Section 9(f)(4) of the Bond Purchase Agreement, dated [January __, 2026] (the "Bond Purchase Agreement"), by and between the Issuer and BofA Securities, Inc. (the "Representative"), on behalf of itself, Wells Fargo Bank, National Association and Goldman Sachs & Co. LLC (collectively, the "Underwriters"). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Bond Purchase Agreement.

We have examined the record of proceedings submitted to us relative to the issuance of the Bonds and originals or copies certified or otherwise identified to our satisfaction of (i) the Indenture, (ii) the Continuing Disclosure Certificate dated [January __, 2026], executed by the Issuer and acknowledged by the Trustee, as dissemination agent, (iii) the Preliminary Official Statement for the Bonds, dated [January __, 2026] (the "Preliminary Official Statement"), (iv) the Official Statement, and (v) such other documents, certificates, opinions of counsel, instructions and records as we have considered necessary or appropriate, including those certificates and opinions delivered pursuant to the Bond Purchase Agreement.

We have assumed, but not independently verified, that the signatures on all documents, letters, opinions, certificates and instructions which we have examined are genuine, that all documents submitted to us are authentic and were duly and properly executed by the parties thereto and that all representations made in the documents that we have reviewed are true and accurate.

Attachment: SBCTA 2026A Bond Purchase Agreement-4928-7113-3041-v5 (11807 : Adopt Resolution No. 26-007, Approve Bonding Documents

We are not passing upon and have not undertaken to determine independently or to verify the accuracy or completeness of the statements contained in the Official Statement and are, therefore, unable to make any representation to you in that regard. Based on our participation in conferences with the Underwriters and their counsel, representatives of the Issuer, PFM Financial Advisors LLC, the Issuer's Municipal Advisor, and others, during which conferences the content of the Preliminary Official Statement and the Official Statement and related matters were discussed, our reliance on the oral and written statements of the Issuer and others, our review of and reliance upon the documents, certificates, instructions and records and the opinions of counsel described above and our understanding of applicable law, and subject to the limitations on our role as Disclosure Counsel to the Issuer, we advise you as a matter of fact but not opinion that no information has come to the attention of the attorneys in the firm representing the Issuer as Disclosure Counsel on this matter which caused us to believe that the Preliminary Official Statement as of its date or as of [January __, 2026] contained, or the Official Statement as of its date contained, or as of the date hereof contains, any untrue statement of a material fact, or the Preliminary Official Statement as of its date or as of [January __, 2026] omitted, or the Official Statement as of its date omitted, or as of the date hereof omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect (except that we express no view with respect to: (i) the expressions of opinion, the assumptions, the projections, estimates and forecasts, the charts, the financial statements or other financial, numerical, economic, demographic or statistical data, assessed or appraised valuations, absorption, or environmental matters contained in the Preliminary Official Statement or the Official Statement, (ii) any CUSIP numbers or information relating thereto, (iii) any information with respect to The Depository Trust Company and its book-entry system, (iv) any information contained in the Appendices to the Official Statement, (v) any information incorporated by reference into the Official Statement, (vi) any information with respect to the Underwriters or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING" and (vii) any information under the caption "LITIGATION." Moreover, in providing such advice and assistance, we provided no independent diligence, and express no view with respect to, the Issuer's compliance with any obligation to file annual reports or provide notice of events, each as described in Rule 15c2-12 promulgated under the Securities Act of 1934, as amended. We note that the Preliminary Official Statement contained certain information marked as preliminary, subject to change, and omitted certain information permitted to be omitted by Rule 15c2-12 promulgated under the Securities Act of 1934. Finally, we advise you that, other than reviewing the various certificates and opinions required by Section 9(f) of the Bond Purchase Agreement regarding the Preliminary Official Statement or the Official Statement, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Preliminary Official Statement or Official Statement as of the date hereof.

By acceptance of this letter you acknowledge that the preceding paragraph is neither a legal opinion nor a guarantee regarding the Preliminary Official Statement or the Official Statement; rather it is a statement of negative assurance regarding factual information that did not come to the attention of the attorneys in our firm working on this matter during the limited activities that we performed as Disclosure Counsel to the Issuer. Our services did not include financial or other non-legal advice.

By acceptance of the letter, the Underwriters recognize and acknowledge that: (i) the advice herein is based on certain limited activities performed by specific attorneys in our firm in our role as Disclosure Counsel; (ii) the scope of the activities performed by such attorneys in our role as Disclosure Counsel and for purposes of delivering such advice was inherently limited and does not purport to encompass all activities necessary for compliance by the Underwriters with applicable state and federal securities laws; and (iii) the activities performed by such attorneys in our role as Disclosure Counsel rely in part by representations, warranties, certifications and opinions of other parties to the transaction, including representations, warranties and certifications made by the Issuer, the Underwriters and others.

Further, in accepting this letter the Issuer recognizes and acknowledges that: (i) the scope of those activities performed by us was inherently limited and does not encompass all activities that the Issuer may be responsible to undertake in preparing the Preliminary Official Statement and the Official Statement; (ii) those activities performed by us relied substantially on representations, warranties, certifications and opinions made by representatives of the Issuer and others, and are otherwise subject to the matters set forth in this letter; (iii) while such statements of negative assurance are customarily given to underwriters of municipal certificates of participation to assist them in discharging their responsibilities under federal securities laws, the responsibilities of the Issuer under those laws may differ from those of the Underwriters in material respects, and such statements may not serve the same purpose or provide the same utility to the Issuer as it would to the Underwriters; and (iv) this letter is not intended to be relied upon by the Issuer or its representatives as a basis for making the representations made by the Issuer in any documents executed by the Issuer in connection with the issuance of the Bonds.

This letter is furnished by us as Disclosure Counsel to the Issuer. No attorney-client relationship has existed or exists between our firm and the Underwriters in connection with the Bonds or by virtue of this letter. We note that the Underwriters are represented by separate counsel retained by them in connection with the transaction described in the Official Statement. This letter is delivered to you solely for your benefit and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose without our prior written consent. This letter is not intended to and may not be relied upon by owners of the Bonds or any beneficial interest therein or any other party to which it is not addressed.

Our engagement with respect to the Bonds terminates as of the date hereof, and we have not undertaken any duty, and expressly disclaim any responsibility, to advise you as to events occurring after the date hereof with respect to the Bonds or other matters discussed herein or in the Official Statement.

Respectfully submitted,

Attachment: SBCTA 2026A Bond Purchase Agreement-4928-7113-3041-v5 (11807 : Adopt Resolution No. 26-007, Approve Bonding Documents

Stradling Draft of 11/18/2025

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2026

NEW ISSUE—BOOK-ENTRY ONLY

RATINGS:
S&P: "____"
Fitch: "____"

In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described in this Official Statement, interest (and original issue discount) on the Series 2026 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Series 2026 Bonds is exempt from State of California personal income taxes. See "TAX MATTERS" herein. See "TAX MATTERS" herein with respect to tax consequences with respect to the Series 2026 Bonds, including with respect to the alternative minimum tax imposed on certain large corporations.

$_____*
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Sales Tax Revenue Bonds
(Limited Tax Bonds)
2026 Series A

Dated: Date of Delivery **Due: March 1 as shown on the inside cover**

The San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A in the aggregate principal amount of $_____ (the "Series 2026 Bonds") are being issued by the San Bernardino County Transportation Authority (the "Authority") pursuant to an Indenture, dated as of March 1, 2012 (the "2012 Indenture"), as supplemented to date, including as supplemented by a Seventh Supplemental Indenture, dated as of January 1, 2026 (the "Seventh Supplemental Indenture" and, together with the 2012 Indenture as supplemented to date, the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Proceeds of the Series 2026 Bonds will be applied to: (i) finance certain transportation capital improvements, as described herein and (ii) pay costs of issuance of the Series 2026 Bonds. See "PLAN OF FINANCE" herein.

The Series 2026 Bonds will be registered in the name of Cede & Co., as holder of the Series 2026 Bonds and nominee for The Depository Trust Company ("DTC"), New York, New York. Purchasers will not receive certificates representing their interest in the Series 2026 Bonds purchased. The principal and interest on the Series 2026 Bonds are payable by wire transfer to DTC which, in turn, will remit such principal or interest to the DTC Participants for subsequent disbursement to the beneficial owners of the Series 2026 Bonds, as more fully discussed herein. See APPENDIX E — "BOOK-ENTRY SYSTEM."

The Series 2026 Bonds will bear interest at the rates set forth in the inside cover page. Interest is payable on March 1 and September 1 of each year, commencing September 1, 2026. The Series 2026 Bonds are being issued as fully registered bonds without coupons in book-entry form and in the denominations of $5,000 and any integral multiple thereof.

The Series 2026 Bonds also are subject to optional redemption or purchase by the Authority prior to maturity as described in this Official Statement.

The Series 2026 Bonds are limited obligations of the Authority secured by a pledge of the Sales Tax Revenues and certain funds held by the Trustee. The Sales Tax is a one-half of one percent (0.5%) retail transactions and use tax which took effect in San Bernardino County (the "County") on April 1, 1990. On November 2, 2004, more than two-thirds of the electorate of the County approved a continuation, until March 31, 2040, of the Sales Tax that had been set to expire on March 31, 2010. The Series 2026 Bonds are secured by a pledge of amounts collected on account of the Sales Tax, less certain administrative fees paid to the California Department of Tax and Fee Administration in connection with the collection and disbursement of the Sales Tax (the "Sales Tax Revenues"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS" herein.

THE SERIES 2026 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE PAYABLE SOLELY, BOTH AS TO PRINCIPAL AND INTEREST, FROM REVENUES, PRIMARILY CONSISTING OF SALES TAX REVENUES, AND CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE AND THE AUTHORITY IS NOT OBLIGATED TO PAY THE SERIES 2026 BONDS EXCEPT FROM SUCH REVENUES AND SUCH FUNDS AND PROCEEDS. THE SERIES 2026 BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN THE AUTHORITY, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION OF THE STATE. THE GENERAL FUND OF THE AUTHORITY IS NOT LIABLE, AND THE CREDIT OR TAXING POWER (OTHER THAN AS DESCRIBED IN THE INDENTURE) OF THE AUTHORITY IS NOT PLEDGED, FOR THE PAYMENT OF THE SERIES 2026 BONDS OR THEIR INTEREST OR ANY PREMIUM DUE THEREON. THE SERIES 2026 BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, LIEN OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE AUTHORITY OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE SALES TAX REVENUES AND FUNDS HELD UNDER THE INDENTURE.

This cover page contains certain information for general reference only. It is not a summary of the security or terms of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision with respect to the Series 2026 Bonds.

The Series 2026 Bonds will be offered when, as and if received by the Underwriters, subject to the approval of validity by Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel, and certain other conditions. Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, is also acting as Disclosure Counsel to the Authority. Certain legal matters will be passed on for the Authority by its General Counsel, and for the Underwriters by its counsel, Nixon Peabody LLP. It is anticipated that the Series 2026 Bonds in definitive form will be available for delivery through the facilities of DTC on or about _____ __, 2026.

BofA Securities

Goldman Sachs & Co., LLC **Wells Fargo Securities**

Dated: _____ __, 2026

*Preliminary, subject to change.

4926-2129-9801v9/200947-0004

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

$_____*

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Sales Tax Revenue Bonds
(Limited Tax Bonds)
2026 Series A

Maturity Schedule*

Maturity Date (March 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*CUSIP (796846)†*
	$				

* *Preliminary, subject to change.*

† *CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. CUSIP numbers have been assigned by an independent company not affiliated with the Authority and are included solely for the convenience of the holders of the Series 2026 Bonds. Neither the Authority nor the Underwriter is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on the Series 2026 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2026 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of the Series 2026 Bonds.*

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

No dealer, salesman or any other person has been authorized by the San Bernardino County Transportation Authority (the "Authority") or the underwriters of the Series 2026 Bonds (the "Underwriters") to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Authority or the Underwriters.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2026 Bonds in any jurisdiction in which it is unlawful to make such an offer, solicitation or sale. This Official Statement is not to be construed as a contract with the purchasers of the Series 2026 Bonds. Neither the delivery of this Official Statement nor the sale of any of the Series 2026 Bonds implies that the information herein is correct as of any time subsequent to the date hereof. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof. This Official Statement is submitted in connection with the sale of securities referred to herein and may not be reproduced or be used, as a whole or in part, for any other purpose.

The information set forth herein has been obtained from the Authority and other sources believed to be reliable. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority since the date hereof. All summaries contained herein of the Indenture (as defined herein) or other documents are made subject to the provisions of such documents and do not purport to be complete statements of any or all of such provisions. All statements made herein are made as of the date of this document by the Authority except statistical information or other statements where some other date is indicated in the text.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2026 BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES LOWER OR YIELDS HIGHER THAN THE PUBLIC OFFERING PRICES OR YIELDS STATED ON THE INSIDE COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES OR YIELDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

This Official Statement, including any supplement or amendment hereto, is intended to be deposited with the Municipal Securities Rulemaking Board through the Electronic Municipal Marketplace Access ("EMMA") website. The Authority maintains a website; however, the information presented therein is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Series 2026 Bonds.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 of the U.S. Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Official Statement constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as "plan," "project," "expect," "anticipate," "intend," "believe," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will meet the forecasts of the Authority in any way, regardless of the level of optimism communicated in the information. The Authority is not obligated to issue any updates or revisions to forward-looking statements in any event.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

BOARD OF DIRECTORS

President
Rick Denison, Town of Yucca Valley

Vice President
Joe Baca Jr., San Bernardino County

Daniel Ramos	City of Adelanto	Alan Wapner	City of Ontario
Art Bishop	Town of Apple Valley	L. Dennis Michael	City of Rancho Cucamonga
Timothy R. Silva	City of Barstow	Mario Saucedo	City of Redlands
Rick Herrick	City of Big Bear Lake	Joe Baca	City of Rialto
Eunice Ulloa	City of Chino	Helen Tran	City of San Bernardino
Ray Marquez	City of Chino Hills	Daniel L. Mintz	City of Twentynine Palms
Frank Navarro	City of Colton	Rudy Zuniga	City of Upland
Acquanetta Warren	City of Fontana	Vacant	City of Victorville
Bill Hussey	City of Grand Terrace	Judy Woolsey	City of Yucaipa
Josh Pullen	City of Hesperia	Paul Cook	San Bernardino County
Larry McCallon	City of Highland	Jesse Armendarez	San Bernardino County
Ronald Dailey	City of Loma Linda	Curt Hagman	San Bernardino County
John Dutrey	City of Montclair	Dawn Rowe	San Bernardino County
Janet Jernigan	City of Needles		

MANAGEMENT

Executive Director
Carolyn Schindler

General Counsel
Julianna Tillquist

Clerk of the Board
Marleana Roman

Deputy Executive Director
Andrea Zureick

Deputy Executive Director
Otis Greer

Chief Financial Officer
Lisa Lazzar

Director of Council of Governments
Monique Reza-Arellano

Director of Fund Administration
Ryan Graham

Director of Legislative and Public Affairs
Molly Wiltshire

Director of Management Services
Colleen Franco

Director of Planning & Regional Programs
Steven Smith

Director of Project Delivery and Express Lanes
Kristi Harris

Director of Transit and Rail Programs
Victor Lopez

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel
Stradling Yocca Carlson & Rauth LLP
Newport Beach, California

Municipal Advisor
PFM Financial Advisors LLC
San Francisco, California

Trustee
U.S. Bank Trust Company, National Association
Los Angeles, California

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

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OFFICIAL STATEMENT

**$_____*
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Sales Tax Revenue Bonds
(Limited Tax Bonds)
2026 Series A**

INTRODUCTION

General

This Official Statement, which includes the cover page and the appendices hereto, sets forth certain information in connection with the offering by the San Bernardino County Transportation Authority (the "Authority") of $_____* aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A (the "Series 2026 Bonds").

Authority for Issuance

The Series 2026 Bonds are being issued by the Authority under and pursuant to the authority granted under Division 19 of the Public Utilities Code of the State of California (the "Act"), the San Bernardino County Transportation Authority Consolidation Act of 2017, being Chapter 7 of Division 12 of the Public Utilities Code of the State of California (Section 130800 et seq.) (as amended from time to time hereafter, the "Authority Act"), and pursuant to the Indenture, dated as of March 1, 2012 (the "2012 Indenture"), as supplemented by a First Supplemental Indenture, dated as of March 1, 2012 (the "First Supplemental Indenture"), by a Second Supplemental Indenture, dated as of March 1, 2014 (the "Second Supplemental Indenture"), by a Third Supplemental Indenture, dated as of April 1, 2019 (the "Third Supplemental Indenture"), by a Fourth Supplemental Indenture, dated as of June 1, 2021 (the "Fourth Supplemental Indenture"), by a Fifth Supplemental Indenture, dated as of March 1, 2022 (the "Fifth Supplemental Indenture"), by a Sixth Supplemental Indenture, dated as of December 1, 2023 (the "Sixth Supplemental Indenture") and by a Seventh Supplemental Indenture, dated as of January 1, 2026 (the "Seventh Supplemental Indenture" and, together with the 2012 Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Indenture, the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE," or, if not defined therein, in the Indenture.

Purpose and Application of Proceeds

Proceeds of the Series 2026 Bonds will be applied to: (i) finance certain transportation capital improvements, as described herein, and (ii) pay costs of issuance of the Series 2026 Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The County and the Authority

San Bernardino County (the "County") was established by an act of the State Legislature on April 23, 1853, which formed the County from the eastern part of Los Angeles County. The County includes twenty-four incorporated cities and encompasses an area of over 20,000 square miles, making it the largest county in California in terms of geographical area. As of January 2025, the County's population was over 2.2 million. The jurisdiction of the Authority is coterminous with that of the County. The Authority is responsible for

* *Preliminary, subject to change.*

cooperative regional planning and furthering an efficient multi-modal transportation system countywide. In addition, the Authority administers the Sales Tax (as hereinafter defined) and supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, ridesharing, congestion management efforts and long-term planning studies. The Authority also distributes funding for the operation of public transit systems within the County. See "THE AUTHORITY" herein.

The Series 2026 Bonds

The Series 2026 Bonds will mature on March 1 in the years and in the principal amounts shown on the inside cover of this Official Statement. Interest on the Series 2026 Bonds will be payable on each March 1 and September 1, commencing September 1, 2026. The Series 2026 Bonds will be issued as fully registered bonds without coupons in book-entry form and in the denominations of $5,000 and any integral multiple thereof. The Series 2026 Bonds will be registered in the name of Cede & Co., as holder of the Series 2026 Bonds and nominee for The Depository Trust Company ("DTC"). Purchasers will not receive physical certificates representing their interest in the Series 2026 Bonds purchased. See APPENDIX E — "BOOK-ENTRY SYSTEM."

The Series 2026 Bonds are subject to redemption prior to their maturity, as described herein. See "THE SERIES 2026 BONDS — Redemption" herein.

Security

The Series 2026 Bonds are limited obligations of the Authority secured by a pledge of the Sales Tax Revenues. Sales Tax Revenues (as defined below) consist of sales tax revenues derived from a one-half of one percent (0.5%) retail transactions and use tax (the "Sales Tax"), imposed in accordance with the Act, the Authority Act and the California Transactions and Use Tax Law (Revenue and Taxation Code Section 7251 *et seq.*), less certain administrative fees paid to the California State Board of Equalization (the "State Board of Equalization") in connection with the collection and disbursement of the Sales Tax (the "Sales Tax Revenues").

The Taxpayer Transparency and Fairness Act of 2017 restructured the State Board of Equalization into three separate entities: the State Board of Equalization, the California Department of Tax and Fee Administration (the "CDTFA") and the Office of Tax Appeals. The CDTFA handles most of the taxes and fees previously collected by the State Board of Equalization, including the Sales Tax.

The Sales Tax was approved by the majority of the electorate of the incorporated and unincorporated portions of the County voting on the original Measure I ballot measure on November 7, 1989 ("Ordinance No. 89-1") which imposed the Sales Tax in the County for a twenty-year period. On January 3, 1990, the Authority adopted an ordinance that amended certain provisions of the 1989 Ordinance. The Sales Tax was scheduled to expire on March 31, 2010. On November 2, 2004, more than two-thirds of the electorate of the County approved a continuation of the Sales Tax pursuant to Ordinance No. 04-01 (the "Ordinance") which provided for an extension of the Sales Tax through March 31, 2040 and appended a new capital expenditure plan (the "Expenditure Plan") for the revenue to be derived from the extension.

The Series 2026 Bonds are secured by Sales Tax Revenues collected pursuant to the Ordinance, on a parity with the Authority's Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A (the "Series 2022 Bonds") and the Authority's Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A (the "Series 2023 Bonds"). See "THE SALES TAX — Obligations Payable from Sales Tax Revenues." Pursuant to the Indenture, the Authority may issue additional limited tax bonds secured by a lien and charge upon the Sales Tax Revenues on a parity with the Series 2022 Bonds, the Series 2023 Bonds and the Series 2026 Bonds, all of such bonds to be hereinafter referred to as the "Bonds." See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS — Additional Bonds and Other Obligations" and "PLAN OF FINANCE" herein.

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No Bond Reserve Fund

No Bond Reserve Fund will be established for the Series 2026 Bonds. The Series 2022 Bonds and the Series 2023 Bonds are similarly not secured by any Bond Reserve Fund.

No Acceleration Provision or Increase in Interest Rate Upon Default

The Indenture does not contain a provision allowing for the acceleration of the Series 2026 Bonds or an increase in the interest rate on the Series 2026 Bonds in the event of a default in the payment of principal and interest on the Series 2026 Bonds when due. In the event of a default by the Authority, the Holders of at least a majority of the aggregate amount of the Series 2026 Bonds will have the right to request the Trustee to exercise the remedies, subject to the limitations thereon, set forth in the Indenture. See APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

Limited Obligations

THE SERIES 2026 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE PAYABLE SOLELY, BOTH AS TO PRINCIPAL AND INTEREST, FROM REVENUES, PRIMARILY CONSISTING OF SALES TAX REVENUES, AND CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE AND THE AUTHORITY IS NOT OBLIGATED TO PAY THE SERIES 2026 BONDS EXCEPT FROM SUCH REVENUES AND SUCH FUNDS AND PROCEEDS. THE SERIES 2026 BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN THE AUTHORITY, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION OF THE STATE. THE GENERAL FUND OF THE AUTHORITY IS NOT LIABLE, AND THE CREDIT OR TAXING POWER (OTHER THAN AS DESCRIBED IN THE INDENTURE) OF THE AUTHORITY IS NOT PLEDGED, FOR THE PAYMENT OF THE SERIES 2026 BONDS OR THEIR INTEREST OR ANY PREMIUM DUE THEREON. THE SERIES 2026 BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, LIEN OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE AUTHORITY OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE SALES TAX REVENUES AND FUNDS HELD UNDER THE INDENTURE.

Continuing Disclosure

The Authority will covenant for the benefit of the beneficial owners of the Series 2026 Bonds to provide certain financial information and operating data relating to the Authority and notices of the occurrence of certain enumerated events to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access ("EMMA") system pursuant to a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate"). These covenants are being made in order to assist the Underwriters of the Series 2026 Bonds in complying with Rule 15c2-12 (the "Rule") of the U.S. Securities and Exchange Commission ("SEC") promulgated under the Securities Exchange Act of 1934, as amended. See "CONTINUING DISCLOSURE" and APPENDIX D — "PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE."

References

The descriptions and summaries of the Indenture and various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document, copies of which are available for inspection at the offices of the Authority and the Trustee.

THE AUTHORITY

The Authority was initially created pursuant to the Act, which also authorized the San Bernardino County Board of Supervisors to designate the San Bernardino Associated Governments ("SANBAG"), in its

capacity as the San Bernardino County Transportation Commission, to serve as the Authority. SANBAG was an agency created by the County and the twenty-four cities located within the County pursuant to the terms of a joint powers agreement. With passage of Assembly Bill 1246 in 1976 (California Public Utilities Code Section 130054), SANBAG was designated as the San Bernardino County Transportation Commission ("County Transportation Commission"), with primary responsibility for the preparation of the State Transportation Improvement Plan for State highways, coordination of transit service and highway planning and allocation of transportation grant funds. In 1986, SANBAG assumed the duties of the service authority for freeway emergencies, which is responsible for the implementation and operation of Freeway Service Patrols on State freeways in the County. In 1987, SANBAG was designated to serve as the local transportation authority pursuant to California Public Utilities Code Section 180050.

In 2016, the State Legislature adopted, and the Governor approved, the Authority Act, which consolidated the County Transportation Commission, the local transportation authority, service authority for freeway emergencies and local congestion management agency into a single entity, which was the Authority. The Authority Act provides that the Act applies to the Authority as if set forth in the Authority Act, and is in addition to the powers and functions of the Authority set forth in the Authority Act. After the Authority Act became effective, SANBAG continued, pursuant to the joint powers agreement by which it was formed, and is now known as the San Bernardino Council of Governments.

The governing body of the Authority consists of one representative from each of the 24 incorporated cities and the five supervisorial districts of the County. The Authority is responsible for carrying out the provisions of the Ordinance, including contracting with the CDTFA to administer the collection and allocation of Sales Tax Revenues. The Authority must also develop and approve the program of projects in the Expenditure Plan. The Authority oversees the planning, design, right of way and construction of certain improvements on local streets, roads and highways, as well as State highways, freeways and commuter rail lines. The Authority also distributes funding for the operation of public transit systems within the County.

Key staff members of the Authority are identified below.

Carolyn Schindler, *Executive Director*. Carolyn Schindler was appointed as Executive Director of the Authority in August 2025. Ms. Schindler joined the Authority in 2012. Prior to becoming Executive Director, Ms. Schindler served as Deputy Executive Director of the Authority and, prior to that, served as Director of Transit and Rail Programs and Chief of Fund Administration. As the Executive Director, Ms. Schindler is responsible for managing the Authority's budget and oversees the delivery of planning, design and construction of freeway improvements, bridges and railroads crossings; expansion of commuter rail and transit services countywide; management of air quality programs and freeway service patrol; implementation of alternative fuel and energy programs; and advocating for countywide interests at both the state and federal levels. Ms. Schindler has a Bachelor's degree in Civil Engineering from San Diego State University and is a registered professional civil engineer in the State.

Andrea Zureick, *Deputy Executive Director*. Andrea Zureick was appointed in July 2025 as Deputy Executive Director of Operations and Capital Delivery of the Authority. Prior to becoming Deputy Executive Director, Ms. Zureick served as the Director of Fund Administration and Programming for the Authority since 2012. Ms. Zureick provides management assistance to the Executive Director in coordinating and directing agency operations in accordance with Board policies and actions for the core business activities. This includes general supervision of the department directors in Finance, Fund Administration, Project Delivery, and Transit and Rail. Ms. Zureick began her career in transportation at the Authority in 1999 and worked for the Riverside County Transportation Commission for four years before returning to the Authority in 2012. Ms. Zureick received a Bachelor of Science degree in Civil Engineering from Texas A&M University.

Otis Greer, *Deputy Executive Director*. Otis Greer was appointed in August 2025 as Deputy Executive Director of Strategic Partnerships. Prior to becoming Deputy Executive Director, Mr. Greer served as Director of Legislative and Public Affairs for the Authority since 2016. In this role, he provides management support to

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the Executive Director in coordinating and directing agency operations in accordance with Board policies and actions. This includes general supervision of the Planning, Legislative & Public Affairs, and Procurement departments. Mr. Greer began his career in Community Affairs with NASCAR in 2007, directing community outreach, stakeholder relations, legislative advocacy, and event operations. Mr. Greer joined the San Bernardino County's Legislative Affairs team in 2013, providing support to the County's County Administrative Office and its implementation of legislative priorities established by the Board of Supervisors. Mr. Greer received his Bachelor's degree in Sociology from the University of California, Riverside, and has a Master of Arts degree in Social Science from California State University, San Bernardino.

Lisa Lazzar, *Chief Financial Officer*. Lisa Lazzar was named Chief Financial Officer of the Authority in October 2024. Ms. Lazzar joined the Authority in 2020, and, prior to serving as Chief Financial Officer, held the position of Chief of Fiscal Resources for the Authority. Prior to joining the Authority, Ms. Lazzar was the General Accounting Manager for San Bernardino County. Ms. Lazzar has a Bachelor's degree in Business Administration and Management from California State University, San Bernardino, and a Master of Science degree in Accounting from Western Governors University.

Kristi Lynn Harris, *Director of Project Delivery and Express Lanes*. Kristi Lynn Harris was named Director of Project Delivery and Express Lanes in March 2025. While Ms. Harris has worked on Authority projects as a consultant since 2013, she has been employed by the Authority since 2021 as a Construction Manager and was promoted to Director of Project Delivery in July 2023. Ms. Harris has worked in the transportation industry for over 20 years, delivering major freeway and highway projects. She began her career in the Division of Structure Construction with Caltrans, then transitioned to the private sector to work as a field engineer for a heavy civil general contractor and became a superintendent on major bridge and highway projects. Her experience in the heavy civil construction industry includes ten years in the Civil Engineer Corps of the US Naval Reserves. Ms. Harris is an active member of American Society of Civil Engineers and serves on the Highway Construction Committee as well as on the Surface Water Hydrology Technical Committee. Ms. Harris is also an active member of California Stormwater Quality Association's Construction and Policy Subcommittees. Ms. Harris has a Bachelor's degree in Civil Engineering with a focus on Geotechnical/Structural Engineering from the University of Detroit and has a Master's degree in Engineering Geophysics from University of Nevada, Las Vegas. Ms. Harris is a registered professional civil engineer in the State.

Julianna Tillquist, *General Counsel*. Julianna Tillquist has served as Authority General Counsel since June 2019. Prior to becoming General Counsel, she served as Authority Assistant General Counsel for two and a half years. Ms. Tillquist reports directly to the Board of Directors. She provides legal advice to the Board of Directors, Executive Director and staff on a wide range of legal matters, primarily arising out of transportation program and project activities. She oversees representation of the Authority in matters involving litigation, administrative hearings, proceedings, dispute resolution, and negotiations. Before her tenure at the Authority, Ms. Tillquist spent over 20 years in private practice, where she primarily represented public agencies. Ms. Tillquist has a Bachelor's degree in Environmental Studies from California State University, San Bernardino, and received her Juris Doctor from Willamette University.

Ryan Graham, *Director of Fund Administration*. Ryan Graham was named Director of Fund Administration of the Authority in August 2025. Mr. Graham returned to the Authority in October of 2024 after having left to pursue a personal business and a period at Caltrans. Mr. Graham has previously held the positions of Planning Manager, Senior Transit Analyst and Planning Analyst. Mr. Graham is responsible for the administration and strategic allocation of federal, state, and local funds to the Authority and member agency sponsored projects to maximize transportation funding for the County. This is accomplished through preparation and maintenance of various state and federal programming documents and the Authority's Ten-Year Delivery Plan and through the annual apportionment and allocation process of transportation funds such as Measure I, federal funds provided through the Federal Transit Administration and the Federal Highway Administration, and state funds provided through the California Transportation Commission. Mr. Graham has a Bachelor's degree in Political Science from the University of California, Riverside, a Master's degree in Political Science from the

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University of California, Riverside, and a Master's degree in Urban and Regional Planning from the University of California, Irvine.

THE SERIES 2026 BONDS

General

The Series 2026 Bonds will mature on March 1 in the years and in the principal amounts shown on the inside cover of this Official Statement. Interest on the Series 2026 Bonds will accrue from the date of delivery. Interest will be paid on March 1 and September 1 of each year, commencing September 1, 2026 (each an "Interest Payment Date"), and will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Interest on each Series 2026 Bond will be payable in lawful money of the United States of America by the Trustee to the Holder thereof as of the close of business on the Record Date, such interest to be paid by the Trustee to such Holder in immediately available funds (by wire transfer or by deposit to the account of the Holder if such account is maintained with the Trustee), according to the instructions given by such Holder to the Trustee or, in the event no such instructions have been given, by check mailed on the Interest Payment Date by first class mail to the Holder at such Holder's address as it appears as of the Record Date on the bond registration books kept by the Trustee. "Record Date" means, with respect to the Series 2026 Bonds, the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which such Interest Payment Date occurs.

The Series 2026 Bonds will be issued as fully registered bonds without coupons in book-entry form and in denominations of $5,000 and any integral multiple thereof. The Depository Trust Company ("DTC") will act as the initial securities depository for the Series 2026 Bonds, which will be issued initially pursuant to a book-entry only system. See APPENDIX E — "BOOK-ENTRY SYSTEM." Under the Indenture, the Authority may appoint a successor securities depository to DTC for the Series 2026 Bonds. The information under this caption, "THE SERIES 2026 BONDS," is subject in its entirety to the provisions described in APPENDIX E — "BOOK-ENTRY SYSTEM" while the Series 2026 Bonds are held in DTC's book-entry system.

Redemption

Optional Redemption*. The Series 2026 Bonds maturing on or after March 1, 20__ will be subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part, on any date on or after March 1, 20__ at a Redemption Price equal to 100% of the principal amount of Series 2026 Bonds called for redemption, without premium, plus accrued but unpaid interest to the date fixed for redemption.

General Redemption Provisions

Selection of Bonds for Redemption. The Authority will designate which maturities of any Series 2026 Bonds are to be called for optional redemption pursuant to the Indenture. If less than all Series 2026 Bonds maturing by their terms on any one date are to be redeemed at any one time, the Trustee will select the Series 2026 Bonds of such maturity date to be redeemed by lot and shall promptly notify the Authority in writing of the numbers of the Series 2026 Bonds so selected for redemption. For purposes of such selection, Series 2026 Bonds shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed.

Notice of Redemption. The Trustee will send each notice of redemption by first class mail, not less than 20 nor more than 90 days prior to the redemption date, to DTC; provided, however, that such notice may be mailed not less than 10 days prior to the redemption date if such shorter notice period is permitted under the

* Preliminary; subject to change.

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then-current guidelines of DTC or if the Series 2026 Bonds are no longer held pursuant to a book-entry registration system. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of Series 2026 Bonds will be governed by arrangements among them, and the Authority and the Trustee will not have any responsibility or obligation to send a notice of redemption except to DTC. Neither the Authority nor the Trustee shall have any responsibility for any defect in the CUSIP number that appears on any Bond or in any redemption notice with respect thereto.

Failure of DTC to receive any notice of redemption or any defect therein will not affect the sufficiency of any proceedings for redemption.

Conditional Notice of Redemption; Rescission. With respect to any notice of optional redemption of Bonds, unless, upon the giving of such notice, such Bonds will be deemed to have been paid pursuant to the terms of the Indenture, such notice is to state that such redemption will be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of amounts sufficient to pay the principal of, and premium, if any, and interest on, such Bonds to be redeemed, and that if such amounts shall not have been so received said notice will be of no force and effect and the Authority will not be required to redeem such Bonds. If such notice of redemption contains such a condition and such amounts are not so received, the redemption will not be made and the Trustee will within a reasonable time thereafter give notice to the Holders to the effect that such amounts were not so received and such redemption was not made, such notice to be given by the Trustee in the manner in which the notice of redemption was given.

In addition, the Authority may, at its option, on or prior to the date fixed for redemption in any notice of redemption, rescind and cancel such notice of redemption by written notice by the Authority to the Trustee, and the Trustee will give notice of such rescission as soon thereafter as practicable in the same manner, and to the same Persons, as notice of such redemption was given pursuant to the Indenture.

Any optional redemption of the Series 2026 Bonds and notice thereof will be conditional and rescinded and cancelled pursuant to the provisions of the Indenture if for any reason on the date fixed for redemption moneys are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the Redemption Price of, and interest due on, the Series 2026 Bonds called for redemption.

Purchase in Lieu of Redemption. The Authority reserves the right at all times to purchase any of the Series 2026 Bonds on the open market.

Effect of Redemption. Notice of redemption having been duly given pursuant to the Indenture and moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the Series 2026 Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Series 2026 Bonds (or portions thereof) so called for redemption will become due and payable at the Redemption Price specified in such notice together with interest accrued thereon to the redemption date. Interest on such Series 2026 Bonds so called for redemption will cease to accrue, said Series 2026 Bonds (or portions thereof) will cease to be entitled to any benefit or security under the Indenture, and the Holders of such Series 2026 Bonds will have no rights in respect thereof except to receive payment of the Redemption Price and accrued interest to the date fixed for redemption from funds held by the Trustee for such payment.

DEBT SERVICE SCHEDULE

The following table shows the annual debt service requirements on the Series 2022 Bonds, the Series 2023 Bonds and the Series 2026 Bonds.

Fiscal Year Ending June 30	*Series 2026 Bonds Principal*	*Series 2026 Bonds Interest*	*Total Series 2026 Bonds Debt Service*	*Series 2022 Bonds Debt Service*	*Series 2023 Bonds Debt Service*	*Total Bonds Debt Service*
2026	$	$		$ 5,778,600	$ 6,609,250	$
2027				5,620,600	6,761,750	
2028				5,467,100	6,915,000	
2029				5,302,850	7,078,250	
2030				5,143,350	7,240,250	
2031				4,973,350	7,410,250	
2032				4,808,350	7,577,000	
2033				4,633,100	7,749,750	
2034				4,453,100	7,932,250	
2035				4,273,600	8,108,000	
2036				4,084,600	8,301,250	
2037				3,896,600	8,485,000	
2038				3,704,600	8,683,500	
2039				3,507,000	8,879,750	
2040				3,302,000	9,082,500	
Total[(1)]	$	$		$ 68,948,000	$116,813,750	$

(1) Totals may not add due to rounding.

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PLAN OF FINANCE

Proceeds of the Series 2026 Bonds will be applied to (i) to finance certain transportation capital improvement and/or such other transportation improvements as permitted by the Act, Ordinance, the Expenditure Plan and the tax certificate executed and delivered in connection with the Series 2026 Bonds, and (ii) to pay costs of issuance of the Series 2026 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Proceeds of the Series 2026 Bonds can be applied to any project in the Expenditure Plan, including, but not limited to, the 1-10 Corridor Freight and Express Lane Project, I-15 Corridor Freight and Express Lanes Project, the I-10/Cedar Interchange, and the I-10/Mount Vernon Interchange.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of the funds are as follows:

Sources of Funds:	
Principal Amount of Series 2026 Bonds	$
[Premium][Discount]	
Total Sources	$
Uses of Funds:	
Deposit to 2026 Bonds Project Fund	$
Deposit to 2026 Costs of Issuance Fund[(1)]	
Total Uses:	$

(1) Includes underwriters' discount, rating agency fees, Trustee fees, printing costs, Bond Counsel, Disclosure Counsel and Municipal Advisor fees and expenses and other miscellaneous expenses.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS

Limited Obligations

The Series 2026 Bonds are limited obligations of the Authority and are payable solely, both as to principal and interest, from Revenues, primarily consisting of Sales Tax Revenues, and certain funds held by the Trustee under the Indenture, and the Authority is not obligated to pay the Series 2026 Bonds except from such Revenues and such funds and proceeds. The Series 2026 Bonds do not constitute a debt or liability of the State or any political subdivision of the State other than the Authority, or a pledge of the full faith and credit of the State or of any political subdivision of the State. The general fund of the Authority is not liability, and the credit or taxing power (other than as described in the Indenture) of the Authority is not pledged, for the payment of the Series 2026 Bonds or their interest or any premium due thereon. The Series 2026 Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Authority or any of its income or receipts, except the Sales Tax Revenues and funds held under the Indenture.

Pledge of Sales Tax Revenues and Certain Funds and Accounts Held by Trustee

As security for the payment of all amounts owing on the Bonds and Parity Obligations (defined below), the Authority has pledged to the Trustee under the Indenture: (i) all Revenues (including all Sales Tax Revenues), and (ii) all amounts, including proceeds of the Series 2026 Bonds, held on deposit in the funds and accounts established in the Indenture (except for amounts held in the Rebate Fund, any Letter of Credit Account and any Purchase Fund), subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein. The collateral identified above will immediately be subject to this pledge, and this pledge shall constitute a first lien on and security interest in such collateral which

will immediately attach to the collateral and be effective, binding and enforceable against the Authority and all others asserting the rights therein, to the extent set forth, and in accordance with, the Indenture, irrespective of whether those parties have notice of the pledge and without the need for any physical delivery, recordation, filing or further act. The pledge of Revenues and all amounts held on deposit in the funds and accounts established under the Indenture (except for amounts held in the Rebate Fund, any Letter of Credit Account and any Purchase Fund) will be irrevocable until all of the Bonds, including the Series 2026 Bonds, and all Parity Obligations and amounts owed in connection with the Bonds and Parity Obligations are no longer Outstanding. All Bonds and Parity Obligations will be of equal rank without preference, priority or distinction of any Bonds and Parity Obligations over any other Bonds and Parity Obligations.

Sales Tax Revenues consist of the amounts collected on account of the retail transactions and use tax imposed in the County pursuant to the Act, the Authority Act and the Ordinance, after deducting amounts payable by the Authority to the CDTFA for costs and expenses for its services in connection with the retail transactions and use tax collected pursuant to the Act and the Authority Act. Revenues consist of Sales Tax Revenues and all regularly-scheduled amounts (but not termination payments) owed or paid to the Authority by any counterparty under any Interest Rate Swap Agreement after offset for the regularly-scheduled amounts (but not termination payments) owed or paid by the Authority to such counterparty under such Interest Rate Swap Agreement. The Authority is not entering into any Interest Rate Swap Agreements in connection with the issuance of the Series 2026 Bonds and currently has no Interest Rate Swap Agreements outstanding.

The Authority is not required to advance any moneys derived from any source other than Revenues for the payment of principal, Redemption Price or interest on the Series 2026 Bonds or for any other purpose of the Indenture.

For a more detailed description of the Sales Tax Revenues and projected receipts of Sales Tax Revenues, see "THE SALES TAX" herein.

Revenue Fund; Allocation of Sales Tax Revenues

The Authority has assigned and caused all amounts available for distribution to the Authority, on account of the Sales Tax, after deducting amounts payable by the Authority to the CDTFA for costs and expenses for its services in connection with the Sales Tax, to be transmitted by the CDTFA to the Trustee, to be held in trust for the benefit of the holders of the Bonds. The Trustee shall deposit all Sales Tax Revenues, when and as received by the Trustee, in a trust fund, designated as the Revenue Fund (the "Revenue Fund"). All other Revenues will also be deposited in the Revenue Fund.

So long as any Bonds remain Outstanding and Parity Obligations, Subordinate Obligations, and all other amounts payable under the Indenture remain unpaid, in each month following receipt and deposit of the Sales Tax Revenues in the Revenue Fund, the Trustee is required to set aside the moneys in the Revenue Fund in the following respective funds, amounts and order of priority (provided that deficiencies in any previously required deposit may be made up prior to the deposit to a fund subsequent in priority and further provided that set asides or transfers required with respect to outstanding Parity Obligations will be made on a parity basis each month, as provided in the Indenture):

1. Interest Fund. Following receipt of the Sales Tax Revenues in each month, the Trustee will set aside in the Interest Fund as soon as practicable in such month an amount equal to (a) one-sixth of the aggregate half-yearly amount of interest becoming due and payable on the Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness which will be governed by (b) of this paragraph) during the next ensuing six (6) months (excluding any interest for which there are moneys deposited in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay such interest during said next ensuing six (6) months), until the requisite half-yearly amount of interest on all such Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness which will be governed by (b) of this paragraph) is on deposit in such fund;

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provided that from the date of delivery of a Series of Current Interest Bonds until the first Interest Payment Date with respect to such Series of Bonds the amounts set aside in such fund with respect to such Series of Bonds will be sufficient on a monthly pro rata basis to pay the aggregate amount of interest becoming due and payable on said Interest Payment Date with respect to such Series of Bonds, plus (b) the aggregate amount of interest to accrue during that month on Outstanding Variable Rate Indebtedness, calculated, if the actual rate of interest is not known, at the interest rate specified in writing by the Authority, or if the Authority will not have specified an interest rate in writing, calculated at the maximum interest rate borne by such Variable Rate Indebtedness during the month prior to the month of deposit plus one hundred (100) basis points (provided, however, that the amount of such deposit into the Interest Fund for any month may be reduced by the amount by which the deposit in the prior month exceeded the actual amount of interest accrued and paid during that month on said Outstanding Variable Rate Indebtedness and provided further that the amount of such deposit into the Interest Fund for any month will be increased by the amount by which the deposit in the prior month was less than the actual amount of interest accruing during that month on said Outstanding Variable Rate Indebtedness). No deposit need be made into the Interest Fund if the amount contained therein is at least equal to the interest to become due and payable on the Interest Payment Dates falling within the next six (6) months upon all of the Bonds issued hereunder and then Outstanding, and on March 1 and September 1 of each year any excess amounts in the Interest Fund not needed to pay interest on such date (and not held to pay interest on Bonds having Interest Payment Dates other than March 1 and September 1) will be transferred to the Authority (but excluding, in each case, any moneys on deposit in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay interest on any future Interest Payment Dates following such Interest Payment Dates). All Swap Revenues received with respect to Interest Rate Swap Agreements that are Parity Obligations will be deposited in the Interest Fund and credited to the above required deposits. See APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues."

2. Principal Fund; Sinking Accounts. Following receipt of the Sales Tax Revenues in each month, the Trustee will deposit in the Principal Fund as soon as practicable in such month an amount equal to at least (a) one-sixth of the aggregate semiannual amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having semiannual maturity dates within the next six (6) months, plus (b) one-twelfth of the aggregate yearly amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having annual maturity dates within the next twelve (12) months, plus (c) one-sixth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next six-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts have been created and for which semiannual mandatory redemption is required from said Sinking Accounts, plus (d) one-twelfth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next 12-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts will have been created and for which annual mandatory redemption is required from such Sinking Accounts; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be set aside towards such principal to be so refunded or paid. All of the aforesaid deposits made in connection with future Mandatory Sinking Account Payments will be made without priority of any payment into any one such Sinking Account over any other such payment.

If Sales Tax Revenues are not sufficient to make the required deposits so that moneys in the Principal Fund on any principal or mandatory redemption date are equal to the amount of Bond Obligation to become due and payable on the Outstanding Serial Bonds of all Series plus the Bond Obligation amount of and redemption premium on the Outstanding Term Bonds required to be redeemed or paid at maturity on such date, then such moneys will be applied on a Proportionate Basis and in such proportion as said Serial Bonds and said Term Bonds bear to each other, after first deducting for such purposes from said Term Bonds any of said Term Bonds

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required to be redeemed annually as have been redeemed or purchased during the preceding 12-month period and any of said Term Bonds required to be redeemed semiannually as will have been redeemed or purchased during the six-month period ending on such date or the immediately preceding six month period. If Sales Tax Revenues are not sufficient to pay in full all Mandatory Sinking Account Payments required to be paid at any one time into all such Sinking Accounts, then payments into all such Sinking Accounts will be made on a Proportionate Basis, in proportion that the respective Mandatory Sinking Account Payments required to be made into each Sinking Account during the then current 12-month period bear to the aggregate of all of the Mandatory Sinking Account Payments required to be made into all such Sinking Accounts during such 12-month period.

No deposit need be made into the Principal Fund so long as there will be in such fund (i) moneys sufficient to pay the Bond Obligations of all Serial Bonds issued hereunder and then Outstanding and maturing by their terms within the next twelve (12) months plus (ii) the aggregate of all Mandatory Sinking Account Payments required to be made in such 12-month period, but less any amounts deposited into the Principal Fund during such 12-month period and theretofore paid from the Principal Fund to redeem or purchase Term Bonds during such 12-month period; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be on deposit with respect to such principal payments. At the beginning of each Fiscal Year and in any event not later than March 1 of each year, the Trustee shall request from the Authority a Certificate of the Authority setting forth the principal payments for which deposits will not be necessary pursuant to the preceding sentence and the reason therefor. On March 1 of each year or as soon as practicable thereafter any excess amounts in the Principal Fund not needed to pay principal on such date (and not held to pay principal on Bonds having principal payment dates other than March 1) shall be transferred to the Authority. See APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues."

3. Bond Reserve Fund. The Indenture also requires the Trustee to make deposits to any of the Bond Reserve Funds established pursuant to the provisions of the Indenture as soon as possible in each month in which any deficiency in any Bond Reserve Fund occurs, until the balance in such Bond Reserve Fund is at least equal to the applicable Bond Reserve Requirement. See APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues." No Bond Reserve Fund was established for the Series 2022 Bonds or the Series 2023 Bonds and none will be established in connection with the issuance of the Series 2026 Bonds.

4. Subordinate Obligations Fund. A Subordinate Obligations Fund has been established under the Indenture. As long as any Subordinate Obligations remain unpaid, the Trustee will transfer any Revenues remaining in the Revenue Fund after the transfers described in (1), (2) and (3) above have been made to the Subordinate Obligations Fund. After the Trustee has made any deposit or payment of Revenues as in the current month required by the instrument or instruments creating the Subordinate Obligations, the Trustee will transfer any remaining Revenues back to the Revenue Fund.

5. Fees and Expenses Fund. A Fees and Expenses Fund has been established under the Indenture. At the direction of the Authority, after the transfers described in (1), (2), (3) and (4) above have been made, the Trustee will deposit as soon as practicable in each month in the Fees and Expenses Fund (i) amounts necessary for payment of fees, expenses and similar charges (including fees, expenses and similar charges relating to any Liquidity Facility or Credit Enhancement for the Bonds or any Parity Obligations) owing in such month or the following month by the Authority in connection with the Bonds or any Parity Obligations and (ii) amounts necessary for payment of fees, expenses and similar charges owing in such month or the following month by the Authority in connection with Subordinate Obligations. The Authority will inform the Trustee of such amounts, in writing, on or prior to the first Business Day of each month.

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After making the foregoing transfers, the Trustee will transfer certain amounts of the Sales Tax Revenues to meet the requirements of the TIFIA Loan Agreement, as defined under the caption "—Subordinate Obligations" below."

See APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues" for a more complete discussion.

After making the foregoing allocations, all Sales Tax Revenues will be transferred to the Authority and may be applied by the Authority for all lawful purposes of the Authority.

No Bond Reserve Fund

No Bond Reserve Fund will be established for the Series 2026 Bonds. The Series 2022 Bonds and the Series 2023 Bonds are similarly not secured by any Bond Reserve Fund.

Additional Bonds and Other Parity Obligations

Issuance of Additional Bonds. The only outstanding obligations secured by Sales Tax Revenues on a parity with the Series 2026 Bonds will be the Series 2022 Bonds and the Series 2023 Bonds. The Authority may issue additional Bonds and may issue or incur other obligations secured in whole or in part by a pledge of Sales Tax Revenues on a parity with the Bonds and the regularly scheduled payments on any Interest Rate Swap Agreements, subject to compliance with the terms and provisions set forth in the Indenture, including those described below.

(a) No Event of Default shall have occurred and then be continuing.

(b) If the Supplemental Indenture providing for the issuance of such Series of additional Bonds requires either (i) the establishment of a Bond Reserve Fund to provide additional security for such Series of Bonds or (ii) that the balance on deposit in an existing Bond Reserve Fund be increased, forthwith upon the receipt of the proceeds of the sale of such Series, to an amount at least equal to the Bond Reserve Requirement with respect to such Series of Bonds and all other Bonds secured by such Bond Reserve Fund to be considered Outstanding upon the issuance of such additional Series of Bonds, the supplemental Indenture providing for the issuance of such additional Series of Bonds will require deposit of the amount necessary. Said deposit will be made as provided in the Supplemental Indenture providing for the issuance of such additional Series of Bonds and may be made from the proceeds of the sale of such Series of Bonds or from other funds of the Authority or from both such sources or in the form of a Reserve Facility as described under APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Definitions" and "Establishment and Application of Funds and Accounts — Funding and Application of Bond Reserve Funds."

(c) The aggregate principal amount of Bonds issued under the Indenture shall not exceed any limitation imposed by the Act or any other law or by any Supplemental Indenture.

(d) The Authority shall place on file with the Trustee a Certificate of the Authority certifying that the amount of Sales Tax Revenues collected during any twelve (12) consecutive calendar months specified by the Authority within the most recent eighteen (18) calendar months immediately preceding the date on which such additional Series of Bonds will become Outstanding shall have been at least equal to 2.0 times Maximum Annual Debt Service on all Series of Bonds and Parity Obligations then Outstanding and the additional Series of Bonds then proposed to be issued, which Certificate shall also set forth the computations upon which such Certificate is based.

(e) Principal payments of each additional Series of Bonds shall be due on March 1 or September 1 in each year in which principal is to be paid if and to the extent deemed practical in the reasonable

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judgment of the Authority with regard to the type of Bond to be issued, and, if the interest on such Series of Bonds is to be paid semiannually, such interest payments shall be due on March 1 and September 1 in each year to the extent deemed practical in the reasonable judgment of the Authority with regard to the type of Bond to be issued.

Nothing in the Indenture will prevent or be construed to prevent the Supplemental Indenture providing for the issuance of an additional Series of Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by the Indenture, additional security for the benefit of such additional Series of Bonds or any portion thereof.

In the event additional assets or revenues are included within the definition of "Revenues" by a Supplemental Indenture, such additional assets or revenues shall be included in the calculations to be provided in subsection (d) above as if such additional assets or revenues had always been included in "Revenues."

See APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations."

Proceedings for Issuance of Additional Bonds. Subsequent to the issuance of the Series 2026 Bonds, before any additional Series of Bonds shall be issued and delivered, the Authority will file each of the documents identified below with the Trustee:

(a) A Supplemental Indenture authorizing such Series executed by the Authority.

(b) A Certificate of the Authority certifying: (i) that no Event of Default has occurred and is then continuing; and (ii) that the requirements specified in paragraphs (b) and (c) above under the subcaption "— *Issuance of Additional Bonds*" have been satisfied by the Authority.

(c) A Certificate of the Authority certifying (on the basis of computations made no later than the date of sale of such Series of Bonds) that the requirement of paragraph (d) above under the subcaption "— *Issuance of Additional Bonds*" is satisfied.

(d) An Opinion of Bond Counsel to the effect that the Supplemental Indenture is being entered into in accordance with the Indenture and that such Series of Bonds, when duly executed by the Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Authority.

Issuance of Refunding Bonds. Under the Indenture, the Authority may issue Refunding Bonds on a parity with the Bonds and any Parity Obligations. Refunding Bonds may be authorized and issued by the Authority without compliance with the provisions described in paragraph (d) above under the subcaption "— *Issuance of Additional Bonds*" or paragraph (c) above under the subcaption "— *Proceedings for Issuance of Additional Bonds*" in accordance with the Indenture, see APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations — *Issuance of Refunding Bonds*."

Parity Obligations. Under the Indenture, the Authority may issue Parity Obligations on a parity with the Bonds provided such Parity Obligations have been duly and legally authorized by the Authority for any lawful purpose and the Authority delivers a Certificate certifying that (i) no Event of Default has occurred and is then continuing, and (ii) the requirements set forth in the provisions described in paragraph (d) above under the subcaption "— Issuance of Additional Bonds" have been satisfied with respect to such Parity Obligations. If the Parity Obligations are refunding obligations, certification with respect to the provisions described in paragraph (d) above under the subcaption "— Issuance of Additional Bonds" is not required. See APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations — *Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations*."

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"Parity Obligations" means (i) any indebtedness, installment sale obligation, lease obligation or other obligation of the Authority for borrowed money, (ii) any obligation to pay the Rebate Requirement, or (iii) any Interest Rate Swap Agreement (excluding fees and expenses and termination payments on Interest Rate Swap Agreements, which fees and expenses and termination payments will be secured by a lien and charge on the Sales Tax Revenues subordinate to the lien and charge upon Sales Tax Revenues that secures the Bonds, Parity Obligations and payment of principal of and interest on Subordinate Obligations) entered into in connection with a Series of Bonds, in each case incurred in accordance with the Indenture, and in each case having an equal lien and charge upon the Sales Tax Revenues and therefore being payable on a parity with the Bonds (whether or not any Bonds are Outstanding).

Subordinate Obligations

Under the Indenture, the Authority may issue obligations subordinate to the Bonds, Refunding Bonds and Parity Obligations ("Subordinate Obligations") that are payable as to principal, premium, interest and reserve fund requirements, if any, only out of Sales Tax Revenues after the prior payment of all amounts then required to be paid thereunder from Sales Tax Revenues for principal, premium, interest and reserve fund requirements, if any, for all Bonds Outstanding, and all Parity Obligations outstanding, as the same become due and payable, and at the times and in the amounts as required in the Indenture and in the instrument or instruments pursuant to which any Parity Obligations were issued or incurred, provided that the conditions to issuance or incurrence of such Subordinate Obligations set forth in the Indenture are satisfied. See APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations — *Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations*." Other than as described below, the Authority currently has no plans to issue or incur any additional Subordinate Obligations.

The Authority has established a commercial paper program (the "Commercial Paper Program"), pursuant to which the Authority is currently authorized to issue up to $25 million of commercial paper notes (the "Commercial Paper Notes") payable from the Sales Tax Revenues on a subordinate basis to the Bonds and Parity Obligations. Under the Commercial Paper Program documents, the Authority cannot issue Commercial Paper Notes unless there is a liquidity facility in place supporting the Commercial Paper Program. There is currently no liquidity facility in place and there are currently no Commercial Paper Notes outstanding. Although no Commercial Paper Notes are currently outstanding, the authorization remains in full force and effect and the Authority may issue Commercial Paper Notes from time to time if a liquidity facility for the Commercial Paper Program is obtained in the future.

In June 2021, the Authority entered into a loan agreement with the United States Department of Transportation, which was amended in 2025, in connection with the I-10 Corridor Contract 1 Project (as amended, the "TIFIA Loan Agreement"). In order to secure the amounts due under the TIFIA Loan Agreement, the Authority issued its Toll Revenue Bonds (I-10 Corridor Contract 1 Project) (the "TIFIA Bonds"). The TIFIA Bonds are not secured by the Sales Tax Revenues; however, pursuant to the Third Supplemental Indenture and the Fourth Supplemental Indenture, the Authority has agreed to make an investment in the I-10 Corridor Contract 1 Project from the Sales Tax Revenues on a subordinate basis to the Bonds and Parity Obligations. Such investment is made through the transfer of Sales Tax Revenues to the trustee for the TIFIA Bonds in each month to provide the "Cash Supplement Transfer Amount" and the "Backstop Transfer Amount" scheduled to be transferred for such month pursuant to the indenture relating to the TIFIA Bonds (the "TIFIA Bonds Indenture"), and to address any deficiencies in such amounts from prior months that have not been made. See APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues." The Cash Supplement Transfer Amounts scheduled to be transferred in each Fiscal Year range from $219,346 to $4,158,199, beginning with the Fiscal Year ending June 30, 2027 and ending in the Fiscal Year ending June 30, 2040. The aggregate amount of Cash Supplement Transfer Amounts to be transferred by the Authority under the TIFIA Bonds Indenture is expected to be approximately $43,161,117. The annual amount of Backstop Transfer Amounts to be transferred by the Authority is determined on an annual basis by the Authority based on amounts needed to address any shortfalls in operating expenses or any reserve funds

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established under the TIFIA Bonds Indenture. The Authority's obligation to make transfers of the Backstop Transfer Amount began in July 2025 and will end in December 2039, subject to any true-up payments that are required to be made by the Authority through December 2040. The transfers to the Backstop Transfer Amount to be made in Fiscal Year 2026 are expected to be $0. The TIFIA Bonds Indenture limits the cumulative amount of Cash Supplement Transfer Amounts and Backstop Transfer Amounts to be transferred by the Authority to an aggregate amount of $93,000,000 during the term of the TIFIA Bonds. The Authority is authorized to borrow up to $225 million under the TIFIA Loan Agreement. As of January 1, 2026, approximately $225 million was outstanding under the TIFIA Loan Agreement.

See also APPENDIX A — "AUTHORITY AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025," Note [8].

THE SALES TAX

Authorization, Application and Collection of the Sales Tax

The Act, among other things, authorized the Authority to adopt a retail transactions and use tax ordinance applicable in the incorporated and unincorporated territory of the County in accordance with California's Transaction and Use Tax Law (section 7251 *et seq.* of the California Revenue and Taxation Code) upon authorization by a majority of the electors voting on the issue. In accordance with the Act, Measure I was approved by 59.8% of the voters on November 7, 1989, enacting Ordinance No. 89-1 which imposed a retail transactions and use tax in the County. Ordinance No. 89-1 imposed a tax of one-half of one percent (1/2%) on the gross receipts of retailers from the sale of tangible personal property sold in the County and also imposed a use tax at the same rate upon the storage, use or other consumption in the County of such property purchased from any retailer for storage, use or other consumption in the County, subject to certain limited exceptions described below. Ordinance No. 89-1 imposed the Sales Tax for a period from April 1, 1990 through March 31, 2010. The Authority adopted Ordinance No. 04-01 on June 2, 2004, which provided for the continued imposition of the Sales Tax at the rate of one-half of one percent (1/2%) for a period from April 1, 2010 through March 31, 2040. On November 2, 2004, the renewal of Measure I contained in Ordinance No. 04-01 was approved by over 80% of the voters.

The one-half of one percent Sales Tax imposed by the Authority in the County is in addition to the sales tax levied statewide by the State of California (the "State"), which is currently 7.25%, and other sales taxes imposed by certain cities within the County. See "THE SALES TAX — Other Sales Taxes Imposed in the County." In general, the statewide sales tax applies to the gross receipts of retailers from the sale of tangible personal property. The statewide use tax is imposed on the storage, use or other consumption in the State of property purchased from a retailer for such storage, use or other consumption. Since the use tax does not apply to cases where the sale of the property is subject to the sales tax, the application of the use tax generally applies to purchases made outside of the State for use within the State, subject to certain exceptions.

The Sales Tax generally is imposed upon the same transactions and items subject to the sales and use tax levied statewide by the State (hereinafter collectively referred to as the "State Sales Tax"), with generally the same exceptions. Many categories of transactions are exempt from the State Sales Tax and the Sales Tax. The most important of these exemptions are: sales of food products for home consumption, prescription medicine, edible livestock and their feed, seed and fertilizer used in raising food for human consumption, and gas, electricity and water when delivered to consumers through mains, lines and pipes. In addition, "Occasional Sales" (i.e., sales of property not held or used by a seller in the course of activities for which he or she is required to hold a seller's permit) are generally exempt from the State Sales Tax and from the Sales Tax; however, the "Occasional Sales" exemption does not apply to the sale of an entire business and other sales of machinery and equipment used in a business. Sales of property to be used outside the County which are shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer, or by delivery by the retailer to a carrier for shipment to a consignee, at such point, are exempt from the State Sales Tax and from the Sales Tax.

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Action by the State Legislature or by voter initiative or judicial decisions interpreting State law could change the transactions and items upon which the State Sales Tax and the Sales Tax are imposed. Such changes or amendments could have either an adverse or beneficial effect on Sales Tax Revenues. The Authority is not currently aware of any proposed legislative change which would have a material adverse effect on Sales Tax Revenues. See also "RISK FACTORS — Proposition 218" herein.

Collection of Sales Tax Revenues

Collection of the Sales Tax is administered by the CDTFA. The Authority and the CDTFA have entered into an agreement, as it has been amended and supplemented, for state administration of transactions and use taxes to authorize payment of Sales Tax Revenues directly to the Trustee. Pursuant to the agreement, the CDTFA, after deducting amounts payable to itself for administrative costs, will be required to remit the balance of amounts received from the Sales Tax directly to the Trustee.

The Trustee will be required to apply the Sales Tax Revenues to make deposits to the funds and accounts established under the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS" herein. The fee that the CDTFA is authorized to charge for collection of the Sales Tax is determined by State legislation. The CDTFA fee for collection of the Sales Tax for Fiscal Year 2025-2026 is estimated at $2,131,760.

Historical Sales Tax Revenues

Sales Tax Revenues Collected Under Ordinance 89-1. The following table sets forth sales tax revenues collected under Ordinance No. 89-1 ("Ordinance 89-1 Sales Tax Revenues") net of the State Board of Equalization (now the CDTFA) administrative fee for the Fiscal Years indicated in the following table.

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SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
ORDINANCE 89-1 SALES TAX REVENUES
Fiscal Years Ended June 30, 1990 through 2010

Fiscal Year Ended June 30	*Sales Tax Revenues*[1]	*% Change From Prior Fiscal Year*
1990	$ 4,126,121[2]	N/A
1991	50,654,294	--
1992	53,784,324	6.2%
1993	54,747,612	1.8
1994	54,842,475	0.2
1995	57,960,529	5.7
1996	62,037,345	7.0
1997	64,846,755	4.5
1998	69,644,443	7.4
1999	73,244,075	5.2
2000	84,413,385	15.2
2001	90,618,695	7.4
2002	94,524,807	4.3
2003	104,063,009	10.1
2004	111,575,283	7.2
2005	131,902,744	18.2
2006	148,073,689	12.3
2007	147,929,491	(0.1)
2008	140,547,350	(5.0)
2009	114,901,053	(18.2)
2010	106,073,764[3]	(7.7)

(1) Net of State Board of Equalization (now the CDTFA) administrative fee.
(2) Fiscal Year ended June 30, 1990 represents a partial year of revenues.
(3) Ordinance No. 89-1 imposed the Sales Tax for a period from April 1, 1990 to March 31, 2010. Ordinance No. 04-01 imposes the Sales Tax for the period from April 1, 2010 through March 31, 2040. Thus, amounts shown for Fiscal Year ended June 30, 2010 include receipts of the Sales Tax imposed pursuant to both Ordinance No. 89-1 and Ordinance No. 04-01. Only those amounts collected in connection with the Sales Tax imposed on and after April 1 in such year would have constituted pledged Sales Tax Revenues under the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS PLEDGE OF SALES TAX REVENUES AND CERTAIN FUNDS AND ACCOUNTS HELD BY TRUSTEE" herein.

Source: The Authority.

Sales Tax Revenues Collected Under Ordinance No. 04-01. Ordinance No. 04-01 imposed the Sales Tax from April 1, 2010 through March 31, 2040. The following table sets forth Sales Tax Revenues net of the State Board of Equalization or CDFTA, as applicable, administrative fee for the Fiscal Years indicated in the following table.

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SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
HISTORICAL SALES TAX REVENUES
Fiscal Years Ended June 30, 2010 through 2025

Fiscal Year Ended June 30	*Sales Tax Revenues*[1]	*% Change From Prior Fiscal Year*
2010	$106,073,764[2]	(7.7)%
2011	117,927,079	11.2
2012	132,276,581	12.2
2013	138,482,732	4.7
2014	145,407,342	5.0
2015	152,342,401	4.8
2016	160,848,014	5.6
2017	163,814,528	1.8
2018	162,945,073	(0.5)
2019	183,621,992	12.7[3]
2020	179,016,883	(2.5)[4]
2021	222,320,683	24.2[4]
2022	252,227,712	13.5[4]
2023	257,469,979	2.1[4]
2024	251,805,858	(2.2)
2025	250,826,957	(0.4)[4]

(1) Net of State Board of Equalization/CDTFA administrative fee.

(2) Ordinance No. 89-1 imposed the Sales Tax for a period from April 1, 1990 to March 31, 2010. Ordinance No. 04-01 imposes the Sales Tax for the period from April 1, 2010 through March 31, 2040. Thus, amounts shown for Fiscal Year ended June 30, 2010 include receipts of the Sales Tax imposed pursuant to both Ordinance No. 89-1 and Ordinance No. 04-01. Only those amounts collected in connection with the Sales Tax imposed on and after April 1 in such year would have constituted pledged Sales Tax Revenues under the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS PLEDGE OF SALES TAX REVENUES AND CERTAIN FUNDS AND ACCOUNTS HELD BY TRUSTEE" herein.

(3) In May 2018, CDTFA implemented a new automated system for processing, reporting and distributing sales tax revenues to agencies throughout the State. As a result, several thousand tax returns were not processed in a timely manner. Approximately $1,373,405 of Fiscal Year 2018 revenue was recorded in Fiscal Year 2019. Assuming the $1,373,405 figure was properly accounted for in Fiscal Year 2018, annual sales tax revenues would have been $164,318,478 for Fiscal Year 2018 and $182,248,587 in Fiscal Year 2019.

(4) Sales tax collections from Fiscal Year 2020 through Fiscal Year 2022 reflect a confluence of factors, including the brief COVID-19 related economic downturn and subsequent recovery and inflation. See "RISK FACTORS – Economy of the County and the State." In Fiscal Year 2023, the year-over-year change in Sales Tax Revenues reflects a normalization in the volatility of collections, which such normalization has continued in Fiscal Years 2024 and 2025.

Source: The Authority.

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Set forth in the table below are the monthly Sales Tax Revenues for Fiscal Years ended June 30, 2024 and 2025 and the first two months of Fiscal Year ending June 30, 2026.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
MONTHLY HISTORICAL SALES TAX REVENUES
Fiscal Years Ended June 30, 2024, 2025 and 2026

Month	*Fiscal Year Ended 2024*	*Fiscal Year Ended 2025*	*% Change From Prior Fiscal Year*	*Fiscal Year Ending 2026*[(1)]	*% Change From Prior Fiscal Year*
July	$ 20,053,030	$ 19,420,324	(3.16)%	$ 19,765,339	1.78%
August	20,116,424	17,731,953	(11.85)	20,663,142	16.53
September	22,193,063	23,183,477	4.46	23,233,049	0.21
October	19,938,311	20,652,265	3.58	--	--
November	18,461,475	18,496,371	0.19	--	--
December	27,380,088	26,944,939	(1.59)	--	--
January	19,301,043	18,851,650	(2.33)	--	--
February	17,593,716	16,805,076	(4.48)	--	--
March	23,827,179	24,253,282	1.79	--	--
April	18,681,998	19,828,908	6.14	--	--
May	21,346,757	21,761,963	1.95	--	--
June	22,912,774	22,896,749	(0.07)	--	--
Total	$251,805,858	$ 250,826,957	(0.39)		

(1) Unaudited. Reported on an accrual basis.
Source: The Authority

Annual Sales Tax Revenues for the Fiscal Year ended June 30, 2025 were $250,826,957 representing a decrease of $978,901 or 0.39%, from the previous Fiscal Year. The Authority believes the year-over-year change in Sales Tax Revenues in Fiscal Year 2025 reflects a normalization in Sales Tax Revenues collections following a period of volatility of collections caused by a confluence of factors, including the brief COVID-19 related economic downturn and subsequent recovery and inflation. The main segments where there was a decrease in consumer spending were automobiles, transportation, and fuel (price per gallon). These decreases are partially offset by increases in hotels, restaurants and general consumer goods. Total Sales Tax Revenues (accrual basis) for the first 2 months of the Fiscal Year ending June 30, 2026 were $40,428,481, representing an increase of 8.82% from Sales Tax Revenues for the first 2 months of the previous Fiscal Year.

The Authority is unable to predict the amount of future Sales Tax Revenues. For a summary of historical taxable retail sales within the County, see the table entitled "San Bernardino County, Taxable Sales Transactions" in APPENDIX B — "SAN BERNARDINO COUNTY, CALIFORNIA DEMOGRAPHIC AND ECONOMIC INFORMATION."

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The following table sets forth the Maximum Annual Debt Service coverage ratio for the Series 2022 Bonds, the Series 2023 Bonds and the Series 2026 Bonds, based on Sales Tax Revenues for the Fiscal Year ended June 30, 2025. See "DEBT SERVICE SCHEDULE" herein.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
COVERAGE RATIO*

Sales Tax Revenues Fiscal Year Ended June 30, 2025	*Maximum Annual Debt Service**	*Coverage Ratio**
$250,826,957	$_____	____x

* *Preliminary subject to change*
Source: PFM Financial Advisors LLC.

Other Sales Taxes Imposed in the County

With limited exceptions, the Sales Tax is imposed on the same transactions and items subject to the State Sales Tax. See "RISK FACTORS — Other Sales Taxes" herein. In addition to the State Sales Tax and the Sales Tax, the following sales and use taxes are imposed by certain entities within the County. No portion of the State Sales Tax or the following taxes imposed within the County are pledged to the repayment of the Series 2026 Bonds.

Sales and Use Tax	*Tax Rate*	*Effective Date*	*Termination Date*
City of Barstow	1.00%	4/1/2019	None
City of Chino	1.00	7/1/2024	None
City of Colton	1.00	4/1/2023	None
City of Fontana	1.00	4/1/2025	None
City of Montclair	0.25	4/1/2005	None
City of Montclair (Essential Services Protection)	1.00	4/1/2021	None
City of Ontario	1.00	4/1/2023	None
City of Redlands	1.00	4/1/2021	None
City of San Bernardino	1.00	4/1/2021	None
City of Victorville	1.00	4/1/2021	None
City of Yucaipa	1.00	4/1/1025	None
Town of Apple Valley	1.00	10/1/2025	None
Town of Yucca Valley (Essential Services)	0.50	4/1/2017	3/31/2027
Town of Yucca Valley (Sewer Implementation)	0.50	4/1/2017	3/31/2027

Source: *California City and County Sales and Use Tax Rates* (October 1, 2025), CDTFA.

Accounting for all the various sales taxes described above, transactions in the County are currently being taxed at an effective rate of 7.75% outside of the cities of Barstow, Chino, Colton, Fontana, Montclair, Ontario, Redlands, San Bernardino, Victorville and Yucaipa and the Towns of Apple Valley and Yucca Valley, and at 8.75% in the cities of Barstow, Chino, Colton, Fontana, Ontario, Redlands, San Bernardino, Victorville and Yucaipa and the Towns of Apple Valley and Yucca Valley, and at 9.00% in the City of Montclair.

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Outstanding Bonds

The Series 2026 Bonds are secured by Sales Tax Revenues on a parity with the Series 2022 Bonds and the Series 2023 Bonds. The Series 2022 Bonds were issued to provide funds to refund the Authority's Sales Tax Revenue Bonds (Limited Tax Bonds), 2012 Series A and to pay the costs of issuance of the Series 2022 Bonds. The Series 2023 Bonds were issued to provide funds to refund the Authority's Sale Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A and to pay the costs for issuance of the Series 2023 Bonds. The Series 2022 Bonds are currently outstanding in the aggregate principal amount of $50,320,000, with a final maturity of March 1, 2040. The Series 2023 Bonds are currently outstanding in the aggregate principal amount of $79,185,000, with a final maturity of March 1, 2040. See the caption "DEBT SERVICE SCHEDULE."

Project Advancement Agreements

On April 1, 2009, the Board of Directors of the Authority approved Policy No. 40002, Valley Project Advancement and Advance Expenditure Processes-Measure I 2010-2040 Strategic Plan (the "Project Advance Policy"). The Project Advancement Policy delineates requirements for advance expenditures to enable local jurisdictions to advance funding for development and construction of freeway interchange and grade separation projects and receive reimbursement from Sales Tax Revenues as funds become available. One of the requirements is a freeway interchange project must be on the top ten prioritization list approved by the Board of Directors of the Authority. Interchanges in the 11-20 priority range may be eligible for an advance expenditure agreement on an exception basis, with the required financial plan. Reimbursement for these exception interchanges is required to be based on the chronological order of expenditure, following reimbursement for all active top 10 interchanges. In general, the Authority will complete reimbursement for a freeway interchange or grade separation project in its entirety prior to allocation of funds to construction of a project of lower priority on the freeway interchange or grade separation prioritization list. Additionally, Policy No. 40017, Rural Mountain/Desert Subareas Major Local Highways Program Measure I 2010-2040 Strategic Plan, allows local jurisdictions in the Rural Mountain/Desert Subareas to advance funding for local priority projects and receive reimbursement from Sales Tax Revenues as funds become available.

The Authority currently has approved two project advancement agreements:

- San Bernardino County. The Authority has agreed to reimburse San Bernardino County up to $900,000 for Needles Highway, Segment 1C Project. The outstanding amount as of June 30, 2025 was $589,316.

- City of Big Bear Lake. The Authority has agreed to reimburse the City of Big Bear Lake up to $3,200,000 for the Moonridge Road Improvement Project. The outstanding amount as of June 30, 2025 was $3,200,000.

See also APPENDIX A — "AUTHORITY AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025" Note [8]. Payments made by the Authority under Advancement Agreements are unsecured obligations of the Authority payable from Sales Tax Revenues, subject to certain limitations in the Project Advance Policy. Sales Tax Revenues are not pledged to the reimbursement obligations of the Authority under the project advancement agreements.

SAN BERNARDINO COUNTY TRANSPORTATION EXPENDITURE PLAN

General Description

On November 7, 1989, the voters of the County approved the San Bernardino County Transportation Expenditure Plan contained in Ordinance No. 89-1 of the Authority. Ordinance No. 89-1 provided for the imposition of the Sales Tax for transportation purposes, including but not limited to the administration of the Authority, the construction, maintenance, improvement and operation of local streets, roads and highways, and State highways and freeways and public transit systems. These purposes include expenditures for planning,

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environmental reviews, engineering and design costs and related right-of-way acquisition. They also include, but are not limited to, debt service on bonds and expenses in connection with the issuance of bonds. The Sales Tax was imposed over a 20-year period from April 1, 1990 through March 31, 2010.

On January 3, 1990, the Authority adopted Ordinance No. 90-1 which amended certain provisions of Ordinance No. 89-1.

On June 2, 2004, the Authority adopted Ordinance No. 04-01 which provided for the renewal of the Sales Tax, to be imposed over a 30-year period from April 1, 2010 through March 31, 2040. On November 2, 2004, the voters of the County approved the San Bernardino County Transportation Expenditure Plan contained in Ordinance No. 04-01 of the Authority by over 80% (the "Expenditure Plan"), which included the following:

- Widening/improving I-10, I-15, I-210, I-215, SR-60, SR-62, SR-18 and US-395;
- Improving various freeway interchanges countywide;
- Improving local streets and roads;
- Expanding transit for seniors and disabled riders; and
- Expanding rail transit service.

Ordinance No. 04-01, referred to herein as the "Ordinance," defines the parameters of the Expenditure Plan.

The Authority accounts for Sales Tax Revenues separately by subarea. Sales Tax Revenues generated from each specified subarea will be expended on projects of direct benefit to that subarea within the County, as provided in the Expenditure Plan. Allocation of the Sales Tax Revenue to each subarea will be subordinate to the payment of principal of and interest on the Bonds, including the Series 2026 Bonds.

Expenditure Plan

The following is a description of the requirements and parameters of the Expenditure Plan. The entire Expenditure Plan is located at https://www.gosbcta.com/wp-content/uploads/2019/10/MeasureI-Ordinance04-01andTransportationExpenditurePlan.pdf. Information set forth on such website is not incorporated herein by reference.

After deduction of all required CDTFA fees and authorized costs (including payment of debt service on the Series 2022 Bonds, the Series 2023 Bonds and the Series 2026 Bonds), revenues generated from each specified subarea within the County will be expended on projects of direct benefit to that subarea. Revenues will be accounted for separately for each subarea and then allocated to specified project categories. Decisions on how revenues are expended within the subareas will be made by the Authority's Board of Directors, based upon recommendation of local representatives.

Subarea Identification. The San Bernardino Valley Subarea includes the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa and unincorporated areas in the east and west portions of the San Bernardino valley urbanized area. The Mountain-Desert Area includes the following subareas: (1) the North Desert Subarea, which includes the City of Barstow and surrounding unincorporated areas; (2) the Colorado River Subarea, which includes the City of Needles and the surrounding unincorporated areas of the East Desert; (3) the Morongo Basin Subarea, which includes the City of Twentynine Palms, Town of Yucca Valley and surrounding unincorporated areas; (4) the Mountain Subarea, which includes the City of Big Bear Lake and surrounding unincorporated areas of the San Bernardino Mountains; and (5) the Victor Valley Subarea, which includes the Cities of Adelanto, Hesperia and Victorville, the Town of Apple Valley, and surrounding unincorporated areas including Wrightwood. A map of the subareas can be found on the following page.

Cajon Pass Expenditure Plan. Three percent of the revenue generated in the San Bernardino Valley Subarea and the Victor Valley Subarea will be reserved in advance of other allocations specified in the Expenditure Plan in an account for funding of the I-15/I-215 Interchange in Devore, I-15 widening through Cajon Pass and truck lane development. Cajon Pass serves as the major transportation corridor connecting the two urbanized areas within the County and is in need of the identified improvements, which are critical components to intra-county travel for residents of both the Victor Valley and San Bernardino Valley.

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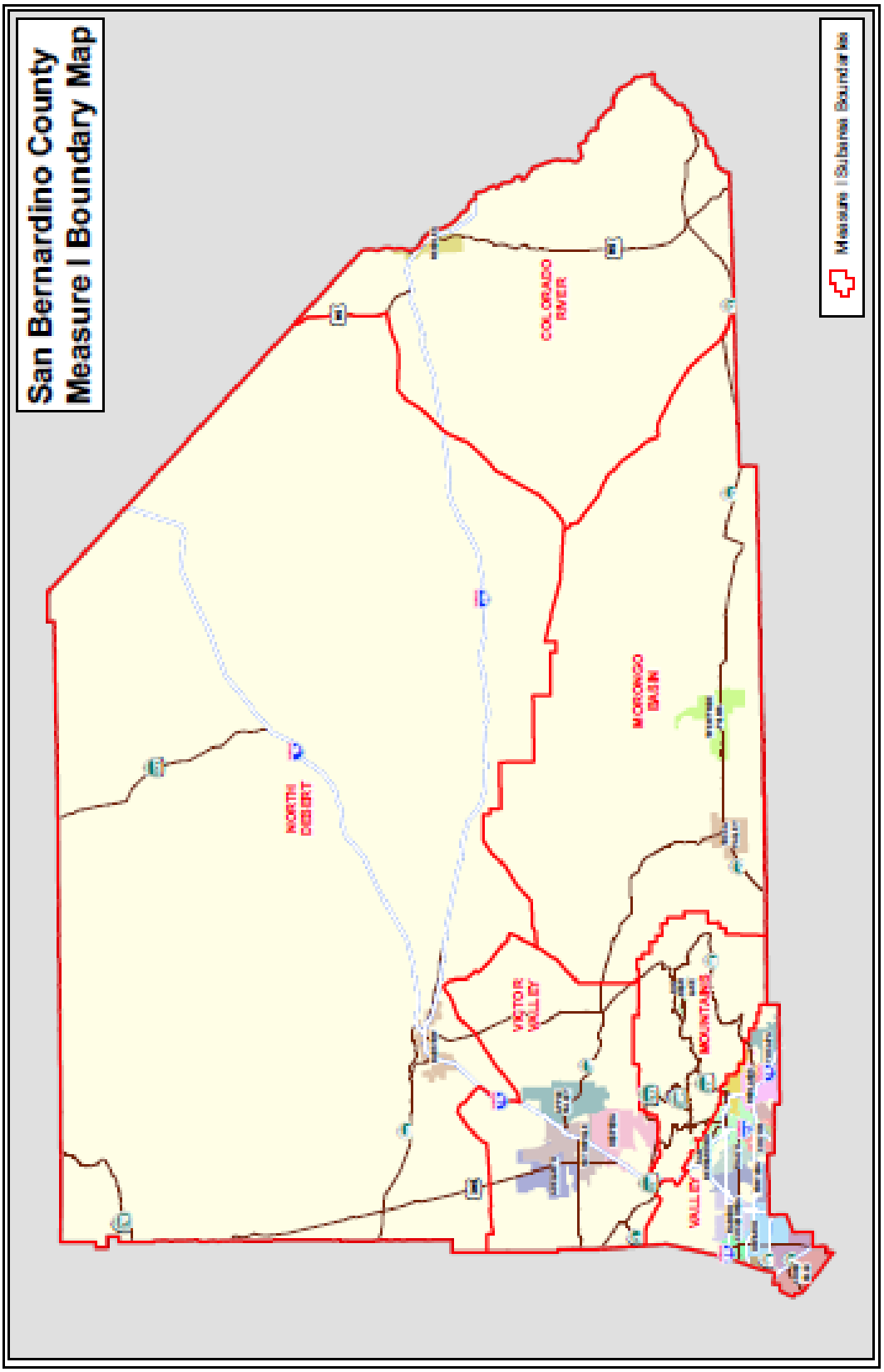

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San Bernardino Valley Subarea Expenditure Plan. Sales Tax Revenues collected in the Valley Subarea will be allocated among the project categories according to the percentages listed in the following table:

Project	*Description of Project*	*% of Revenue*
Freeway Program	Eligible projects include: I-10 widening from I-15 to Riverside County Line, I-15 widening from Riverside County Line to I-215, I-215 widening from Riverside County Line to I-10, I-215 widening from SR-210 to I-15, SR-210 widening from I-215 to I-10, and carpool lane connectors.	29%
Freeway Interchange Program	Eligible projects include various interchanges on I-10, I-15, SR-60, I-215, and SR-210. The SANBAG Nexus Study contains the list of freeway interchanges in the Valley that are eligible for these funds.	11%
Major Street Program	The SANBAG Nexus Study and CMP requirements have established projects that are eligible for funding under this program. Both rail/highway grade separations and arterial roadway improvements on the regional Nexus Study Network are eligible. The regional network is identified in the Nexus Study.	17%
Local Street Program	Local street projects are defined as local street and road construction, repair, maintenance and other eligible local transportation priorities. Expenditure of funds shall be based on a Five Year Plan adopted annually by the governing body of each jurisdiction. Funds are passed by the Authority directly through to the local jurisdictions.	20%
Metrolink/Rail Program	Eligible expenditures include, in part, purchase of additional Metrolink commuter rail passenger cars and locomotives, construction of additional track capacity, construction of additional parking spaces at Metrolink stations, new passenger rail service between San Bernardino and Redlands, and extension of the Gold Line light rail to Montclair.	8%
Express Bus/Bus Rapid Transit Program	Funds in this category shall be expended for the development, implementation, and operation of express bus and bus rapid transit (BRT) service, to be jointly developed by the Authority and transit service agencies serving the Valley Subarea.	5%
Senior and Disabled Transit Program	This is a continuation of the subsidy to transit operators to reduce fares for senior and disabled citizens and provides an additional 2% for the formation of a Consolidated Transportation Services Agency.	8%
Traffic Management Systems Program	Eligible projects include signal synchronization, systems to improve traffic flow, commuter assistance programs, freeway service patrol, and projects which contribute to environmental enhancement associated with transportation facilities.	2%

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Mountain-Desert Expenditure Plan. Sales Tax Revenues collected in the Mountain Desert Subareas will be allocated among the project categories according to the percentages listed in the following table:

Project	*Description of Project*	*% of Revenue*
Local Street Program	Local street projects are defined as street and road construction, repair, maintenance and other eligible transportation priorities established by local jurisdictions. Expenditure of funds shall be based on a Five Year Plan adopted annually by the governing body of each jurisdiction. Funds are passed by the Authority directly through to the local jurisdictions.	68%
Major Local Highway Program	Major Local Highway Projects are defined as major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways, where appropriate. Major Local Highway Projects funds can be utilized to leverage other state and federal funds for transportation projects and to perform advance planning/project reports.	25%
Senior and Disabled Transit Program*	In the North Desert, Colorado River, Morongo Basin, and Mountain Subareas, local representatives may provide additional funding beyond 5% upon a finding that such increase is required to address unmet transit needs of senior and disabled transit services. All increases above the 5% initial revenue collected for Senior and Disabled Transit Service shall come from the general Local Street Projects category of the subarea.	5%
Project Development and Traffic Management Systems	Projects may include costs associated with corridor studies and project study reports, projects to improve traffic flow and maximize use of transportation facilities, congestion management, commuter assistance programs, and projects which contribute to environmental enhancement associated with highway facilities. If after five years of revenue collection and every five years thereafter, the local representatives and the Mountain/Desert Committee make a finding that Project Development and Traffic Management System funds are not required for improvements of benefit to the subarea, then revenue in the Project Management and Traffic Management System category may be returned to the general Local Street Projects category.	2%

Future Financing Plans

Based on the Authority's current 10-year delivery plan, the Authority anticipates issuing Bonds (including the Series 2026 Bonds) to fund up to approximately $468 million of projects during the next five Fiscal Years secured by Sales Tax Revenues to fund transportation projects authorized under the Expenditure

* In the Victor Valley Subarea, the percentage for Senior and Disabled Transit Service was initially 5% and increased by 0.5% in 2015 with additional increases of 0.5% every five years thereafter to a maximum of 7.5%.

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Plan. The Authority updated the 10-year delivery plan in Fiscal Year 2025. The principal amount of additional Bonds or other financing instruments to be subsequently issued by the Authority and the timing of any such issuance or issuances will be determined by the Authority based on a variety of factors including the costs and timing of design and construction of the transportation projects to be financed and the resources then available. The issuance of additional Bonds is subject to the requirements of the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS — Additional Bonds and Other Obligations."

AUTHORITY INVESTMENT PORTFOLIO

Funds of the Authority are invested pursuant to an investment policy adopted by the Board, which permits the Authority to invest in some (but not all) of the types of securities authorized by State law for the investment of funds of local agencies (California Government Code Section 53600 et seq.) The securities in which the Authority currently is authorized to invest include United States treasury notes, bonds and bills, bonds, notes, bills, warrants and obligations issued by certain agencies of the United States, certain bankers acceptances, certain corporate commercial paper of prime quality, certificates of deposit, certain medium term corporate notes, certain shares of beneficial interest in diversified management companies (mutual funds), the State's local agency investment fund, the San Bernardino County local agency investment fund, certain collateralized repurchase agreements, and other securities authorized under State law as appropriate for public fund investments and not specifically prohibited by the investment policy. The investment policy (which is subject to change in the future) does not allow investment in reverse repurchase agreements, financial futures, option contracts, mortgage interest strips, inverse floaters or securities lending or any investment that fails to meet the credit or portfolio limits of the investment policy at the time of investment.

Funds held by the Trustee under the Indenture are invested in Investment Securities (as defined in Appendix C) by the Trustee in accordance with instructions from the Authority. The instructions from the Authority currently restrict those investments to investments permitted by the investment policy adopted by the Board described above (except that the Trustee is permitted to invest a greater percentage of funds in mutual funds and a single mutual fund than the investment policy would otherwise permit).

The Authority's primary investment strategy is to purchase investments with the intent to hold them to maturity. However, the Authority may sell an investment prior to maturity to avoid losses to the Authority resulting from further erosion of the market value of such investment or to meet operation or project liquidity needs.

The value of the various investments in the portfolio will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Further, such values may vary based on credit quality, ratings, or other factors. Therefore, there can be no assurance that the values of the various investments in the portfolio will not vary significantly from the values described below. Further, the values specified in the following tables were based upon estimates of market values provided to the Authority by a third party as of September 30, 2025. Accordingly, there can be no assurance that if these securities had been sold on September 30, 2025, the portfolio would have received the values specified. In addition, under certain provisions of the Indenture, funds and accounts held under the Indenture must be invested in certain specified Investment Securities that include investment agreements and other investments not described above.

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As of September 30, 2025, the average maturity of the portfolio was 1.35 years, and the average yield was approximately 4.17%.

AUTHORITY INVESTMENT PORTFOLIO INFORMATION
AS OF SEPTEMBER 30, 2025 [1]

Investments	*Percent of Portfolio[2]*	*Market Value*
Money Market Funds	0.9%	$ 10,295,489
State of California Local Agency Investment Fund	0.7	8,381,013
California Asset Management Program	10.8	126,169,900
San Bernardino County Pool (inclusive of Transportation Development Act funds)	62.2	724,938,191
U.S. Treasuries	16.9	196,314,197
U.S. Agencies	0.4	4,999,040
Corporate Notes	3.6	41,925,637
Asset-Backed Securities	0.4	4,484,917
Collateralized Deposits	4.1	47,790,708
TOTAL INVESTMENTS[3]	100.0%	$ 1,165,299,092

(1) Unaudited.
(2) Based on market value, excluding accrued interest.
(3) May not total due to rounding.
Source: The Authority.

RISK FACTORS

Economy of the County and the State

The Series 2026 Bonds are secured by a pledge of Sales Tax Revenues, which consist of receipts from the levy of the Sales Tax less an administrative fee paid to the CDTFA. The amount of Sales Tax Revenues collected at any time is directly dependent upon the level of retail sales within the County, which, in turn, depends on the level of general economic activity in the County and in the State generally. As a result, any substantial deterioration in the level of economic activity within the County could have a material adverse impact upon the level of Sales Tax Revenues and therefor upon the ability of the Authority to pay principal of and interest on the Series 2026 Bonds.

As a result of the COVID-19 pandemic, economic activity and taxable sales within the County decreased, and correspondingly the Sales Tax Revenues in the Fiscal Year ended June 30, 2020, decreased compared to prior years. In Fiscal Year ended June 30, 2021, Sales Tax Revenues recovered, with an approximate 24.2% increase over the prior year. Again, in Fiscal Year Ended June 30, 2022, Sales Tax Revenues increased by 13.5% over the prior year. This growth was spurred by federal stimulus, pent-up consumer demand and a wider opening of the State economy, resulting in retailers across multiple sectors processing an increased number of transactions. In Fiscal Year 2023, the growth in Sales Tax Revenues slowed relative to the preceding Fiscal Years and beginning in Fiscal Year 2024, modest year-over-year declines in Sales Tax Revenues received by the Authority were experienced due, in part, to uncertainty with inflation and potential effects of tariffs. Fiscal Year ended June 30, 2024, saw a 2.2% decrease and Fiscal Year ended June 30, 2025 a small 0.3% decrease. See the caption "THE SALES TAX—Historical Sales Tax Revenues."

Beginning in 2021, the County, and the country as a whole, experienced significant increases in costs of food, energy and other products. While the rate of inflation has recently moderated, the inflation rate remains elevated relative to the inflation rates experienced in the period prior to the COVID-19 pandemic. Ongoing high inflation and unknown effects of tariffs may affect consumer spending decisions and as a result adversely impact

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sales transactions in the County and ultimately the amount of Sales Tax Revenues received by the Authority. The Authority cannot predict the extent of inflationary pressures on the Sales Tax Revenues or the County's economy more broadly.

For information relating to certain economic conditions within the County and the State, see APPENDIX B — "SAN BERNARDINO COUNTY, CALIFORNIA DEMOGRAPHIC AND ECONOMIC INFORMATION."

Investments

The Authority has significant holdings in a broad range of investments. Market fluctuations have affected and will continue to affect materially the value of those investments and those fluctuations may be and historically have been material. The market disruption has exacerbated the market fluctuations, but as a result of stable investments in government securities, the Authority's portfolio has not suffered any major losses with respect to the principal amount of funds invested. The Authority has experienced an increase in interest income on such investments as a result of increased interest rates. See "AUTHORITY INVESTMENT PORTFOLIO" herein.

Collection of the Sales Tax

With limited exceptions, the Sales Tax is imposed upon the same transactions and items subject to the sales tax levied statewide by the State. The State Legislature or the voters within the State, through the initiative process, could change or limit the transactions and items upon which the statewide sales tax and the Sales Tax are imposed. Any such change or limitation could have a material adverse impact on the Sales Tax Revenues collected. For a description of the Sales Tax, see "THE SALES TAX" herein.

Proposition 218

On November 5, 1996, voters in the State approved an initiative known as the Right to Vote on Taxes Act ("Proposition 218"). Proposition 218 added Articles XIIIC and XIIID to the California Constitution. Article XIIIC requires majority voter approval for the imposition, extension or increase of general taxes and two-thirds voter approval for the imposition, extension or increase of special taxes by a local government, which is defined to include local or regional governmental agencies such as the Authority. The Sales Tax was approved by more than two thirds of the voters in the County and is therefore in compliance with the requirements of Proposition 218. Article XIIIC also removes limitations that may have applied to the voter initiative power with regard to reducing or repealing previously authorized local taxes, even previously voter-approved taxes like the Sales Tax. In the view of the Authority, however, any attempt by the voters to use the initiative provisions of Proposition 218 to rescind or reduce the levy and collection of the Sales Tax in a manner which would prevent the payment of debt service on the Series 2026 Bond, would violate the Contracts Clause of the United States Constitution and, accordingly, would be precluded. The interpretation and application of Proposition 218 will ultimately be determined by the courts.

Further Initiatives

Proposition 218 was adopted as a measure that qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, which may affect the Authority's ability to levy and collect the Sales Tax.

No Acceleration or Increase in Interest Rate Upon Default

The Indenture does not contain a provision allowing for the acceleration of the Series 2026 Bonds or an increase in the interest rate on the Series 2026 Bonds, in the event of a default in the payment of principal and interest on the Series 2026 Bonds when due. In the event of a default by the Authority, the Holders of at least a

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majority of the aggregate amount of the Series 2026 Bonds will have the right to request the Trustee to exercise the remedies, subject to the limitations thereon, set forth in the Indenture. See APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

Loss of Tax Exemption

As discussed under "TAX MATTERS," interest on the Series 2026 Bonds could become includable in federal gross income, possibly from the date of issuance of the Series 2026 Bonds, as a result of acts or omissions of the Authority subsequent to the issuance of the Series 2026 Bonds. Should interest become includable in federal gross income, the Series 2026 Bonds are not subject to redemption by reason thereof and will remain outstanding until maturity.

Current and future legislative proposals, if enacted into law, clarifications of the Code or court decisions may cause interest on the Series 2026 Bonds, to be subject, directly or indirectly, in whole or in part, to federal income taxation, or cause the interest on the Series 2026 Bonds to be subject to state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. Legislative proposals arise from time to time which would limit the exclusion of gross income of interest on obligations like the Series 2026 Bonds to some extent for taxpayers who are individuals and whose income is subject to higher marginal income tax rates, or that could significantly reduce the benefit of, or otherwise affect, the exclusion of gross income from interest on obligations like the Series 2026 Bonds. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or the marketability of, the Series 2026 Bonds.

Prospective purchasers of the Series 2026 Bonds should consult their own tax advisers regarding any pending or proposed federal or state legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Bankruptcy Considerations

The Authority is permitted to file for Chapter 9 municipal bankruptcy under certain circumstances. Should the Authority file for bankruptcy, there could be adverse effects on the holders of the Series 2026 Bonds.

If the Sales Tax Revenues are "special revenues" under the Bankruptcy Code, then Sales Tax Revenues collected after the date of the bankruptcy filing should be subject to the lien of the Indenture. "Special revenues" are defined to include taxes specifically levied to finance one or more projects or systems, excluding receipts from general property, sales, or income taxes levied to finance the general purposes of the governmental entity. The Sales Tax was levied to finance the Expenditure Plan, which includes a number of projects (collectively referred to herein as the "Expenditure Plan Projects"), and some of these Expenditure Plan Projects are described in broad terms. No assurance can be given that a court would not hold that the Sales Tax Revenues are not special revenues. Were the Sales Tax Revenues determined not to be "special revenues," then Sales Tax Revenues collected after the commencement of a bankruptcy case would likely not be subject to the lien of the Indenture. The holders of the Series 2026 Bonds may not be able to assert a claim against any property of the Authority other than the Sales Tax Revenues, and were these amounts no longer subject to the lien of the Indenture following commencement of a bankruptcy case, then there could thereafter be no amounts from which the holders of the Series 2026 Bonds are entitled to be paid.

The Bankruptcy Code provides that special revenues can be applied to necessary operating expenses of the project or system from which the special revenues are derived, before they are applied to other obligations. This rule applies regardless of the provisions of the transaction documents. It is not clear as to whether, or to what extent, Sales Tax Revenues would be considered to be "derived" from the Expenditure Plan Projects. To the extent that Sales Tax Revenues are determined to be derived from the Expenditure Plan Projects, the Authority may be able to use Sales Tax Revenues to pay necessary operating expenses connected with the Expenditure Plan Projects, before the remaining Sales Tax Revenues are turned over to the Trustee to pay

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amounts owed to the holders of the Series 2026 Bonds. It is not clear precisely which expenses would constitute necessary operating expenses.

If the Authority is in bankruptcy, the parties (including the holders of the Series 2026 Bonds) may be prohibited from taking any action to collect any amount from the Authority or to enforce any obligation of the Authority, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the Series 2026 Bonds from funds in the Trustee's possession. The procedure pursuant to which Sales Tax Revenues are paid directly by the CDTFA to the Trustee may no longer be enforceable, and the Authority may be able to require the CDTFA to pay Sales Tax Revenues directly to the Authority.

The Authority as a debtor in bankruptcy may be able to borrow additional money that is secured by a lien on any of its property (including Sales Tax Revenues), which lien could have priority over the lien of the Indenture, or to cause some Sales Tax Revenues to be released to it, free and clear of lien of the Indenture, in each case provided that the bankruptcy court determines that the rights of the Trustee and the holders of the Series 2026 Bonds will be adequately protected. The Authority may also be able, without the consent and over the objection of the Trustee and the holders of the Series 2026 Bonds, to alter the priority, interest rate, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Indenture and the Series 2026 Bonds, provided that the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the Series 2026 Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the Authority that could result in delays or reductions in payments on the Series 2026 Bonds, or result in losses to the holders of the Series 2026 Bonds. Regardless of any specific adverse determinations in an Authority bankruptcy proceeding, the fact of such Authority bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2026 Bonds.

Cybersecurity

The Authority, like many other public and private entities, relies on computers, digital networks and other systems to conduct financial and operational activities. As the recipient and provider of personal, private, or other electronic sensitive information, the Authority is potentially subject to multiple cyber threats including, but not limited to, hacking, viruses, malware, ransomware and other attacks on computers and sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the Authority's systems for the purposes of misappropriating assets, or information, or causing operational disruption and damage.

To mitigate cybersecurity threats, the Authority has established internal Information Technology Security Policies and Procedures, which the Authority reviews annually, to ensure that such policies and procedures reflect the current state of technology. These policies and procedures include, among other measures, requirements for network passwords and automatic password expiration, two-factor authentication for network logins, security software requirements for computer equipment, disaster recovery procedures, cybersecurity training for all staff and consultants, limitations placed on users' accounts to provide minimum-necessary access to electronic data and instructions of how to leverage third-party email encryption software for personally identifiable information.

While the Authority has taken certain cybersecurity precautions, no assurances can be given that the security and operational control measures of the Authority will be successful in guarding against any and every cyber threat or breach. The cost of remedying damage or disruption caused by cyber-attacks could be substantial and may well be in excess of any applicable insurance coverages.

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Effect of Growth in Internet Commerce

It is possible that collections of the Sales Tax in the future could be adversely impacted due to the growth of commerce over the internet. Goods purchased from out-of-state retailers for delivery to a customer within the County could displace sales from retailers located within the County. Even though such purchases are subject to California use tax and sales Tax, such sales may go unreported.

In June 2018, the United States Supreme Court published its decision in *South Dakota v. Wayfair* (the "Wayfair Decision"), in which the Supreme Court held that sales to a customer in a particular state alone are sufficient to create a nexus for purposes of determining whether a seller is required to collect sales taxes of the applicable state. Prior to the Wayfair Decision, courts had interpreted the dormant Commerce Clause of the United States Constitution to require that a company have physical nexus in a state in order for the seller to be liable for the collection of that state's sales tax. Physical nexus is defined as having either property or payroll in the state, including a resident employee working from home or inventory stored in that state.

Since April 1, 2019, retailers located outside of California have been required to register with CDTFA, collect the California use tax, and pay the tax to CDTFA based on the amount of their sales into California, even if they do not have a physical presence in the State, with exceptions for retailers with California sales below certain volume and dollar amount thresholds. Effective October 1, 2019, marketplace facilitators (such as internet shopping websites) are treated as retailers for purposes of determining whether such thresholds are met, and marketplace facilitators are required to collect and remit sales and use tax on the sale of tangible personal property sold through their marketplace for delivery to California customers if they meet certain volume and dollar amount thresholds.

Risk of Earthquake

The County is located in a seismically active region. There are four major faults in Southern California in relation to the County: the Southern San Andreas, the San Jacinto, the Elsinore and Garlock faults. In addition, there are also many smaller faults within the County capable of producing significant earthquakes. Several of the major Southern California faults have a high probability of experiencing a magnitude 6.7 or greater earthquake within the next 30 years, as determined by U.S. Geological Survey and the California State Department of Conservation, California Geological Survey. Portions of the County lie within liquefication, earthquake and landslide zones identified by the California State Department of Conservation, California Geological Survey pursuant to the Seismic Hazards Mapping Act of 1990. Property within the County could sustain extensive damage in a major earthquake and a major earthquake could adversely affect the area's economic activity, in addition to adversely affecting the collection of Sales Tax revenues in the County.

Climate Change

Numerous scientific studies on global climate change show that, among other effects on the global ecosystem, sea levels will rise, extreme temperatures will become more common, wildfires will become more common and intense, and extreme weather events will become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. For example, the Fifth National Climate Assessment, published by the U.S. Global Change Research Program, in November 2023 (NCA5) finds that more frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems and social systems over the next 25 to 100 years. The Authority cannot predict what impact climate change will have on Sales Tax Revenues in the future.

In recent years, portions of the State have experienced wildfires that have burned millions of acres and destroyed thousands of homes and structures, and certain portions of the County are in areas designated as very high fire hazard severity zones by the California Department of Forestry and Fire Protection. Property damage due to wildfire could adversely affect the economy and reduce the amount of Sales Tax Revenues collected in

the County. It is not possible for the Authority to make any representation regarding the extent to which wildfires could cause reduced economic activity with the region.

Global Health Emergencies

A pandemic, epidemic or outbreak of an infectious disease can have significant adverse health and financial impacts on global and local economies. Future pandemics like COVID-19 and other widespread public health emergencies may arise from time to time and can impact broader economic conditions in the affected region. Reduced economic activity and its associated impacts, including as a result of the outbreak of infectious disease, such as job losses, income losses, business closures and housing foreclosures or vacancies, and any prolonged recession that may occur, could have a variety of adverse effects on Sales Tax Revenues. The Authority cannot predict whether another national or localized outbreak of highly contagious or epidemic disease in the future could negatively impact Sales Tax Revenues, reducing amounts available to pay the principal of and interest on the Series 2026 Bonds.

Risks Related to Federal Funding and Federal Policy

Federal policies involving taxation, appropriations, borrowing (including the debt ceiling), trade (including tariffs), immigration, climate change, clean energy and other topics can shift, sometimes dramatically, from one presidential administration or Congress to another. From time to time, such shifts can result in reductions to the level of federal funding for a variety of policy priorities, including transportation, housing, healthcare, social services and other federally funded programs. Recently, several such policy shifts, including proposed delays in grants and other appropriations, have been proposed or promulgated through presidential executive orders and other official and unofficial actions at the federal level. The Authority cannot predict the outcome of such proposals and other actions, nor the potential impacts of any future such changes in federal policy.

Federal Department of Transportation formula programs are a significant source of funding for the Authority. While these formula programs have not been affected by policies or actions at the Federal level to date, if there is a significant decrease in or delay of appropriations or authorizations, the Authority may need to delay or cancel projects or use alternate funding sources for projects, possibly including Additional Bonds or Parity Obligations. Additional Bonds and Parity Obligations may be issued only if the additional bonds tests described under "SECURITY AND SOURCES OF PAYMENT FOR THE 2026 BONDS-Additional Bonds and Parity Obligations" are satisfied.

The Trump Administration has recently implemented various export restrictions on various technology products to China and imposed tariffs on a range of imported goods from numerous countries, varying in both amount and targeted products. The Trump Administration has also paused or reduced many such tariffs recently. With tariffs acting as a de facto tax on imports, higher costs could lead to shifts in supply chains, adjustments in freight patterns and increased pricing pressure on import-dependent businesses. In response, several countries have imposed retaliatory tariffs on products from the United States, particularly agricultural products. As of the date of this Official Statement, the situation remains fluid, and tariffs may be added, removed, modified or paused on imports or exports by the United States. and other countries. The duration and extent of such export restrictions and tariffs is unknown at this time. The Authority cannot predict what additional actions may ultimately be taken by the United States and/or other governments with respect to tariffs or trade relations, what products may be subject to such actions or what actions may be taken by the other governments in retaliation. The imposition of additional tariffs or other trade barriers could impact the cost of construction materials and supplies for the Authority or have an impact on inflation and spending habits of the public. Additionally, it is possible that government policy changes and uncertainty about such changes could increase market volatility and currency exchange rate fluctuations. As a result of these dynamics, the Authority cannot predict the impact of any future changes to the trading relationships between the United States and other countries or the impact new laws, regulations or policies adopted by the United States or other countries may have on the Authority's receipt of the Sales Tax Revenues.

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FINANCIAL STATEMENTS

The financial statements of the Authority for the Fiscal Year ended June 30, 2025, included in APPENDIX A of this Official Statement, have been audited by Crowe LLP (the "Auditor"), independent auditors, as stated in their report therein. The Auditor was not requested to consent to the inclusion of its report in APPENDIX A, nor has it undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report. In addition, the Auditor has not been engaged to perform, and has not performed, since the date of its report, any procedures on the financial statements addressed in that report. The Auditor also has not performed any procedures relating to this Official Statement. **Crowe LLP undertakes no responsibility for the contents of this Official Statement.** For more recent financial information with respect to the collection of Sales Tax Revenues, see "THE SALES TAX — Historical Sales Tax Revenues" herein.

LITIGATION

Absence of Litigation Relating to the Series 2026 Bonds and the Sales Tax

There is not now pending nor, to the knowledge of the Authority, threatened, any litigation restraining or enjoining the issuance or delivery of the Series 2026 Bonds or questioning or affecting the validity of the Series 2026 Bonds or the proceedings and authority under which they are to be issued or the levy, collection and pledge of Sales Tax Revenues. Neither the creation, organization or existence of the Authority, nor the current title of the present members of the Authority to their respective offices, is being contested.

Construction Litigation Relating to the I-10 Corridor Contract 1 Project

In 2023, the Authority filed suit against The Lane-Security Paving Joint Venture ("LSPJV"), the contractor under a design-build contract (the "I-10 Design Build Contract") for the design and construction of two tolled express lanes in connection with the I-10 Corridor Contract 1 Project, seeking declaratory relief for claims made by LSPJV relating to the I-10 Design Build Contract. LSPJV filed a cross-complaint against the Authority alleging breach of contract, breach of implied covenant of good faith and fair dealing, declaratory relief and other claims arising from the I-10 Design Build Contract. The complaint filed by LSPJV did not specify an amount of damages; however, LSPJV has indicated to the Authority that the damages sought could be approximately $172.3 million or more. The Authority is currently evaluating whether to amend its complaint to include additional declaratory relief and causes of action. The matter will be heard and decided by a judicial referee. A date for the hearing has not yet been set. The Authority believes that it has meritorious defenses to the claims made in LSPJV's cross-complaint and intends to vigorously prosecute and defend the matter. The Authority does not believe that the outcome of the litigation will have a material adverse effect on its ability to pay debt service on the Series 2026 Bonds or any other Bonds payable from the Sales Tax Revenues.

Other Litigation

In the ordinary course of business, the Authority is exposed to claims, asserted or unasserted, that may arise from its performance under contractual agreements and other matters. In the opinion of management, settlement of such claims, if any, will not have a material adverse effect on the Authority's finances.

Certain claims involving disputed construction and right of way acquisitions costs have arisen in the ordinary course of business. Additionally, the Authority is a defendant in various lawsuits. Although the outcome of these matters is not presently determinable, management does not expect that the resolution of these matters will have a material adverse impact on the financial condition of the Authority.

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TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Series 2026 Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. However, it should be noted that for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), generally certain corporations with more than $1,000,000,000 of average annual adjusted financial statement income, interest on the Series 2026 Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Series 2026 Bonds is exempt from State of California personal income tax.

The difference between the issue price of a Series 2026 Bond (the first price at which a substantial amount of the Series 2026 Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to the Series 2026 Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to the Beneficial Owner of the Series 2026 Bond before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Beneficial Owner of a Series 2026 Bond will increase the Beneficial Owner's basis in the applicable Series 2026 Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the Beneficial Owner of a Series 2026 Bond is excluded from the gross income of such Beneficial Owner for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the Beneficial Owner of a Series 2026 Bond is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Series 2026 Bonds is based upon certain representations of fact and certifications made by the Authority and others and is subject to the condition that the Authority complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2026 Bonds to assure that interest (and original issue discount) on the Series 2026 Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds. The Authority will covenant to comply with all such requirements.

The amount by which a Beneficial Owner's original basis for determining loss on sale or exchange in the applicable Series 2025 Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Beneficial Owner's basis in the applicable Series 2026 Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Beneficial Owner realizing a taxable gain when a Series 2026 Bond is sold by the Beneficial Owner for an amount equal to or less (under certain circumstances) than the original cost of the Series 2026 Bond to the Beneficial Owner. Purchasers of the Series 2026 Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Indenture and the Tax Certificate relating to the Series 2026 Bonds permit certain actions to be taken or to be omitted if a favorable opinion of a bond counsel is

provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest (or original issue discount) on any Series 2026 Bond if any such action is taken or omitted based upon the advice of counsel other than Bond Counsel.

Although Bond Counsel will render an opinion that interest (and original issue discount) on the Series 2026 Bonds is excluded from gross income for federal income tax purposes provided that the Authority continues to comply with certain requirements of the Code, the ownership of the Series 2026 Bonds and the accrual or receipt of interest (and original issue discount) with respect to the Series 2026 Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Series 2026 Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Series 2026 Bonds.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series 2026 Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series 2026 Bonds might be affected as a result of such an audit of the Series 2026 Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Series 2026 Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the Series 2026 Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2026 BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE SERIES 2026 BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE SERIES 2026 BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE SERIES 2026 BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2026 BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE SERIES 2026 BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE SERIES 2026 BONDS.

The form of Bond Counsel's proposed opinion with respect to the Series 2026 Bonds is attached hereto in Appendix F.

LEGAL MATTERS

The validity of the Series 2026 Bonds and certain other legal matters are subject to the approving opinion of Stradling Yocca Carlson & Rauth, a Limited Liability Partnership, Newport Beach, California, Bond Counsel to the Authority. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix F hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Stradling Yocca Carlson & Rauth, a Limited Liability Partnership, Newport Beach, California, is also acting as Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Authority by General Counsel to the Authority, and for the Underwriters by Nixon Peabody LLP, as Underwriters' Counsel.

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RATINGS

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), has assigned a rating of "_____" to the Series 2026 Bonds and Fitch Ratings, Inc. ("Fitch") has assigned a rating of "_____" to the Series 2026 Bonds. These ratings reflect only the views of S&P and Fitch, respectively, and do not constitute a recommendation to buy, sell or hold the Series 2026 Bonds. An explanation of these ratings and any outlook associated with these ratings should be obtained from the respective rating agency.

The Authority has furnished to S&P and Fitch certain information respecting the Series 2026 Bonds and the Authority including information not included herein. Generally, rating agencies base their ratings on such information and materials and their own investigations, studies and assumptions. The ratings are subject to revision or withdrawal at any time by S&P and Fitch, and there is no assurance that the ratings will continue for any period of time or that it will not be lowered, suspended or withdrawn. The Authority undertakes no responsibility to oppose any such revision, suspension or withdrawal. Any reduction, suspension or withdrawal of the ratings, or other actions by a rating agency relating to its rating, may have an adverse effect on the market price for, or marketability of, the Series 2026 Bonds.

UNDERWRITING

Purchase of the Series 2026 Bonds

The Series 2026 Bonds are being purchased pursuant to a purchase contract, dated the date hereof (the "Purchase Contract"), by and between the Authority and BofA Securities, Inc., on behalf of itself as senior manager and as representative of the underwriters named therein and set forth on the cover page hereof (collectively, the "Underwriters"). The Series 2026 Bonds are being purchased at a purchase price of $_____ (representing the par amount of the Series 2026 Bonds, plus an original issue premium of _____ less an Underwriters' discount of $_____). The Purchase Contract provides that the Underwriters will purchase all of the Series 2026 Bonds if any are purchased.

The Underwriters may offer and sell the Series 2026 Bonds to certain dealers (including dealers depositing the Series 2026 Bonds into investment trusts) and others at prices lower than the public offering prices stated on the inside front cover page hereof. The initial public offering prices may be changed from time to time by the Underwriters.

The following paragraphs have been provided by and are being included in this Official Statement at the request of the Underwriters. The Authority does not assume any responsibility for the accuracy or completeness of such statements or information.

The Underwriters and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, advisory, investment management, principal investment, hedging, financing and brokerage services. The Underwriters and its affiliates have, from time to time, performed, and may in the future perform, various advisory and investment banking services for the Authority, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

The Underwriters and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets,

securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

BofA Securities, Inc. also serve as the commercial paper dealer for the Authority for the Commercial Paper Notes and receives separate compensation related to serving in such capacity.

Retail Brokerage Arrangements

The following paragraphs have been provided by and are being included in this Official Statement at the request of the respective Underwriters. The Authority does not assume any responsibility for the accuracy or completeness of such statements or information.

BofA Securities, Inc. has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Series 2026 Bonds.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association ("WFBNA"), which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

WFBNA, acting through its Municipal Finance Group, an underwriter of the Series 2026 Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2026 Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2026 Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2026 Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

CONTINUING DISCLOSURE

The Authority has covenanted for the benefit of the owners and beneficial owners of the Series 2026 Bonds to provide certain financial information and operating data relating to the Authority by not later than 270 days following the end of the Authority's Fiscal Year (presently June 30) (the "Annual Report"), commencing with the report for the Fiscal Year ended June 30, 2026, and to provide notices of the occurrence of certain enumerated events, in some cases if material. The Annual Report and notices of enumerated events will be filed by the Dissemination Agent on behalf of the Authority with the Municipal Securities Rulemaking Board. The filing of the Annual Report and notices of enumerated events shall be made in accordance with the Electronic Municipal Market Access ("EMMA") system of the Municipal Securities Rulemaking Board which is currently the only Repository or in another manner approved under the Rule. The specific nature of the information to be contained in the Annual Report and the notices of events is set forth in APPENDIX D — "PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriters in complying with the Rule. The Authority has not failed to comply in all material respects with its continuing disclosure undertakings made pursuant to the Rule during the past five years.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

MUNICIPAL ADVISOR

The Authority has retained PFM Financial Advisors, LLC, San Francisco, California, as municipal advisor (the "Municipal Advisor") in connection with the issuance of the Series 2026 Bonds. The Municipal Advisor has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. Compensation paid to the Municipal Advisor in connection with the Series 2026 Bonds is contingent upon the issuance and sale of the Series 2026 Bonds.

MISCELLANEOUS

The references herein to the Act, the Authority Act and the Indenture are brief summaries of certain provisions thereof. Such summaries do not purport to be complete or definitive. For full and complete statements of such provisions reference is made to the Act, the Authority Act or said documents, as the case may be. Copies of the Indenture are available for inspection at the Authority and following delivery of the Series 2026 Bonds will be on file at the offices of the Trustee in Los Angeles, California.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers or Holders of any of the Series 2026 Bonds.

The execution and delivery of this Official Statement has been duly authorized by the Authority.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Executive Director

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

APPENDIX A

AUTHORITY AUDITED FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

APPENDIX B

SAN BERNARDINO COUNTY, CALIFORNIA
DEMOGRAPHIC AND ECONOMIC INFORMATION

Set forth below is certain demographic and economic information with respect to San Bernardino County, California (the "County"). Such information is provided as general information and has been obtained from sources that the Authority believes to be reliable, but the Authority makes no representation as to the accuracy or completeness of the information included.

General Information

The County was established by an act of the State Legislature on April 23, 1853, which formed the County from the eastern part of Los Angeles County. The County includes twenty-four incorporated cities and encompasses an area of over 20,000 square miles making it the largest county in California in terms of geographical area.

The County is a charter county divided into five supervisory districts on the basis of registered voters and population. The County is governed by a five-member Board of Supervisors (the "Board") who serve staggered four-year terms. The Chairman is elected by and from the members of the Board. Luther Snoke serves as the Chief Executive Officer.

County administration includes a number of appointed officials, including ones appointed by or jointly appointed by a combination of the Board of Supervisors, the County's Chief Executive Officer and the. Other officials are appointed by various County administrators, including those appointed by Assistant County Executive Officers and the County's Chief Financial Officer. There are five officials elected by county-wide vote to four-year terms: the Assessor/Recorder/County Clerk, Auditor-Controller/Treasurer/Tax Collector, District Attorney, Superintendent of Schools, and Sheriff/Coroner/Public Administrator. In addition, many boards, commissions and committees assist the Board of Supervisors and County officials.

The County provides a wide range of services to its residents in the areas of police protection, medical and health care, senior citizen assistance, consumer affairs, public libraries, courts support programs, airports, parks, and public assistance programs. Other services such as fire protection, lighting, road maintenance, and flood control are provided by special districts that are governed by the Board of Supervisors. Some municipal services are provided by the County on a contractual basis to incorporated cities within their boundaries. This allows cities to contract for municipal services without incurring the cost of creating their own city departments and facilities.

The County is bordered on the west by Los Angeles County, on the east by the State of Arizona and the State of Nevada, on the north by Inyo County and Kern County, and on the south by Orange and Riverside Counties. Composed essentially of three geographic regions—valley, mountain and desert—elevation in the County ranges from a high of 11,502 feet above sea level to a low of 181 feet above sea level. Like all California regions, the County is subject to unpredictable seismic activity.

Population

The following table sets forth the population of the County and the State for the years 2021 through 2025, based on the most recently published data available. Based on 2020 Census data, the County is the fifth largest County by population in California.

TABLE 1
SAN BERNARDINO COUNTY AND STATE OF CALIFORNIA
ANNUAL POPULATION AND PERCENTAGE CHANGE
2021 THROUGH 2025

Year	*County*	*County Annual Percentage Change*	*State of California*	*State Annual Percentage Change*
2025	2,207,424	0.32%	39,529,101	0.27%
2024	2,200,351	0.82	39,420,663	0.48
2023	2,182,351	(0.03)	39,228,444	0.12
2022	2,183,077	0.14	39,179,680	(0.48)
2021	2,179,941	--	39,369,530	--

Source: State Department of Finance, Demographic Research Unit.

The following table lists the respective populations of the five largest cities and the unincorporated area in the County based on the most recently published data that have been made available.

TABLE 2
SAN BERNARDINO COUNTY
POPULATION OF FIVE LARGEST CITIES AND UNINCORPORATED AREA
AS OF JANUARY 1, 2025

City	*Population*
San Bernardino	222,727
Fontana	219,172
Ontario	184,404
Rancho Cucamonga	175,992
Victorville	141,013
Unincorporated Area	297,205

Source: State Department of Finance, Demographic Research Unit.

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Personal Income

The following table sets forth total personal income and per capita income figures for the years 2020 through 2024.

TABLE 3
SAN BERNARDINO COUNTY, STATE OF CALIFORNIA AND UNITED STATES
TOTAL PERSONAL INCOME AND PER CAPITA INCOME
2020 THROUGH 2024

Year	*Area*	*Total Personal Income (in Thousands)*	*Per Capita Personal Income*[2]
2024	County	$ --[1]	$ --[1]
	State	3,400,237,300	86,232
	United States	24,897,613,000	73,204
2023	County	$ 112,402,797	$51,194
	State	3,182,779,300	81,196
	United States	23,577,208,000	70,002
2022	County	$ 106,853,756	$48,683
	State	3,021,645,500	77,196
	United States	22,144,814,000	66,298
2021	County	$ 109,085,530	$49,741
	State	3,019,215,700	77,134
	United States	21,484,168,000	64,692
2020	County	$ 99,009,671	$45,347
	State	2,770,488,800	70,100
	United States	19,613,059,000	59,151

[1] County data for the year 2024 not yet available.
[2] Per capita personal income is total personal income divided by Census Bureau midyear population estimates, which differ from the population estimates shown above in the preceding table.
Source: U.S. Department of Commerce, Bureau of Economic Analysis.

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Employment

The following table sets forth a comparison of labor force, employment and unemployment for the County, the State of California and the United States for the years 2020 through 2024. As of May 2, 2025, the unemployment rate in the County, the State of California, and the United States were 5.1%, 5.3%, and 4.0%, respectively.

TABLE 4
SAN BERNARDINO COUNTY, STATE OF CALIFORNIA AND UNITED STATES
ANNUAL AVERAGE LABOR FORCE AND INDUSTRY EMPLOYMENT
2020 THROUGH 2024

Year	*Area*	*Civilian Labor Force*	*Employment*	*Unemployment*	*Unemployment Rate*
2024	County	1,027,800	975,200	52,600	5.1%
	California	19,644,100	18,600,900	1,043,100	5.3
	United States	168,106,000	161,346,000	6,761,000	4.0
2023	County	1,014,800	967,900	46,800	4.6%
	California	19,471,000	18,551,800	919,200	4.7
	United States	167,116,000	161,037,000	6,080,000	3.6
2022	County	1,000,100	958,100	42,000	4.2%
	California	19,218,300	18,393,900	824,400	4.3
	United States	164,287,000	158,291,000	5,996,000	3.6
2021	County	989,400	915,500	73,900	7.5%
	California	18,954,600	17,564,900	1,389,700	7.3
	United States	161,204,000	152,581,000	8,623,000	5.3
2020	County	972,900	879,600	91,200	9.6%
	California	18,956,600	17,039,800	1,916,800	10.1
	United States	160,742,000	147,795,000	12,947,000	8.1

Source: For State and County information, State of California Employment Development Department, California Labor Market Information Division, March 2024 Benchmark. For the U.S. information, U.S. Department of Labor, Bureau of Labor Statistics.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

The following table sets forth the employment statistics for the County for Fiscal Year 2024 by industry type.

TABLE 5

SAN BERNARDINO COUNTY
Employment Statistics by Industry – Fiscal Year 2024

Industry Type	*2024*
Total Farm	2,100
Mining and logging	1,100
Construction	41,400
Manufacturing	50,800
Transportation, warehousing and public utilities	127,600
Wholesale trade	41,600
Retail trade	88,600
Professional and business services	84,800
Education and health services	152,100
Leisure and hospitality	81,400
Information	7,300
Finance and insurance and real estate	23,100
Federal government-civilian	13,700
State government	12,800
Local government	112,800
Other services	24,300
Total	865,500

Source: California Employment Development Department.

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Major Employers

The table below sets forth the ten largest employers in the County in Fiscal Year 2024.

TABLE 6
SAN BERNARDINO COUNTY
Major Employers – Fiscal Year 2023-2024

Employer	*Number of Employees*	*% of Total*
Loma Linda University Medical Center	10,000+	1.05%
San Bernardino County	10,000+	1.05
Amazon	10,000+	1.05
Ontario International Airport	5,000-9,999	0.52-1.05
Dignity Health Community Hospital of San Bernardino	5,000-9,999	0.52-1.05
Burlington Distribution Corporation	1,000-4,999	0.10-0.52
California State University Research Institute	1,000-4,999	0.10-0.52
Environmental Systems Research	1,000-4,999	0.10-0.52
FedEx Ground	1,000-4,999	0.10-0.52
Inland Empire Health Plan	1,000-4,999	0.10-0.52

Source: San Bernardino County Annual Comprehensive Financial Report Fiscal Year Ended June 30, 2024.

Construction Activity

The following tables reflect building permit valuations for the County for the five most recent calendar years for which information is available.

TABLE 7
SAN BERNARDINO COUNTY
Building Permits and Valuation
(Dollars in Thousands)

	2020	*2021*	*2022*	*2023*	*2024*
Permit Valuation:					
New Single-family	$ 934,304	$ 1,086,398	$ 1,028,474	$ 889,526	$ 818,701
New Multi-family	143,366	310,255	345,434	312,853	335,459
Res. Alterations/Additions	61,789	88,244	89,903	94,574	94,283
Total Residential	1,139,459	1,484,898	1,463,811	1,296,953	1,248,442
Total Nonresidential	1,062,072	1,165,646	2,083,951	1,379,223	1,481,598
Total All Building	$ 2,201,531	$ 2,650,544	$ 3,547,762	$ 2,676,176	$ 2,730,040
New Dwelling Units:					
Single Family	3,631	4,376	3,701	3,197	2,537
Multiple Family	910	2,636	2,852	2,902	1,335
Total	4,541	7,012	6,283	6,099	3,872

Note: Columns may not sum to totals due to independent rounding.
Source: Construction Industry Research Board: "Building Permit Summary."

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Commercial Activity

The following table below sets forth the taxable sales in the County for calendar years 2020 through 2024.

TABLE 8
SAN BERNARDINO COUNTY
TAXABLE SALES TRANSACTIONS
2020 THROUGH 2024
(in thousands)

Type of Business	*2024*	*2023*	*2022*	*2021*	*2020*
Retail and Food Services					
Motor Vehicle and Parts Dealers	$ 5,977,505	$ 6,156,912	$ 6,753,609	$ 6,831,493	$ 5,443,824
Home Furnishings and Appliance Stores	1,506,157	1,455,602	1,584,670	1,600,838	1,377,292
Building Materials and Garden	2,610,026	2,646,408	2,742,222	2,765,799	2,572,112
Food and Beverage Stores	1,875,822	1,838,580	1,867,972	1,802,817	1,678,489
Gasoline Stations	4,507,393	4,861,694	5,477,070	4,344,230	2,803,748
Clothing and Clothing Accessories Stores	3,077,607	2,954,685	2,977,482	3,032,918	2,107,972
General Merchandise Stores	4,706,653	4,678,175	4,866,993	4,729,193	4,078,967
Food Services and Drinking Places	5,387,324	5,173,867	4,956,526	4,565,359	3,438,490
Other Retail Group	9,108,978	8,527,782	8,821,515	8,673,264	5,244,381
Total Retail and Food Services	38,757,465	38,293,705	40,048,059	38,345,912	28,745,277
All Other Outlets	20,062,332	19,640,149	19,944,787	17,032,185	14,520,235
Total All Outlets	$58,819,797	$57,933,855	$59,992,846	$55,378,097	$ 43,265,512

Totals may not add due to rounding.
Source: California State Board of Equalization, Taxable Sales in California.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt

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Industry

The County is home to manufacturing firms producing such items as steel, concrete, glass, foods, paper, plastic and scientific product lines. The County and the surrounding area have become home to certain large, mega-warehouses and logistics centers. Most of these companies utilize facilities in the County as a regional distribution center to serve the Southern California market and beyond. The County is also the location for several Southern California regional firms. With a regional market reach of over 23 million people, relatively low costs and available land, the County has attracted regional businesses such as State Farm, Shamrock Foods and Kaiser that have opened large offices within the County, as well as companies such as ESRl, BMW of North America, Dr. Pepper/Snapple, Sorenson Engineering and California Steel Industries that have expanded their existing facilities. In April 2021, Amazon also began operations at a new, nearly 660,000 square foot sorting facility at San Bernardino International Airport. The project is expected to generate over 1,000 new jobs and provide capacity for up to 14 daily flights flying to a range of more than 35 Amazon Air sites.

Transportation

The County has access to excellent roads, rail and air transportation. The County is serviced by four interstate freeways (I-10, I-15, I-210, I-215) and State Highway 60, all of which provide easy access to the rest of Southern California and a connection to the entire continental United States. The I-10 and I-15 are the major routes connecting Southern California to the entire continental United States.

Ontario International Airport is served by a varied mix of air carriers, including Alaska Airlines, American Airlines, China Airlines, Delta Airlines, Frontier Airlines, Jet Blue, Southwest Airlines, United Airlines and Volaris Airlines. They provide direct flights to destinations such as Atlanta, Chicago, Guadalajara (Mexico), Dallas, Denver, New York, San Francisco, Seattle, Orlando and Taipei (China). The UPS Western Regional Headquarters is in the Ontario International Airport area and FedEx is currently moving its operation to the airport facility. The County and the surrounding area are also served by the San Bernardino International Airport which hosts cargo flights for UPS and FedEx. Southern California Logistics Airport has a fully staffed customs and trade zone designation and is home to ComAv Technical Services, a large commercial aircraft refurbishing firm. Multiple regional airports like those in Upland, Chino, Redlands, Big Bear and Needles also serve the approximately 20,000 square-mile County.

BNSF Railroad Company, which currently operates a 500,000-annual lift intermodal facility in the City of San Bernardino, provides transcontinental intermodal rail freight service. These freight facilities connect the County's rail and freeway corridors. Within the County, merchandise can be imported or exported through the Port of Long Beach and the Port of Los Angeles and then transported, via truck and rail freight service, to inland distribution centers. Subsequently, products are shipped from these inland distribution centers by rail and truck to other markets in North America. Further, new intermodal facilities are also planned or proposed for the High Desert region of the County to serve future distribution needs. Many containerized truck cargo carriers have selected the County and the surrounding area as their base of operations. Additionally, there are as many as eighty individual and independent trucking carriers that call this area home. Internal and external access and centrally-located transportation corridors provide cargo and freight carriers with much needed infrastructure support for shipment and receipt of goods.

Additionally, Amtrak provides passenger train service in the County to, among other destinations, downtown Los Angeles, the cities of San Diego and San Francisco, the states of Arizona, Oregon and Washington and to other destinations throughout the continental United States. Metrolink also provides commuter train service to downtown Los Angeles and the counties of Orange, Riverside and San Diego.

Recreation and Tourism

The County includes many of Southern California's most popular recreation areas, including Joshua Tree National Park, the Colorado River, Arrowhead National Landmark, Lake Arrowhead Resort, and Big Bear Lake. The mountains, lakes, rivers and resorts in the County offer swimming, boating, fishing, hiking, rock climbing, skiing and other winter sports. The County has a geography that includes mountains, forests, deserts and valleys. It also has easy access to the coastal areas of Southern California. In addition, numerous visitors travel through the County via historic Route 66 with access to unique and historic sites.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

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APPENDIX C

DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a brief summary of certain provisions of the Indenture, dated as of March 1, 2012, between the San Bernardino County Transportation Authority (the "Authority") and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), as amended and supplemented, including as supplemented by the Seventh Supplemental Indenture, dated as of January 1, 2026 (hereinafter collectively referred to as the "Indenture"), each by and between the Authority and the Trustee. Such summary is not intended to be complete or definitive, is supplemental to the summary of other provisions of the Indenture contained elsewhere in this Official Statement, and is qualified in its entirety by reference to the full terms of the Indenture. All capitalized terms used and not otherwise defined in this Official Statement shall have the meanings assigned to such terms in the Indenture.

Definitions

Accreted Value means, with respect to any Capital Appreciation Bond, the principal amount thereof plus the interest accrued thereon, compounded at the approximate interest rate thereon on each date specified therein. The Accreted Value at any date shall be the amounts set forth in the Accreted Value Table as of such date, if such date is a compounding date, and if not, as of the immediately preceding compounding date.

Accreted Value Table means the table denominated as such which appears as an Exhibit to, and to which reference is made in, a Supplemental Indenture providing for a Series of Capital Appreciation Bonds issued pursuant to such Supplemental Indenture.

Act means the Local Transportation Authority and Improvement Act, Division 19 (Section 180000 et seq.) of the Public Utilities Code of the State of California, as now in effect and as it may from time to time be amended or supplemented.

Alternate Credit Enhancement means, with respect to a Series of Bonds, any Insurance, letter of credit, line of credit, surety bond or other instrument, if any, which secures or guarantees the payment of principal of and interest on a Series of Bonds, issued by an insurance company, commercial bank, pension fund or other financial institution, and delivered or made available to the Trustee, as a replacement or substitution for any Credit Enhancement then in effect.

Alternate Liquidity Facility means, with respect to a Series of Bonds, a line of credit, letter of credit, standby purchase agreement or similar liquidity facility, issued by a commercial bank, insurance company, pension fund or other financial institution, and delivered or made available to the Trustee, as a replacement or substitute for any Liquidity Facility then in effect.

Annual Debt Service means, for any Fiscal Year, the aggregate amount (without duplication) of principal and interest on all Bonds and Parity Obligations becoming due and payable during such Fiscal Year calculated using the principles and assumptions set forth under the definition of Debt Service.

Assumed Debt Service means for any Fiscal Year the aggregate amount of principal and interest which would be payable on all Bonds if each Excluded Principal Payment were amortized on a substantially level debt service basis or other amortization schedule provided by the Authority for a period commencing on the date of calculation of such Assumed Debt Service and ending on the earlier of (i) the date specified by the Authority not exceeding thirty (30) years from the date of calculation, or (ii) the Tax Expiration Date, such Assumed Debt Service to be calculated on a level debt service basis or other amortization schedule provided by the Authority based on a fixed interest rate equal to the rate at which the Authority could borrow for such period, as set forth in a certificate of a financial advisor or investment banker, delivered to the Trustee, who may rely conclusively on such certificate, such certificate to be delivered within thirty (30) days of the date of calculation.

Authority means the San Bernardino County Transportation Authority, a public instrumentality of the State, duly established and existing under the laws of the State of California, and any successor.

Authorized Representative means the Executive Director, the Deputy Executive Director, the Chief Financial Officer, the Accounting and Human Resources Manager, or such other person as may be designated to act on behalf of the Authority by a written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Authority by an Authorized Representative.

Backstop Transfer Amount means 1/6th of the Measure I Backstop budgeted to be on deposit in the Measure I Reserve Fund established under the Toll Indenture on the following June 30th or December 31st, whichever is nearer in time as of the applicable date, as determined by the Authority in consultation with the TIFIA Lender.

Beneficial Owner means any Person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bond, including, without limitation, any Person holding Bonds through nominees or depositories, including the Securities Depository.

Board means the Board of Directors of the Authority.

Bond Obligation means, as of any given date of calculation, (1) with respect to any Outstanding Current Interest Bond, the principal amount of such Bond, and (2) with respect to any Outstanding Capital Appreciation Bond, the Accreted Value thereof.

Bond Reserve Fund means any fund by that name established with respect to one or more Series of Bonds pursuant to one or more Supplemental Indentures establishing the terms and provisions of such Series of Bonds.

Bond Reserve Requirement with respect to one or more Series of Bonds for which the Authority shall have established a Bond Reserve Fund shall have the meaning specified in the Supplemental Indenture or Supplemental Indentures establishing the terms and provisions of such Series of Bonds.

Bondholder or **Holder**, whenever used in the Indenture or in this Official Statement with respect to a Bond, means the person in whose name such Bond is registered.

Bonds means the San Bernardino County Transportation Authority Sales Tax Revenue Bonds or Notes (Limited Tax Bonds) authorized by, and at any time Outstanding pursuant to, the Indenture.

Business Day means, except as is otherwise provided in the Supplemental Indenture pursuant to which a Series of Bonds are issued, any day other than (1) a Saturday, Sunday, or a day on which banking institutions in the State, the State of New York or the jurisdiction in which the Corporate Trust Office of the Trustee is located are authorized or obligated by law or executive order to be closed, (2) for purposes of payments and other actions relating to Bonds secured by a Credit Enhancement or supported by a Liquidity Facility, a day upon which commercial banks in the city in which is located the office of the issuing bank at which demands for payment under the Credit Enhancement or Liquidity Facility, as applicable, are to be presented are authorized or obligated by law or executive order to be closed, and (3) a day on which the New York Stock Exchange is closed.

Capital Appreciation Bonds means the Bonds of any Series designated as Capital Appreciation Bonds in the Supplemental Indenture providing for the issuance of such Series of Bonds and on which interest is compounded and paid at maturity or on prior redemption.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

Cash Supplement Transfer Amount means 1/6th of the Measure I Cash Supplement specified in the Third Supplemental Indenture for the following June 30th or December 31st, whichever is nearer in time as of the applicable date.

Certificate, Statement, Request, Requisition and **Order** of the Authority mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Authority by an Authorized Representative.

Code means the Internal Revenue Code of 1986, and the regulations applicable thereto or issued thereunder, or any successor to the Internal Revenue Code of 1986. Reference to any particular Code section shall, in the event of such a successor Code, be deemed to be reference to the successor to such Code section.

Continuing Disclosure Agreement means, with respect to each Series of Bonds requiring an undertaking regarding disclosure under Rule 15c2-12, the Continuing Disclosure Agreement, dated the date of issuance of such Series of Bonds, executed by the Authority and a Dissemination Agent, as the same may be supplemented, modified or amended in accordance with its terms.

Corporate Trust Office means the corporate trust office of the Trustee at 400 South Hope Street, Suite 400, Los Angeles, CA, 90071, Attention: Corporate Trust, except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted, or such other or additional offices as may be designated by the Trustee from time to time.

Costs of Issuance means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, execution, sale and delivery of a Series of Bonds, including but not limited to advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, travel expenses and costs relating to rating agency meetings and other meetings concerning such Series of Bonds, initial fees and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, financial advisor fees and expenses, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of Bonds, surety, insurance, credit enhancement and liquidity costs, termination fees payable in connection with the termination of an Interest Rate Swap Agreement in connection with the delivery of such Series of Bonds, and any other cost, charge or fee in connection with the initial delivery of a Series of Bonds or any Parity Obligations delivered in connection with a Series of Bonds.

Costs of Issuance Fund means a fund by that name established pursuant to the provisions of a Supplemental Indenture to pay Costs of Issuance with respect to a Series of Bonds being issued pursuant to such Supplemental Indenture. With respect to the 2026 Bonds, Costs of Issuance Fund means the 2026 Costs of Issuance Fund.

Costs of the Project means all items of expense related to the Project and directly or indirectly payable by or reimbursable to the Authority in accordance with the Act and the Ordinance.

Counterparty means an entity which has entered into an Interest Rate Swap Agreement with the Authority.

County means the San Bernardino County, California.

Credit Enhancement means, with respect to a Series of Bonds, any Insurance, letter of credit, line of credit, surety bond or other instrument, if any, which secures or guarantees the payment of principal of and interest on a Series of Bonds, issued by an insurance company, commercial bank or other financial institution, and delivered or made available to the Trustee, as from time to time supplemented or amended pursuant to its terms, or, in the event of the delivery or availability of an Alternate Credit Enhancement, such Alternate Credit Enhancement.

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Credit Provider means, with respect to a Series of Bonds, the Insurer, commercial bank or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Credit Enhancement then in effect with respect to such Series of Bonds.

Current Interest Bonds means the Bonds of any Series designated as Current Interest Bonds in the Supplemental Indenture providing for the issuance of such Series of Bonds and that pay interest to the Holders thereof on a periodic basis prior to maturity.

Debt Service, when used with respect to any Bonds or Parity Obligations (for purposes of this definition of "Debt Service," herein collectively referred to as "Obligations"), means, as of any date of calculation and with respect to any Fiscal Year, the sum of (1) the interest falling due on such Obligations during such Fiscal Year and (2) the principal or Mandatory Sinking Account Payments required with respect to such Obligations during such Fiscal Year; computed on the assumption that no portion of such Obligations shall cease to be Outstanding during such Fiscal Year except by reason of the application of such scheduled payments; provided, however, that for purposes of such computation:

(A) Excluded Principal Payments (and the interest related thereto provided such interest is being paid from the same source as the Excluded Principal Payments) shall be excluded from such calculation and Assumed Debt Service shall be included in such calculation;

(B) in determining the principal amount due in each Fiscal Year, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such Obligations, including any Mandatory Sinking Account Payments or any scheduled redemption or payment of Obligations on the basis of Accreted Value, and for such purpose, the redemption payment or payment of Accreted Value shall be deemed a principal payment and interest that is compounded and paid as Accreted Value shall be deemed due on the scheduled redemption or payment date of such Capital Appreciation Bond;

(C) if any Obligations bear, or if any Obligations proposed to be issued will bear, interest at a variable interest rate for which an Interest Rate Swap Agreement is not in place and the interest on which is excluded or expected to be excluded from gross income for federal income tax purposes, the interest rate on such Obligations for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to the average of the SIFMA Swap Index for the five (5) years preceding such date of calculation;

(D) if any Obligations bear, or if any Obligations proposed to be issued will bear, interest at a variable interest rate for which an Interest Rate Swap Agreement is not in place and the interest on which is included or expected to be included in gross income for federal income tax purposes, the interest rate on such Obligations shall be calculated at an interest rate equal to 100% of the average One Month USD LIBOR Rate during the five (5) years preceding such date of calculation or such higher rate as shall be specified in a Certificate of the Authority;

(E) with respect to any Obligations bearing interest, or expected to bear interest, at a variable interest rate for which an Interest Rate Swap Agreement is in place providing for a fixed rate of interest to maturity or for a specific term with respect to such Obligations, the interest rate on such Obligations shall be assumed to be the synthetic fixed interest rate specified in such Interest Rate Swap Agreement for such term; provided that if, pursuant to a Certificate of the Authority filed with the Trustee, the sum of (i) interest payable on such Obligations, plus (ii) amounts payable by the Authority under such Interest Rate Swap Agreement, less (iii) amounts receivable by the Authority under such Interest Rate Swap Agreement, is expected to be greater than the interest payable on the Obligations to which such Interest Rate Swap Agreement relates (i.e., if such Interest Rate Swap Agreement is an "off-market" Interest Rate Swap Agreement), then, in such instance, such excess amounts expected to be payable by the Authority under such Interest Rate Swap Agreement or in connection with such Obligations shall be included in the calculation of Debt Service;

(F) with respect to any Obligations bearing interest, or expected to bear interest, at a fixed interest rate for which an Interest Rate Swap Agreement is in place providing for a net variable interest rate with respect to such Obligations for a specific term, the interest rate on such Obligations shall be assumed to be equal for such term to the sum of (i) the fixed interest rate or rates to be paid on the Obligations, minus (ii) the fixed interest rate receivable by the Authority under such Interest Rate Swap Agreement, plus (iii) the average interest rate of the index on which the Interest Rate Swap Agreement is based, as identified in a Certificate of the Authority, or, if not based on an identifiable index, then the SIFMA Swap Index, in each case, over the five (5) years preceding the date of calculation or such higher rate as shall be specified in a Certificate of the Authority;

(G) if any Obligations feature an option, on the part of the owners or an obligation under the terms of such Obligations, to tender all or a portion of such Obligations to the Authority, the Trustee or other fiduciary or agent, and requires that such Obligations or portion thereof be purchased if properly presented, then for purposes of determining the amounts of principal and interest due in any Fiscal Year on such Obligations, the options or obligations of the owners of such Obligations to tender the same for purchase or payment prior to the stated maturity or maturities shall be ignored and not treated as a principal maturity; and

(H) principal and interest payments on Obligations shall be excluded to the extent such payments are to be paid from Revenues then held on deposit by the Trustee or from other amounts on deposit, including Investment Securities and interest to be payable thereon, with the Trustee or other fiduciary in escrow specifically therefor and interest payments shall be excluded to the extent that such interest payments are to be paid from the proceeds of Obligations, including Investment Securities and interest to be payable thereon, held by the Trustee or other fiduciary as capitalized interest specifically to pay such interest or from pledged Subsidy Payments the Authority expects to receive.

Defeasance Securities means: (i) direct, non-callable obligations of the United States Treasury; (ii) direct non-callable and non-prepayable obligations which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest; (iii) non-callable, non-prepayable coupons from the above securities which are stripped pursuant to United States Treasury programs; (iv) non-callable and non-prepayable refunded bonds that are obligations of the United States of America; (v) Resolution Funding Corporation (REFCORP) bonds and strips; (vi) non-callable, and non-prepayable fixed rate Israel Notes guaranteed as to principal and interest by the United States of America through the United Agency for International Development (provided that, such notes mature at least four business days before funds are needed for refunded bond debt service payments); (vii) United States State and Local Government Series securities (SLGS); (viii) the following non-callable, non-prepayable obligations of federal government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government: Federal Home Loan Bank, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Tennessee Valley Authority, Farm Credit System, Washington Metropolitan Area Transit Authority, United States Import-Export Bank, United States Department of Housing and Urban Development, Farmers Home Administration, General Services Administration and United States Maritime Administration; and (ix) any pre-refunded municipal security that is non-callable or has been irrevocably called for redemption carries a fixed interest rate and matures or is to be redeemed on a date certain and is secured by an escrow containing securities listed in (i) through (viii) above.

Dissemination Agent means, with respect to each Series of Bonds requiring an undertaking regarding disclosure under Rule 15c2-12(b)(5), the dissemination agent under the Continuing Disclosure Agreement delivered in connection with such Series of Bonds, or any successor dissemination agent designated in writing by the Authority and which has entered into a Continuing Disclosure Agreement with the Authority.

Event of Default means any of the events of default specified in the Indenture.

Excluded Principal Payment means each payment of principal of Bonds or Parity Obligations that the Authority determines (in the Certificate of the Authority) that the Authority intends to pay with moneys which are not Sales Tax Revenues (such as commercial paper, balloon indebtedness or bond anticipation notes) but from future debt obligations of the Authority, grants from the State or federal government, or any agency or

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instrumentality thereof, or any other source of funds of the Authority, upon which determination of the Authority the Trustee may conclusively rely. No such determination shall affect the security for such Bonds or the obligation of the Authority to pay such payments from Sales Tax Revenues or amounts on deposit in the Bond Reserve Fund, if any. No payment of principal of Bonds may be determined to be an Excluded Principal Payment unless it is due on or prior to the Tax Expiration Date.

Expenditure Plan means the San Bernardino County Transportation Expenditure Plan adopted as part of the Ordinance, including any future amendments thereto.

Fees and Expenses Fund means the fund by that name established pursuant to the Indenture.

Fifth Supplemental Indenture means that certain Fifth Supplemental Indenture, dated as of March 1, 2022, between the Authority and the Trustee.

Fiscal Year means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other 12-month period hereafter selected and designated as the official fiscal year period of the Authority, which designation shall be provided to the Trustee in a Certificate delivered by the Authority.

Fitch means Fitch Inc., and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

Fourth Supplemental Indenture means that certain Fourth Supplemental Indenture, dated as of June 1, 2021, between the Authority and the Trustee.

Holder or **Bondholder**, whenever used in the Indenture or in this Official Statement with respect to a Bond, means the person in whose name such Bond is registered.

Indenture means the Indenture, dated as of March 1, 2012, between the Trustee and the Authority, as originally executed or as it may be supplemented or amended by any Supplemental Indenture delivered pursuant to the provisions of the Indenture.

I-10 means Interstate 10.

I-10 Corridor Contract 1 Project means the development, design, construction, right-of-way acquisition, utilities adjustment, operation and maintenance, repair, rehabilitation, reconstruction, financing, administration, or any combination of these including the establishment of reserves for such purposes, with respect to the I-10 express lanes in the County, consisting of the construction of tolled express lanes extending approximately 10 miles from the border of the County of Los Angeles to the I-10/I-15 interchange and the installation of an electronic toll enforcement and collection system.

Insurance means any financial guaranty insurance policy or municipal bond insurance policy issued by an Insurer insuring the payment when due of principal of and interest on a Series of Bonds as provided in such financial guaranty insurance policy or municipal bond insurance policy.

Insurer means any provider of Insurance with respect to a Series of Bonds.

Interest Fund means the fund by that name established pursuant to the Indenture.

Interest Payment Date with respect to each Series of Bonds, shall have the meaning specified in the Supplemental Indenture establishing the terms and provisions of such Series of Bonds. Interest Payment Date means, with respect to the 2026 Bonds, March 1 and September 1 of each year until the redemption or maturity of such 2026 Bonds, commencing with September 1, 2026.

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Interest Rate Swap Agreement means an interest rate swap, cap, collar, option, floor, forward, derivative or other hedging agreement, arrangement or security, however denominated, entered into between the Authority and a Counterparty, in connection with, or incidental to, the issuance or carrying of Bonds including, without limitation, an interest rate swap, cap, collar, option, floor, forward, derivative or other hedging agreement, arrangement or security entered into in advance of the issuance of Bonds.

Investment Securities means the following:

(1) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies and federally sponsored entities set forth in clause (3) below to the extent unconditionally guaranteed by the United States of America;

(2) any certificates, receipts, securities or other obligations evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (1);

(3) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(4) housing authority bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(5) obligations of any state, territory or commonwealth of the United States of America or any political subdivision thereof or any agency or department of the foregoing; provided that, except with respect to direct obligations of the State, at the time of their purchase such obligations are rated in either of the two highest long-term or highest short-term Rating Categories by both Moody's and Standard & Poor's;

(6) any bonds or other obligations of any state of the United States of America or any political subdivision thereof (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described above in clause (1) or (2) which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the interest payment dates and the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, (c) as to which the principal of and interest on the bonds and obligations of the character described above in clause (1) or (2) which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay the principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (6) on the interest payment dates and the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (6), as appropriate, and (d) which have been rated in one of the two highest long-term Rating Categories by Moody's and Standard & Poor's;

(7) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation which are, at the time of purchase, rated by both Moody's and Standard & Poor's in their respective highest short-term Rating Categories, or, if the term of such indebtedness is longer than three (3) years, rated by both Moody's and Standard & Poor's in one of their respective two highest long-term Rating Categories, for comparable types of debt obligations;

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(8) demand or time deposits or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee and its affiliates), provided that such certificates of deposit shall be purchased directly from such a bank, trust company or national banking association and shall be either (a) continuously and fully insured by the Federal Deposit Insurance Corporation, (b) continuously and fully secured by such securities and obligations as are described above in clauses (1) through (5), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking, or (c) be issued by an institution the senior debt obligations of which are rated "AA" or higher by Standard & Poor's or "Aa" or higher by Moody's;

(9) taxable commercial paper, other than that issued by bank holding companies, or tax-exempt commercial paper rated in the highest Rating Category by both Moody's and Standard & Poor's;

(10) variable rate obligations required to be redeemed or purchased by the obligor or its agent or designee upon demand of the holder thereof secured as to such redemption or purchase requirement by a liquidity agreement with a corporation and as to the payment of interest and principal either upon maturity or redemption (other than upon demand by the holder thereof) thereof by an unconditional credit facility of a corporation, provided that the variable rate obligations themselves are rated in the highest Rating Category for its short-term rating, if any, and in either of the two highest Rating Categories for its long-term rating, if any, by both Moody's and Standard & Poor's, and that the corporations providing the liquidity agreement and credit facility have, at the date of acquisition of the variable rate obligation by the Trustee, an outstanding issue of unsecured, uninsured and unguaranteed debt obligations rated in either of the two highest long-term Rating Categories by both Moody's and Standard & Poor's;

(11) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States or any national banking association (including the Trustee) having a minimum permanent capital of one hundred million dollars ($100,000,000) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities and obligations described in clauses (1), (2), (3) or (4) above, which shall have a market value (exclusive of accrued interest and valued at least monthly) at least equal to 102% of the principal amount of such investment and shall be lodged with the Trustee or other fiduciary, as custodian for the Trustee, by the bank, trust company, national banking association or bond dealer executing such repurchase agreement, and the entity executing each such repurchase agreement required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least monthly) will be an amount equal to 102% of the principal amount of each such repurchase agreement and the Trustee shall be entitled to rely on each such undertaking;

(12) any cash sweep or similar account arrangement of or available to the Trustee , and which may include funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee provide investment advisory or other management services, the investments of which are limited to investments described in clauses (1), (2), (3), (4), (5) and (11) of this definition of Investment Securities and any money market fund, the entire investments of which are limited to investments described in clauses (1), (2), (3), (4), (5) and (11) of this definition of Investment Securities; provided that as used in this clause (12) and clause (13) investments will be deemed to satisfy the requirements of clause (11) if they meet the requirements set forth in clause (11) ending with the words "clauses (1), (2), (3) or (4) above" and without regard to the remainder of such clause (11);

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(13) any investment agreement with a financial institution or insurance company or whose obligations are guaranteed by a financial institution or insurance company which: (a) has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated in either of the two highest long-term Rating Categories by both Moody's and Standard & Poor's; or (b) is fully secured by obligations described in items (1), (2), (3) or (4) of the definition of Investment Securities which are (A) valued not less frequently than monthly and have a fair market value, exclusive of accrued interest, at all times at least equal to the principal amount of the investment, (B) held by the Trustee or other custodian acceptable to the Trustee, (C) subject to a perfected first lien in the Trustee, and (D) free and clear from all third party liens;

(14) shares of beneficial interest in diversified management companies investing exclusively in securities and obligations described in clauses (1) through (13) of this definition of Investment Securities and which companies have either the highest rating by both Moody's and Standard & Poor's or have an investment advisor registered with the Securities and Exchange Authority with not less than five (5) years experience investing in such securities and obligations and with assets under management in excess of $500,000,000;

(15) shares in a common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(16) bankers' acceptances issued by domestic or foreign banks, which may include the Trustee and its affiliates, that are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by both Moody's and Standard & Poor's, which purchases may not exceed two hundred seventy (270) days maturity;

(17) the pooled investment fund of the San Bernardino County, California, which is administered in accordance with the investment policy of said County as established by the Treasurer/Tax Collector thereof, as permitted by Section 53601 of the Government Code of the State, copies of which policy are available upon written request to said Treasurer/Tax Collector;

(18) the Local Agency Investment Fund or similar pooled fund operated by or on behalf of the State of California and which is authorized to accept investments of moneys held in any of the funds or accounts established pursuant to the Indenture;

(19) general obligation bonds of the State;

(20) financial futures or financial option contracts with an entity the debt securities of which are rated in the highest short-term or one of the two highest long-term rating categories by Fitch, Moody's and Standard & Poor's; and

(21) Defeasance Securities.

Letter of Credit Account means an account by that name established to hold funds that are drawn on Credit Enhancement provided in the form of a letter of credit and that are to be applied to pay the principal of or interest on a Series of Bonds, which account shall be established pursuant to the Supplemental Indenture establishing the terms and provisions of such Series of Bonds.

Liquidity Facility means, with respect to a Series of Bonds, a line of credit, letter of credit, standby purchase agreement or similar liquidity facility, securing or guaranteeing the payment of purchase price of such Series of Bonds and issued by a commercial bank, insurance company, pension fund or other financial institution, and delivered or made available to the Trustee, as from time to time supplemented or amended pursuant to its terms, or, in the event of the delivery or availability of an Alternate Liquidity Facility, such Alternate Liquidity Facility.

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Liquidity Facility Bonds means any Bonds purchased with moneys drawn under (or otherwise obtained pursuant to the terms of) a Liquidity Facility, but excluding any Bonds no longer considered to be Liquidity Facility Bonds in accordance with the terms of the applicable Liquidity Facility.

Liquidity Facility Rate means, with respect to a Series of Bonds, the interest rate per annum, if any, specified as applicable to Liquidity Facility Bonds in the Liquidity Facility delivered in connection with such Series of Bonds.

Liquidity Provider means, with respect to a Series of Bonds, the commercial bank, insurance company, pension fund or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Liquidity Facility then in effect with respect to such Series of Bonds.

Mandatory Sinking Account Payment means, with respect to Bonds of any Series and maturity, the amount required by the Supplemental Indenture establishing the terms and provisions of such Series of Bonds to be deposited by the Authority in a Sinking Account for the payment of Term Bonds of such Series and maturity.

Maturity Date means, with respect to a Series of Bonds, the date of maturity or maturities specified in the Supplemental Indenture establishing the terms and provisions of such Series of Bonds.

Maximum Annual Debt Service means the maximum amount of Annual Debt Service becoming due and payable on all Bonds Outstanding and all Parity Obligations outstanding during the period from the date of such calculation through the final maturity date of the Bonds and Parity Obligations, calculated utilizing the assumptions set forth under the definition of Debt Service.

Maximum Interest Rate means, with respect to all Bonds other than Liquidity Facility Bonds, the lesser of (i) twelve percent (12%) and (ii) the maximum rate of interest that may legally be paid on the Bonds from time to time, and means, with respect to Liquidity Facility Bonds, the lesser of (x) the Liquidity Facility Rate and (y) the maximum rate of interest that may legally be paid on the Liquidity Facility Bonds from time to time.

Measure I Backstop means the aggregate of the Backstop Transfer Amounts designated to be transferred to the Toll Trustee pursuant to the Indenture.

Measure I Cash Supplement means the aggregate of the Cash Supplement Transfer Amounts designated to be transferred to the Toll Trustee pursuant to the Indenture and the Schedule attached to the TIFIA Loan Agreement and attached to the Third Supplemental Indenture.

Moody's means Moody's Investors Service, a corporation duly organized and existing under the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

Notice Parties means as and to the extent applicable, the Authority, the Trustee, the Credit Provider, if any, for the Series of Bonds to which the notice being given relates, the auction agent, if any, for the Series of Bonds to which the notice being given relates, the broker-dealer, if any, for the Series of Bonds to which the notice being given relates, the Liquidity Provider, if any, for the Series of Bonds to which the notice being given relates, and the remarketing agent, if any, for the Series of Bonds to which the notice being given relates.

One Month USD LIBOR Rate means the rate for deposits in U.S. dollars for a one-month maturity that appears on Reuters Screen LIBOR01 Page (or such other page as may replace that page on that service, or such other service as may be nominated by the British Bankers Association, for the purpose of displaying London interbank offered rates for U.S. dollar deposits) as of 11:00 a.m., London time, on the date of determination of

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such rate, except that, if such rate does not appear on such page on such date, the One Month USD LIBOR Rate means a rate determined on the basis of the rates at which deposits in U.S. dollars for a one-month maturity and in a principal amount of at least U.S. $1,000,000 are offered at approximately 11:00 a.m., London time, on such date, to prime banks in the London interbank market by three major banks in the London interbank market (herein referred to as the "Reference Banks") selected by the Trustee (provided, however, that the Trustee may appoint an agent to identify such Reference Banks). The Trustee or its agent is to request the principal London office of each of such Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the One Month LIBOR Rate will be the arithmetic mean of such quotations. If fewer than two quotations are provided, the One Month LIBOR Rate will be the arithmetic mean of the rates quoted by three (if three quotations are not provided, two or one, as applicable) major banks in New York City, selected by the Trustee or its agent, at approximately 11:00 a.m., New York City time, on such date for loans in U.S. dollars to leading European banks in a principal amount of at least U.S. $1,000,000 having a one-month maturity. If none of the banks in New York City selected by the Trustee or its agent is then quoting rates for such loans, then the One Month LIBOR Rate for the ensuing interest period will mean the One Month LIBOR Rate most recently in effect.

Opinion of Bond Counsel means a written opinion of a law firm of national standing in the field of public finance selected by the Authority.

Ordinance means the Ordinance No. 04-01, adopted by the Authority on June 2, 2004, and any amendments or extensions thereto, together with any future ordinance that is adopted pursuant to the Act and that is designated as an "Ordinance" under the Indenture pursuant to a Supplemental Indenture, as such future ordinance may be amended or extended pursuant to the Act.

Ordinance No. 89-1 means the Ordinance No. 89-1, adopted by the Authority on August 2, 1989, as subsequently amended, supplemented and extended.

Outstanding, when used as of any particular time with reference to Bonds, means (subject to the provisions of the Indenture) all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under the Indenture except: (1) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (2) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with the provisions of the Indenture described below under the caption "Discharge of Liability on Bonds", and (3) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the Indenture; provided, however, that in the event the principal of or interest due on any Bonds shall be paid by the Credit Provider pursuant to the Credit Enhancement issued in connection with such Bonds, such Bonds shall remain Outstanding for all purposes and shall not be considered defeased or otherwise satisfied or paid by the Authority and the pledge of Revenues and all covenants, agreements and other obligations of the Authority to the Holders shall continue to exist and shall run to the benefit of such Credit Provider and such Credit Provider shall be subrogated to the rights of such Holders.

Parity Obligations means (i) any indebtedness, installment sale obligation, lease obligation or other obligation of the Authority for borrowed money, (ii) any obligation to pay the Rebate Requirement, or (iii) any Interest Rate Swap Agreement (excluding fees and expenses and termination payments on Interest Rate Swap Agreements, which fees and expenses and termination payments shall be secured by a lien and charge on the Sales Tax Revenues subordinate to the lien and charge upon Sales Tax Revenues that secures the Bonds, Parity Obligations and payment of principal of and interest on Subordinate Obligations) entered into in connection with a Series of Bonds, in each case incurred in accordance with the Indenture, and in each case having an equal lien and charge upon the Sales Tax Revenues and therefore being payable on a parity with the Bonds (whether or not any Bonds are Outstanding).

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Participating Underwriter means any of the original underwriters of a Series of Bonds required to comply with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission, under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Person means an association, corporation, firm, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

Principal Fund means the fund by that name established pursuant to the Indenture.

Principal Office means, with respect to the Trustee, the corporate trust office of the Trustee at 400 South Hope Street, Suite 400, Los Angeles, CA, 90071, Attention: Corporate Trust, except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted, or such other or additional offices as may be designated by the Trustee from time to time, and means, with respect to a Credit Provider or a Liquidity Provider, the office designated as such in writing by such party in a notice delivered to the Trustee and the Authority.

Project means capital outlay expenditures for transportation purposes, including, without limitation, the carrying out of transportation projects described in the Expenditure Plan, the construction, maintenance, improvement and operation of local streets, roads, and highways, state highways and freeways, and public transit systems including rail, and related purposes permitted by the Ordinance, including planning, environmental reviews, engineering and design costs and related right-of-way acquisition and also including, without limitation, administrative, engineering, inspection, legal, fiscal agent, financial consultant and other fees, bond and other reserve funds, working capital, bond or note interest estimated to accrue during the construction period and for a period of not to exceed three years thereafter, and expenses for all proceedings for the authorization, issuance and sale of Bonds.

Project Fund means, with respect to any Series of Bonds, a fund by that name established pursuant to the provisions of a Supplemental Indenture to hold the proceeds of a Series of Bonds or a portion thereof prior to expenditure on the portion of the Project being financed with the proceeds of such Series of Bonds.

Proportionate Basis, when used with respect to the redemption of Bonds, means that the amount of Bonds of each maturity to be redeemed shall be determined as nearly as practicable by multiplying the total amount of funds available for redemption by the ratio which the amount of Bond Obligation of Bonds of such maturity bears to the amount of all Bond Obligation of Bonds to be redeemed, provided, however that, any Bond may only be redeemed in an authorized denomination. For purposes of the foregoing, Term Bonds shall be deemed to mature in the years and in the amounts of the Mandatory Sinking Account Payments, and Capital Appreciation Bonds and Current Interest Bonds maturing or subject to Mandatory Sinking Account Payments in the same year shall be treated as separate maturities. When used with respect to the payment or purchase of a portion of Bonds, "Proportionate Basis" shall have the same meaning set forth above except that "pay" or "purchase" shall be substituted for "redeem" or "redemption" and "paid" or "purchased" shall be substituted for "redeemed."

Purchase Fund means a fund by that name established to hold funds to be applied to pay the purchase price of a Series of Bonds, which fund shall be established pursuant to the Supplemental Indenture establishing the terms and provisions of such Series of Bonds.

Rating Agency means, as and to the extent applicable to a Series of Bonds, each of Fitch, Moody's and Standard & Poor's then maintaining a rating on such Series of Bonds at the request of the Authority.

Rating Category means: (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier; and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by

a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

Rating Confirmation means written evidence from each rating agency then rating any Series of Bonds to the effect that, following the event which requires the Rating Confirmation, the then current rating for such Series of Bonds will not be lowered or withdrawn solely as a result of the occurrence of such event.

Rebate Fund means that fund by that name established pursuant to the Indenture.

Rebate Instructions means, with respect to any Series of Bonds, those calculations and directions required to be delivered to the Trustee by the Authority pursuant to the Tax Certificate delivered in connection with such Series of Bonds.

Rebate Requirement means, with respect to any Series of Bonds, the Rebate Requirement determined in accordance with the Tax Certificate delivered in connection with such Series of Bonds.

Record Date, with respect to each Series of Bonds, shall have the meaning specified in the Supplemental Indenture establishing the terms and provisions of such Series of Bonds. Record Date, with respect to the 2026 Bonds, means for any Interest Payment Date the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which an Interest Payment Date occurs.

Redemption Fund means the fund by that name established pursuant to the Indenture.

Redemption Price means, with respect to any Bond (or portion thereof) the Bond Obligation of such Bond (or portion thereof) plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and the Indenture.

Refunding Bonds means a Series of Bonds or a portion of a Series of Bonds issued pursuant to the provisions of the Indenture described below under the caption "Issuance of Refunding Bonds."

Repositories means the public or private entities designated as Repositories in a Continuing Disclosure Agreement entered into in connection with a Series of Bonds.

Reserve Facility means any insurance policy, letter of credit or surety bond issued by a Reserve Facility Provider, meeting the requirements set forth in the Indenture described below under the caption "Funding and Application of Bond Reserve Funds," and delivered to the Trustee in satisfaction of all or a portion of the Bond Reserve Requirement applicable to one or more Series of Bonds.

Reserve Facility Provider means any issuer of a Reserve Facility.

Revenue Fund means the fund by that name established pursuant to the Indenture.

Revenues means: (i) all Sales Tax Revenues; and (ii) all Swap Revenues. In accordance with the provisions of the Indenture described below under the caption "Issuance of Additional Bonds and Other Obligations," the Authority by Supplemental Indenture may provide for additional revenues or assets of the Authority to be included in the definition of Revenues.

Rule 15c2-12 means Securities and Exchange Commission Rule 15c2-12, as supplemented and amended from time to time.

Sales Tax means the retail transactions and use tax applicable in the incorporated and unincorporated territory of the County and imposed pursuant to the provisions of the Act, Ordinance No. 89-1, the Ordinance,

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and Chapter 5 of the Sales Tax Law, at the rate of one-half of one percent (1/2%) to and including a date not to exceed March 31, 2040.

Sales Tax Debt means all Series of Bonds and Parity Obligations and Subordinate Obligations then outstanding and payable from Revenue.

Sales Tax Revenues means the amounts collected on account of the retail transactions and use tax imposed in the County pursuant to the Act and the Ordinance on and after April 1, 2010, after deducting amounts payable by the Authority to the State Board of Equalization for costs and expenses for its services in connection with the retail transactions and use taxes collected pursuant to the Act.

Securities Depository means The Depository Trust Company, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depository, or no such depositories, as the Authority may designate in a Request of the Authority delivered to the Trustee.

Serial Bonds means Bonds, maturing in specified years, for which no Mandatory Sinking Account Payments are provided.

Series, whenever used in the Indenture with respect to Bonds, means all of the Bonds designated as being of the same series, authenticated and delivered in a simultaneous transaction regardless of variations in maturity, interest rate, redemption and other provisions, and any Bonds thereafter authenticated and delivered upon transfer or exchange or in lieu of or in substitution for (but not to refund) such Bonds as in the Indenture provided.

Seventh Supplemental Indenture means that certain Seventh Supplemental Indenture, dated as of January 1, 2026, between the Authority and the Trustee.

SIFMA Swap Index means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by the Securities Industry & Financial Markets Association (formerly the Bond Market Association) ("SIFMA") or by any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Trustee and effective from such date.

Sinking Account means an account by that name established in the Principal Fund for the payment of Term Bonds.

Sixth Supplemental Indenture means that certain Sixth Supplemental Indenture, dated as of December 1, 2023, between the Authority and the Trustee.

Standard & Poor's or **S&P** means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

State means the State of California.

State Board of Equalization means the California State Board of Equalization.

Subarea means those subareas identified and defined in the Expenditure Plan, including (i) the North Desert Subarea, (ii) the Colorado River Subarea, (iii) the Morongo Basin Subarea, (iv) the Mountain Subarea, and (v) the Victor Valley Subarea.

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Subordinate Obligations means any obligations of the Authority issued or incurred in accordance with the provisions of the Indenture described in paragraph (D) under the caption "Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations; Fee and Expense Obligations" set forth below.

Subordinate Obligations Fund means the fund by that name established pursuant to the Indenture.

Subsidy Payments means payments to be made by the United States Treasury to the Trustee, for credit to the accounts held by the Trustee on behalf of the Authority, with respect to the interest due on a Series of Bonds that qualify for one or more direct subsidy payments or other form of credits or payments pursuant to the Code, including, without limitation, pursuant to Section 54AA or Section 6431 of the Code or any successor to either such provision.

Supplemental Indenture means any indenture hereafter duly executed and delivered, supplementing, modifying or amending the Indenture, but only if and to the extent that such supplemental indenture is authorized specifically under the Indenture.

Swap Revenues means all regularly-scheduled amounts (but not termination payments) owed or paid to the Authority by any Counterparty under any Interest Rate Swap Agreement after offset for the regularly-scheduled amounts (but not termination payments) owed or paid by the Authority to such Counterparty under such Interest Rate Swap Agreement.

Tax Certificate means each Tax Certificate delivered by the Authority at the time of issuance and delivery of a Series of Bonds, as the same may be amended or supplemented in accordance with its terms.

Tax Expiration Date means March 31, 2040 or such later date to which the levy of the retail transactions and use tax is extended in accordance with the Act.

Term Bonds means Bonds payable at or before their specified maturity date or dates from Mandatory Sinking Account Payments established for that purpose and calculated to retire such Bonds on or before their specified maturity date or dates.

Third Supplemental Indenture means that certain Third Supplemental Indenture, dated as of April 1, 2019, between the Authority and the Trustee.

TIFIA Lender means the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau, or any successor thereto or assignee thereof.

TIFIA Loan means the loan made to the Authority by the TIFIA Lender to finance certain costs of the I-10 Corridor Contract 1 Project pursuant to the TIFIA Loan Agreement.

TIFIA Loan Agreement means that certain TIFIA Loan Agreement, dated as of June 17, 2021, between the Authority and the TIFIA Lender, as supplemented and amended pursuant to the terms thereof.

Toll Indenture means that certain Master Indenture, dated as of April 1, 2019, as amended and supplemented, by and between the Authority and U.S. Bank National Association, as trustee.

Toll Trustee means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, or any successor trustee thereto under the Toll Indenture.

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Trustee means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, or its successor, as Trustee as provided in the Indenture.

Variable Rate Indebtedness means any indebtedness, including Bonds, Parity Obligations, and Subordinate Obligations, the interest rate on which is not fixed at the time of incurrence of such indebtedness, and has not at some subsequent date been fixed, at a numerical rate or rates for the entire term of such indebtedness.

2026 Bonds means the San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A, authorized by, and at any time Outstanding pursuant to, the Indenture.

2026 Bonds Project Fund means the fund by that name established pursuant to the Indenture.

2026 Costs of Issuance Fund means the fund by that name established pursuant to the Indenture.

Pledge of Revenues; Revenue Fund

(A) As security for the payment of all amounts owing on the Bonds and Parity Obligations, there are irrevocably pledged to the Trustee: (i) all Revenues; and (ii) all amounts, including proceeds of the Bonds, held on deposit in the funds and accounts established under the Indenture (except for amounts held in the Rebate Fund, any Letter of Credit Account and any Purchase Fund), subject to the provision of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture. The collateral identified above shall immediately be subject to this pledge, and this pledge shall constitute a first lien on and security interest in such collateral which shall immediately attach to the collateral and be effective, binding and enforceable against the Authority and all others asserting the rights therein, to the extent set forth, and in accordance with, the Indenture irrespective of whether those parties have notice of such pledge and without the need for any physical delivery, recordation, filing or further act. The pledge of Revenues and all amounts held on deposit in the funds and accounts established under the Indenture (except for amounts held in the Rebate Fund, any Letter of Credit Account and any Purchase Fund) is irrevocable until all of the Bonds, all Parity Obligations and amounts owed in connection with the Bonds and Parity Obligations are no longer Outstanding.

All Bonds and Parity Obligations shall be of equal rank without preference, priority or distinction of any Bonds and Parity Obligations over any other Bonds and Parity Obligations.

(B) As long as any Bonds are Outstanding or any Parity Obligations remain unpaid, the Authority assigns and shall cause Sales Tax Revenues to be transmitted by the State Board of Equalization directly to the Trustee. The Trustee shall forthwith deposit in a trust fund, designated as the "Revenue Fund," which fund the Trustee shall establish and maintain, all Sales Tax Revenues, when and as received by the Trustee. The Sales Tax Revenues and all other amounts deposited into the Revenue Fund as described in this section (B), shall be received and held in trust by the Trustee for the benefit of the Holders of the Bonds and the Parity Obligations and shall be disbursed, allocated and applied solely for the uses and purposes set forth in the Indenture. Investment income on amounts held by the Trustee under the Indenture (other than amounts held in the Rebate Fund or for which particular instructions, such as with respect to a Project Fund, a Letter of Credit Account or a Purchase Fund, are provided in a Supplemental Indenture), shall also be deposited in the Revenue Fund. All moneys at any time held in the Revenue Fund shall be held in trust for the benefit of the Holders of the Bonds and the holders of Parity Obligations and shall be disbursed, allocated and applied solely for the uses and purposes set forth in the Indenture.

(C) The Bonds are limited obligations of the Authority and are payable as to both principal and interest, and any premium upon redemption thereof, exclusively from the Revenues and other funds pledged under the Indenture.

Allocation of Sales Tax Revenues

So long as any Bonds are Outstanding and Parity Obligations, Subordinate Obligations and all other amounts payable under the Indenture remain unpaid, the Trustee will set aside in each month following receipt of the Sales Tax Revenues the moneys in the Revenue Fund in the following respective funds (each of which the Trustee will establish, maintain and hold in trust for the benefit of the Holders of the Bonds and, as and to the extent applicable, the holders of Parity Obligations) in the following amounts, in the following order of priority, the requirements of each such fund (including the making up of any deficiencies in any such fund resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any fund subsequent in priority; provided that on a parity with such deposits the Trustee may set aside or transfer amounts with respect to any outstanding Parity Obligations as provided in the proceedings for such Parity Obligations delivered to the Trustee (which will be proportionate in the event such amounts are insufficient to provide for all deposits required as of any date to be made with respect to the Bonds and such Parity Obligations); provided further that payments on Interest Rate Swap Agreements that are payable on a parity with the Bonds shall be payable from the Interest Fund and the required deposits below shall be adjusted to include payments on such Interest Rate Swap Agreements in accordance with the Indenture:

Interest Fund. Following receipt of the Sales Tax Revenues in each month, the Trustee will set aside in the Interest Fund as soon as practicable in such month an amount equal to (a) one-sixth of the aggregate half-yearly amount of interest becoming due and payable on the Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness which will be governed by (b) of this paragraph) during the next ensuing six (6) months (excluding any interest for which there are moneys deposited in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay such interest during said next ensuing six (6) months), until the requisite half-yearly amount of interest on all such Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness which will be governed by (b) of this paragraph) is on deposit in such fund; provided that from the date of delivery of a Series of Current Interest Bonds until the first Interest Payment Date with respect to such Series of Bonds the amounts set aside in such fund with respect to such Series of Bonds will be sufficient on a monthly pro rata basis to pay the aggregate amount of interest becoming due and payable on said Interest Payment Date with respect to such Series of Bonds, plus (b) the aggregate amount of interest to accrue during that month on Outstanding Variable Rate Indebtedness, calculated, if the actual rate of interest is not known, at the interest rate specified in writing by the Authority, or if the Authority will not have specified an interest rate in writing, calculated at the maximum interest rate borne by such Variable Rate Indebtedness during the month prior to the month of deposit plus one hundred (100) basis points (provided, however, that the amount of such deposit into the Interest Fund for any month may be reduced by the amount by which the deposit in the prior month exceeded the actual amount of interest accrued and paid during that month on said Outstanding Variable Rate Indebtedness and provided further that the amount of such deposit into the Interest Fund for any month will be increased by the amount by which the deposit in the prior month was less than the actual amount of interest accruing during that month on said Outstanding Variable Rate Indebtedness). No deposit need be made into the Interest Fund if the amount contained therein is at least equal to the interest to become due and payable on the Interest Payment Dates falling within the next six (6) months upon all of the Bonds issued under the Indenture and then Outstanding and on March 1 and September 1 of each year any excess amounts in the Interest Fund not needed to pay interest on such date (and not held to pay interest on Bonds having Interest Payment Dates other than March 1 and September 1) will be transferred to the Authority (but excluding, in each case, any moneys on deposit in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay interest on any future Interest Payment Dates following such Interest Payment Dates). All Swap Revenues received with respect to Interest Rate Swap Agreements that are Parity Obligations will be deposited in the Interest Fund and credited to the above-required deposits.

Principal Fund; Sinking Accounts. Following receipt of the Sales Tax Revenues in each month, the Trustee will deposit in the Principal Fund as soon as practicable in such month an amount equal to at least (a) one-sixth of the aggregate semiannual amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having semiannual maturity dates within the next six (6) months, plus

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(b) one-twelfth of the aggregate yearly amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having annual maturity dates within the next twelve (12) months, plus (c) one-sixth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next six-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts have been created and for which semiannual mandatory redemption is required from said Sinking Accounts, plus (d) one-twelfth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next 12-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts will have been created and for which annual mandatory redemption is required from such Sinking Accounts; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be set aside towards such principal to be so refunded or paid. All of the aforesaid deposits made in connection with future Mandatory Sinking Account Payments will be made without priority of any payment into any one such Sinking Account over any other such payment.

In the event that the Sales Tax Revenues will not be sufficient to make the required deposits so that moneys in the Principal Fund on any principal or mandatory redemption date are equal to the amount of Bond Obligation to become due and payable on the Outstanding Serial Bonds of all Series plus the Bond Obligation amount of and redemption premium on the Outstanding Term Bonds required to be redeemed or paid at maturity on such date, then such moneys will be applied on a Proportionate Basis and in such proportion as said Serial Bonds and said Term Bonds will bear to each other, after first deducting for such purposes from said Term Bonds any of said Term Bonds required to be redeemed annually as will have been redeemed or purchased during the preceding 12-month period and any of said Term Bonds required to be redeemed semiannually as will have been redeemed or purchased during the six-month period ending on such date or the immediately preceding six month period. In the event that the Sales Tax Revenues will not be sufficient to pay in full all Mandatory Sinking Account Payments required to be paid at any one time into all such Sinking Accounts, then payments into all such Sinking Accounts will be made on a Proportionate Basis, in proportion that the respective Mandatory Sinking Account Payments required to be made into each Sinking Account during the then current 12-month period bear to the aggregate of all of the Mandatory Sinking Account Payments required to be made into all such Sinking Accounts during such 12-month period.

No deposit need be made into the Principal Fund so long as there will be in such fund (i) moneys sufficient to pay the Bond Obligations of all Serial Bonds issued under the Indenture and then Outstanding and maturing by their terms within the next twelve (12) months plus (ii) the aggregate of all Mandatory Sinking Account Payments required to be made in such 12-month period, but less any amounts deposited into the Principal Fund during such 12-month period and theretofore paid from the Principal Fund to redeem or purchase Term Bonds during such 12-month period; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be on deposit with respect to such principal payments. At the beginning of each Fiscal Year and in any event not later than March 1 of each year, the Trustee will request from the Authority a Certificate of the Authority setting forth the principal payments for which deposits will not be necessary pursuant to the preceding sentence and the reason therefor. On March 1 of each year any excess amounts in the Principal Fund not needed to pay principal on such date (and not held to pay principal on Bonds having principal payment dates other than March 1) will be transferred to the Authority.

Bond Reserve Fund. Upon the occurrence of any deficiency in any Bond Reserve Fund, the Trustee will make such deposit to such Bond Reserve Fund as is required pursuant to the provisions of the Indenture described in paragraph (D) under the caption "Funding and Application of Bond Reserve Funds," each such deposit to be made as soon as possible in each month, until the balance therein is at least equal to the applicable Bond Reserve Requirement. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS — No Bond Reserve Fund" in the main body of this Official Statement.

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Subordinate Obligations Fund. The Trustee will establish, maintain and hold in trust a separate fund designated as the "Subordinate Obligations Fund." As long as any Subordinate Obligations remain unpaid, any Revenues remaining in the Revenue Fund, after the transfers to the Interest Fund, the Principal Fund and the Bond Reserve Funds described above have been made, shall be transferred on the same Business Day to the Subordinate Obligations Fund. After the Trustee has made any deposit or payment of Revenues as in the current month required by the instrument or instruments creating the Subordinate Obligations, the Trustee shall transfer any remaining Revenues back to the Revenue Fund.

Fees and Expenses Fund. The Trustee will establish, maintain and hold in trust a separate fund designated as the "Fees and Expenses Fund." After the transfers to the Interest Fund, the Principal Fund, the Bond Reserve Funds and the Subordinate Obligations Fund described above have been made the Trustee will deposit as soon as practicable in each month in the Fees and Expenses Fund amounts necessary for payment of fees, expenses and other charges in connection with the Bonds, Parity Obligations or Subordinate Obligations (including fees, expenses and similar charges relating to any Liquidity Facility or Credit Enhancement for the Bonds or any Parity Obligations) owing in such month or the following month by the Authority. The Authority will inform the Trustee of such amounts, in writing, on or prior to the first Business Day of each month.

From any Revenues remaining in the Revenue Fund after the foregoing transfers described in the funds and accounts described above, the Trustee shall transfer on the same Business Day to the Toll Trustee the Cash Supplement Transfer Amount and the Backstop Transfer Amount scheduled for such month and any deficiencies in prior Cash Supplement Transfer Amounts and Backstop Transfer Amounts that have not been made or, in the case of Backstop Amounts, any true up amounts needed to cause the balance in the Measure I Reserve Fund under the Toll Indenture to meet the requirements of the TIFIA Loan Agreement. The Cash Supplement Transfer Amounts shall be made until all amounts required by the Indenture have been transferred to the Toll Trustee. In the event that there are insufficient Revenues in the Revenue Fund to satisfy the Cash Supplement Transfer Amount and/or the Backstop Transfer Amount for any given month, then the Trustee will transfer the Revenues that are available and notify the Authority of the amount of such shortfall on the date of such transfer.

After such transfer of the Cash Supplement Transfer Amount and the Backstop Transfer Amount for such month, except as the Authority shall otherwise direct in writing or as is otherwise provided in a Supplemental Indenture, any remaining Revenues shall be transferred to the Authority on the same Business Day or as soon as practicable thereafter. The Authority may use and apply the Revenues when received by it for any lawful purpose of the Authority, including the redemption of Bonds upon the terms and conditions set forth in the Supplemental Indenture relating to such Bonds and the purchase of Bonds as and when and at such prices as it may determine.

If five (5) days prior to any principal payment date, Interest Payment Date or mandatory redemption date the amounts on deposit in the Revenue Fund, Interest Fund, the Principal Fund, including the Sinking Accounts therein, and, as and to the extent applicable, any Bond Reserve Fund established in connection with a Series of Bonds with respect to the payments to be made on such upcoming date are insufficient to make such payments, the Trustee will immediately notify the Authority, in writing, of such deficiency and direct that the Authority transfer the amount of such deficiency to the Trustee on or prior to such payment date. The Authority covenants and agrees to transfer to the Trustee from any Revenues in its possession the amount of such deficiency on or prior to the principal, interest or mandatory redemption date referenced in such notice.

Establishment and Application of Funds and Accounts

Each of the funds and accounts described below is established pursuant to the Indenture.

Interest Fund. All amounts in the Interest Fund will be used and withdrawn by the Trustee solely for the purposes of (a) paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity pursuant to the Indenture), or for reimbursing the Credit Provider for a drawing for such purposes made on Credit Enhancement provided in the form of an irrevocable,

direct-pay letter of credit, and (b) making periodic payments on Interest Rate Swap Agreements, as provided in the Indenture.

Principal Fund. All amounts in the Principal Fund will be used and withdrawn by the Trustee solely for the purposes of paying the Bond Obligation of the Bonds when due and payable, except that all amounts in the Sinking Accounts will be used and withdrawn by the Trustee solely to purchase or redeem or pay at maturity Term Bonds, as provided in the Indenture, or for reimbursing the Credit Provider for a drawing for such purposes made on Credit Enhancement provided in the form of an irrevocable, direct-pay letter of credit.

The Trustee will establish and maintain within the Principal Fund a separate account for the Term Bonds of each Series and maturity, designated as the "_____ Sinking Account," inserting therein the Series and maturity designation of such Bonds. On or before the Business Day prior to any date upon which a Mandatory Sinking Account Payment is due, the Trustee will transfer the amount of such Mandatory Sinking Account Payment (being the principal thereof, in the case of Current Interest Bonds, and the Accreted Value, in the case of Capital Appreciation Bonds) from the Principal Fund to the applicable Sinking Account. With respect to each Sinking Account, on each Mandatory Sinking Account Payment date established for such Sinking Account, the Trustee will apply the Mandatory Sinking Account Payment required on that date to the redemption (or payment at maturity, as the case may be) of Term Bonds of such Series and maturity for which such Sinking Account was established, in the manner provided in the Indenture or the Supplemental Indenture pursuant to which such Series of Bonds was created; provided that, at any time prior to giving such notice of such redemption, the Trustee will, upon receipt of a Request of the Authority, apply moneys in such Sinking Account to the purchase of Term Bonds of such Series and maturity at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as is directed by the Authority, except that the purchase price (excluding accrued interest, in the case of Current Interest Bonds) will not exceed the principal amount or Accreted Value thereof. If, during the 12-month period (or six-month period with respect to Bonds having semi-annual Mandatory Sinking Account Payments) immediately preceding said Mandatory Sinking Account Payment date, the Trustee has purchased Term Bonds of such Series and maturity with moneys in such Sinking Account, or, during said period and prior to giving said notice of redemption, the Authority has deposited Term Bonds of such Series and maturity with the Trustee, or Term Bonds of such Series and maturity were at any time purchased or redeemed by the Trustee from the Redemption Fund and allocable to said Mandatory Sinking Account Payment, such Term Bonds so purchased or deposited or redeemed will be applied, to the extent of the full principal amount thereof, to reduce said Mandatory Sinking Account Payment. All Term Bonds purchased or deposited pursuant to the provisions of the Indenture described herein will be cancelled by the Trustee and destroyed by the Trustee and a certificate of destruction will be delivered to the Authority by the Trustee. Any amounts remaining in a Sinking Account on March 1 of each year following the redemption as of such date of the Term Bonds for which such account was established will be withdrawn by the Trustee and transferred as soon as is practicable to the Authority to be used for any lawful purpose. All Term Bonds purchased from a Sinking Account or deposited by the Authority with the Trustee in a twelve month period ending the last day in February (or in a six-month period ending the last day in February or August 31 with respect to Bonds having semi-annual Mandatory Sinking Account Payments) and prior to the giving of notice by the Trustee for redemption from Mandatory Sinking Account Payments for such period will be allocated first to the next succeeding Mandatory Sinking Account Payment for such Series and maturity of Term Bonds, if any, occurring on the next March 1 or September 1, then as a credit against such future Mandatory Sinking Account Payments for such Series and maturity of Term Bonds as may be specified in a Request of the Authority. All Term Bonds redeemed by the Trustee from the Redemption Fund will be credited to such future Mandatory Sinking Account Payments for such Series and maturity of Term Bonds as may be specified in a Request of the Authority.

Funding and Application of Bond Reserve Funds. The Authority may at its sole discretion at the time of issuance of any Series of Bonds or at any time thereafter by Supplemental Indenture provide for the establishment of a Bond Reserve Fund as additional security for a Series of Bonds. Any Bond Reserve Fund so established by the Authority will be available to secure one or more Series of Bonds as the Authority will determine and will specify in the Supplemental Indenture establishing such Bond Reserve Fund or, if the

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Supplemental Indenture establishing any Bond Reserve Fund also establishes a pooled Bond Reserve Requirement that is applicable to an initial Series of Bonds together with any one or more subsequently-issued eligible Series of Bonds with the same pooled Reserve Requirement, in subsequent Supplemental Indentures. Any Bond Reserve Fund established by the Authority will be held by the Trustee and will comply with the requirements of the Indenture described under this caption.

In lieu of making the Bond Reserve Requirement deposit applicable to one or more Series of Bonds in cash or in replacement of moneys then on deposit in any Bond Reserve Fund (which will be transferred by the Trustee to the Authority), or in substitution of any Reserve Facility comprising part of the Bond Reserve Requirement relating to one or more Series of Bonds, the Authority may, at any time and from time to time, deliver to the Trustee an irrevocable letter of credit issued by a financial institution having unsecured debt obligations rated at the time of delivery of such letter of credit in one of the two highest Rating Categories of Moody's and Standard & Poor's, in an amount, which, together with cash, Investment Securities or other Reserve Facilities, as described in the paragraph below, then on deposit in such Bond Reserve Fund, will equal the Bond Reserve Requirement relating to the Bonds to which such Bond Reserve Fund relates. Such letter of credit will have a term no less than three (3) years or, if less, the final maturity of the Bonds in connection with which such letter of credit was obtained and will provide by its terms that it may be drawn upon as provided in this caption. At least one (1) year prior to the stated expiration of such letter of credit, the Authority will either (i) deliver a replacement letter of credit, (ii) deliver an extension of the letter of credit for at least one (1) additional year or, if less, the final maturity of the Bonds in connection with which such letter of credit was obtained, or (iii) deliver to the Trustee a Reserve Facility satisfying the requirements of the Indenture described in the paragraph below. Upon delivery of such replacement Reserve Facility, the Trustee will deliver the then-effective letter of credit to or upon the order of the Authority. If the Authority will fail to deposit a replacement Reserve Facility with the Trustee, the Authority will immediately commence to make monthly deposits with the Trustee so that an amount equal to the Bond Reserve Requirement relating to the Bonds to which such Bond Reserve Fund relates will be on deposit in such Bond Reserve Fund no later than the stated expiration date of the letter of credit. If an amount equal to the Bond Reserve Requirement relating to the Bonds to which such Bond Reserve Fund relates as of the date following the expiration of the letter of credit is not on deposit in such Bond Reserve Fund one (1) week prior to the expiration date of the letter of credit (excluding from such determination the letter of credit), the Trustee will draw on the letter of credit to fund the deficiency resulting therefrom in such Bond Reserve Fund.

In lieu of making a Bond Reserve Requirement deposit in cash or in replacement of moneys then on deposit in a Bond Reserve Fund (which will be transferred by the Trustee to the Authority) or in substitution of any Reserve Facility comprising part of a Bond Reserve Requirement for any Bonds, the Authority may, at any time and from time to time, deliver to the Trustee a surety bond or an insurance policy in an amount which, together with moneys, Investment Securities, or other Reserve Facilities then on deposit in a Bond Reserve Fund, is no less than the Bond Reserve Requirement relating to the Bonds to which such Bond Reserve Fund relates. Such surety bond or insurance policy will be issued by an insurance company whose unsecured debt obligations (or for which obligations secured by such insurance company's insurance policies) are rated at the time of delivery in one of the two highest Rating Categories of both Moody's and Standard & Poor's. Such surety bond or insurance policy will have a term of no less than the final maturity of the Bonds in connection with which such surety bond or insurance policy is obtained. In the event that such surety bond or insurance policy for any reason lapses or expires, the Authority will immediately implement (i) or (iii) of the preceding paragraph or make twelve equal monthly deposits to such Bond Reserve Fund so that the Bond Reserve Fund is replenished to the required level after a year.

Subject to the provisions of the Indenture described in the final paragraph under this caption, all amounts in any Bond Reserve Fund (including all amounts which may be obtained from a Reserve Facility on deposit in such Bond Reserve Fund) will be used and withdrawn by the Trustee, as hereinafter described: (i) for the purpose of making up any deficiency in the Interest Fund or the Principal Fund relating to the Bonds of the Series to which such Bond Reserve Fund relates; or (ii) together with any other moneys available therefor, (x) for the payment or redemption of all Bonds then Outstanding of the Series to which such Bond Reserve Fund relates, (y) for the defeasance or redemption of all or a portion of the Bonds then Outstanding of the Series to which

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such Bond Reserve Fund relates, provided, however, that if funds on deposit in any Bond Reserve Fund are applied to the defeasance or redemption of a portion of the Series of Bonds to which such Bond Reserve Fund relates, the amount on deposit in the Bond Reserve Fund immediately subsequent to such partial defeasance or redemption shall equal the Bond Reserve Requirement applicable to all Bonds of such Series Outstanding immediately subsequent to such partial defeasance or redemption, or (z) for the payment of the final principal and interest payment of the Bonds of such Series. Unless otherwise directed in a Supplemental Indenture establishing the terms and provisions of a Series of Bonds, the Trustee will apply amounts held in cash or Investment Securities in any Bond Reserve Fund prior to applying amounts held in the form of Reserve Facilities in any Bond Reserve Fund, and if there is more than one Reserve Facility being held on deposit in any Bond Reserve Fund, will on a pro rata basis with respect to the portion of a Bond Reserve Fund held in the form of a Reserve Facility (calculated by reference to the maximum amount of such Reserve Facility), draw under each Reserve Facility issued with respect to such Bond Reserve Fund, in a timely manner and pursuant to the terms of such Reserve Facility to the extent necessary in order to obtain sufficient funds on or prior to the date such funds are needed to pay the Bond Obligation of, Mandatory Sinking Account Payments with respect to, and interest on the Bonds of the Series to which such Bond Reserve Fund relates when due. In the event that the Trustee has notice that any payment of principal of or interest on a Bond has been recovered from a Holder pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee, pursuant to the terms of, and if so, provided by, the terms of the Reserve Facility, if any, securing the Bonds of Such Series, will so notify the issuer thereof and draw on such Reserve Facility to the lesser of the extent required or the maximum amount of such Reserve Facility in order to pay to such Holders the principal and interest so recovered.

The Trustee will notify the Authority of any deficiency in any Bond Reserve Fund (i) due to a withdrawal from such Bond Reserve Fund for purposes of making up any deficiency in the Interest Fund or the Principal Fund relating to the Bonds of the Series to which such Bond Reserve Fund relates or (ii) resulting from a valuation of Investment Securities held on deposit in such Bond Reserve Fund pursuant to the provisions of the Indenture described below under the caption "Investment in Funds and Accounts" and will request that the Authority replenish such deficiency or repay any and all obligations due and payable under the terms of any Reserve Facility comprising part of any Bond Reserve Requirement. Upon receipt of such notification from the Trustee, the Authority will instruct the Trustee to commence setting aside in each month following receipt of Sales Tax Revenues for deposit in the applicable Bond Reserve Fund an amount equal to one-twelfth (1/12th) of the aggregate amount of each unreplenished prior withdrawal from such Bond Reserve Fund or decrease resulting from a valuation of Investment Securities and will further instruct the Trustee to transfer to each Reserve Facility Provider providing a Reserve Facility satisfying a portion of the Bond Reserve Requirement relating to the Bonds of the Series to which such Bond Reserve Fund relates, an amount equal to one-twelfth (1/12th) of the aggregate amount of any unreplenished prior withdrawal on such Reserve Facility, such amount to be transferred by the Trustee as promptly as possible after receipt of the Sales Tax Revenues each month, commencing with the month following the Authority's receipt of notification from the Trustee of withdrawal or decrease resulting from a valuation, as applicable, until the balance on deposit in such Bond Reserve Fund is at least equal to the Bond Reserve Requirement relating to the Bonds of the Series to which such Bond Reserve Fund relates.

Unless the Authority will otherwise direct in writing, amounts in any Bond Reserve Fund in excess of the Bond Reserve Requirement relating to the Bonds of the Series to which such Bond Reserve Fund relates will be transferred by the Trustee to the Authority on the Business Day following March 1 of each year; provided that such amounts will be transferred only from the portion of such Bond Reserve Fund held in the form of cash or Investment Securities. In addition, amounts on deposit in any Bond Reserve Fund will be transferred by the Trustee to the Authority upon the defeasance, retirement or refunding of Bonds of the Series to which such Bond Reserve Fund relates or upon the replacement of cash on deposit in such Bond Reserve Fund with one or more Reserve Facilities in accordance with the provisions of the Indenture described above. The Bond Reserve Requirement shall only be calculated upon the issuance or retirement of a Series of Bonds and upon the defeasance of all or a portion of a Series of Bonds.

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Subordinate Obligations Fund. All moneys in the Subordinate Obligations Fund will be applied to the payment of principal of and interest on Subordinate Obligations in accordance with the Indenture.

Fees and Expenses Fund. All amounts in the Fees and Expenses Fund will be used and withdrawn by the Trustee solely for the purpose of paying fees, expenses and similar charges owed by the Authority in connection with the Bonds or any Parity Obligations or Subordinate Obligations as such amounts will become due and payable.

Redemption Fund. The Trustee will establish, maintain and hold in trust a special fund designated as the "Redemption Fund." All moneys deposited by the Authority with the Trustee for the purpose of optionally redeeming Bonds of any Series will, unless otherwise directed by the Authority, be deposited in the Redemption Fund. All amounts deposited in the Redemption Fund will be used and withdrawn by the Trustee solely for the purpose of redeeming Bonds of such Series and maturity as will be specified by the Authority in a Request to the Trustee, in the manner, at the times and upon the terms and conditions specified in the Supplemental Indenture pursuant to which the Series of Bonds was created; provided that, at any time prior to giving such notice of redemption, the Trustee will, upon receipt of a Request of the Authority, apply such amounts to the purchase of Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding, in the case of Current Interest Bonds, accrued interest, which is payable from the Interest Fund) as is directed by the Authority, except that the purchase price (exclusive of any accrued interest) may not exceed the Redemption Price or Accreted Value then applicable to such Bonds. All Term Bonds purchased or redeemed from the Redemption Fund will be allocated to Mandatory Sinking Account Payments applicable to such Series and maturity of Term Bonds as may be specified in a Request of the Authority.

Rebate Fund. Upon receipt of funds to be applied to the Rebate Requirement, the Trustee will establish and maintain a fund separate from any other fund established and maintained under the Indenture designated as the Rebate Fund. Within the Rebate Fund, the Trustee will maintain such accounts as will be necessary in order to comply with the terms and requirements of each Tax Certificate as directed in writing by the Authority. Subject to the transfer provisions provided in the Indenture, all money at any time deposited in the Rebate Fund will be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement, for payment to the federal government of the United States of America, and neither the Trustee nor any Holder nor any other Person will have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund will be governed by the Indenture and by each of the Tax Certificates. The Authority covenants to comply with the directions contained in each Tax Certificate and the Trustee covenants to comply with all written instructions of the Authority delivered to the Trustee pursuant to each Tax Certificate (which instructions will state the actual amounts to be deposited in or withdrawn from the Rebate Fund and will not require the Trustee to make any calculations with respect thereto). The Trustee will be deemed conclusively to have complied with the provisions of the section of the Indenture described in this paragraph if it follows such instructions of the Authority, and the Trustee will have no liability or responsibility to enforce compliance by the Authority with the terms of any Tax Certificate nor to make computations in connection therewith.

Payment Provisions Applicable to Interest Rate Swap Agreements

In the event the Authority shall enter into an Interest Rate Swap Agreement in connection with a Series of Bonds, the amounts received by the Authority, if any, pursuant to such Interest Rate Swap Agreement shall also be applied to the deposits required under the Indenture. If the Authority so designates in a Supplemental Indenture establishing the terms and provisions of such Series of Bonds (or if such Interest Rate Swap Agreement is entered into subsequent to the issuance of such Series of Bonds, if the Authority so designates in a Certificate of the Authority delivered to the Trustee concurrently with the execution of such Interest Rate Swap Agreement), amounts payable under such Interest Rate Swap Agreement (excluding termination payments and payments of fees and expenses incurred in connection with Interest Rate Swap Agreements which shall in all cases be payable from, and secured by, Sales Tax Revenues on a subordinate basis to Bonds, Parity Obligations and payment of principal of and interest on Subordinate Obligations) shall constitute Parity Obligations under the Indenture, and, in such event, the Authority shall pay or cause to be paid to the Trustee for deposit in the Interest Fund, at the

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times and in the manner provided by the Indenture, the amounts to be paid pursuant to such Interest Rate Swap Agreement, as if such amounts were additional interest due on the Series of Bonds to which such Interest Rate Swap Agreement relates, and the Trustee shall pay to the Counterparty to such Interest Rate Swap Agreement, to the extent required thereunder, from amounts deposited in the Interest Fund for the payment of interest on the Series of Bonds with respect to which such Interest Rate Swap Agreement was entered into.

Investment in Funds and Accounts

All moneys in any of the funds and accounts held by the Trustee and established pursuant to the Indenture will be invested, as directed by the Authority, solely in Investment Securities, subject to the limitations set forth in the Indenture. If and to the extent the Trustee does not receive investment instructions from the Authority with respect to the moneys in the funds and accounts held by the Trustee pursuant to the Indenture, such moneys will be invested in Investment Securities described in clause (12) of the definition thereof, provided the Authority will identify in writing the specific fund or funds authorized for such investments, and provided further, following investment of moneys in overnight sweep accounts, the Trustee will promptly thereafter request investment instructions from the Authority for such moneys.

Moneys in any Bond Reserve Fund will be invested in Investment Securities maturing in not more than 5 years or having a put option or demand option providing funds upon request for the purpose of payment of the Bonds to which such Bond Reserve Fund relates as provided in the Indenture. Moneys in the remaining funds and accounts will be invested in Investment Securities maturing or available on demand not later than the date on which it is estimated that such moneys will be required by the Trustee.

Unless otherwise provided in a Supplemental Indenture establishing the terms and provisions of a Series of Bonds or a Request of the Authority: (i) all interest, profits and other income received from the investment of moneys in the Interest Fund representing accrued interest or capitalized interest will be retained in the Interest Fund; (ii) all interest, profits and other income received from the investment of moneys in a Bond Reserve Fund will be retained in such Bond Reserve Fund to the extent of any deficiency therein, and otherwise will be transferred to the Revenue Fund; (iii) all interest, profits and other income received from investment of moneys in a Costs of Issuance Fund shall be transferred to the Revenue Fund; (iv) all interest, profits and other income received from the investment of moneys in a Project Fund will be retained in such Project Fund, unless the Authority will direct that such earnings be transferred to the Rebate Fund; (v) all interest, profits and other income received from the investment of moneys in the Rebate Fund will be retained in the Rebate Fund, except as otherwise provided in the Indenture; (vi) all interest, profits and other income received from investment of moneys in any Purchase Fund shall be retained in such Purchase Fund; and (vii) all interest, profits and other income received from the investment of moneys in any other fund or account will be transferred to the Revenue Fund. Notwithstanding anything to the contrary contained in the Indenture, an amount of interest received with respect to any Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the fund or account from which such accrued interest was paid.

All Investment Securities credited to any Bond Reserve Fund will be valued (at market value) as of March 1 and September 1 of each year (or the next succeeding Business Day if such day is not a Business Day), such market value to be determined by the Trustee in the manner then currently employed by the Trustee or in any other manner consistent with corporate trust industry standards. Notwithstanding anything to the contrary in the Indenture, in making any valuations of investments under the Indenture, the Trustee may utilize and rely on computerized securities pricing services that may be available to it, including those available through its regular accounting system.

The Trustee may commingle any of the funds or accounts established pursuant to the Indenture (except the Rebate Fund and any Purchase Fund) into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee under the Indenture will be accounted for separately as required by the Indenture. The Trustee may act as principal or agent in the making or disposing of any investment and,

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with the prior written consent of the Authority, may impose its customary charge therefor. The Trustee may sell, or present for redemption, any Investment Securities so purchased whenever it will be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited. The Trustee will not be liable or responsible for any loss resulting from any investment made in accordance with the provisions of the Indenture.

Issuance of Additional Bonds and Other Obligations

Issuance of Additional Bonds. The Authority may by Supplemental Indenture establish one or more additional Series of Bonds, payable from Sales Tax Revenues and secured by the pledge made under the Indenture equally and ratably with the 2026 Bonds, and the Authority may issue, and the Trustee may authenticate and deliver to the purchasers thereof, Bonds of any Series so established, in such principal amount as will be determined by the Authority, but only, with respect to each additional Series of Bonds issued subsequent to the 2026 Bonds issued under the Indenture, upon compliance by the Authority with the provisions of the Indenture described below under the caption "Proceedings for Issuance of Additional Bonds" and any additional requirements set forth in said Supplemental Indenture and subject to the specific conditions set forth below, each of which is made a condition precedent to the issuance of any such additional Series of Bonds:

(A) No Event of Default will have occurred and then be continuing.

(B) Subject to the provisions of the Indenture described above under the caption "Funding and Application of Bond Reserve Funds," in the event a Supplemental Indenture providing for the issuance of such Series of Bonds will require either (i) the establishment of a Bond Reserve Fund to provide additional security for such Series of Bonds or (ii) that the balance on deposit in an existing Bond Reserve Fund be increased, forthwith upon the receipt of the proceeds of the sale of such Series, to an amount at least equal to the Bond Reserve Requirement with respect to such Series of Bonds and all other Bonds secured by such Bond Reserve Fund to be considered Outstanding upon the issuance of such additional Series of Bonds, the Supplemental Indenture providing for the issuance of such additional Series of Bonds will require deposit of the amount necessary. Said deposit will be made as provided in the Supplemental Indenture providing for the issuance of such additional Series of Bonds and may be made from the proceeds of the sale of such Series of Bonds or from other funds of the Authority or from both such sources or may be made in the form of a Reserve Facility.

(C) The aggregate principal amount of Bonds issued under the Indenture will not exceed any limitation imposed by the Act or any other law or by any Supplemental Indenture.

(D) The Authority shall place on file with the Trustee a Certificate of the Authority certifying that the amount of Sales Tax Revenues collected during any twelve (12) consecutive calendar months specified by the Authority within the most recent eighteen (18) calendar months immediately preceding the date on which such additional Series of Bonds will become Outstanding shall have been at least equal to 2.0 times Maximum Annual Debt Service on all Series of Bonds and Parity Obligations then Outstanding and the additional Series of Bonds then proposed to be issued, which Certificate shall also set forth the computations upon which such Certificate is based.

(E) Principal payments of each additional Series of Bonds will be due on March 1 or September 1 in each year in which principal is to be paid if and to the extent deemed practical in the reasonable judgment of the Authority with regard to the type of Bond to be issued, and, if the interest on such Series of Bonds is to be paid semiannually, such interest payments will be due on March 1 and September 1 in each year to the extent deemed practical in the reasonable judgment of the Authority with regard to the type of Bond to be issued.

Nothing in the Indenture will prevent or be construed to prevent the Supplemental Indenture providing for the issuance of an additional Series of Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by the Indenture, additional security for the benefit of such additional Series of Bonds or any portion thereof.

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In the event additional assets or revenues are included within the definition of "Revenues" by a Supplemental Indenture, such additional assets or revenues will be included in the calculations to be provided pursuant to the provisions of the Indenture described in paragraph (D) above as if such additional assets or revenues had always been included in "Revenues."

Proceedings for Issuance of Additional Bonds. Before any additional Series of Bonds will be issued and delivered, the Authority will file each of the documents identified below to the Trustee (upon which documents the Trustee may conclusively rely in determining whether the conditions precedent to the issuance of such Series of Bonds have been satisfied).

(A) A Supplemental Indenture authorizing such Series executed by the Authority.

(B) A Certificate of the Authority certifying: (i) that no Event of Default has occurred and is then continuing; and (ii) that the requirements of the Indenture described in paragraphs (B) and (C) under the caption "Issuance of Additional Bonds" have been satisfied by the Authority.

(C) A Certificate of the Authority certifying (on the basis of computations made no later than the date of sale of such Series of Bonds) that the requirement of the Indenture described in paragraph (D) under the caption "Issuance of Additional Bonds" is satisfied.

(D) An Opinion of Bond Counsel to the effect that the Supplemental Indenture is being entered into in accordance with the Indenture and that such Series of Bonds, when duly executed by the Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Authority.

Issuance of Refunding Bonds. Refunding Bonds may be authorized and issued by the Authority without compliance with the provisions of the Indenture described in paragraph (D) above under the caption "Issuance of Additional Bonds" and in paragraph (C) above under the caption "Proceedings for Issuance of Additional Bonds" in order to effect a favorable reorganization of its debt as determined by the Authority. Such Refunding Bonds may be issued in an aggregate principal amount sufficient (together with any additional funds available or to become available) to provide funds for the payment of all or a portion of the following:

(1) the principal or Redemption Price of the Outstanding Bonds or outstanding Parity Obligations to be refunded;

(2) all expenses incident to the calling, retiring or paying of such Outstanding Bonds or outstanding Parity Obligations and the Costs of Issuance of such Refunding Bonds;

(3) any termination payment owed by the Authority to a Counterparty after offset for any payments made to the Authority from such Counterparty under any Interest Rate Swap Agreement that was entered into in connection with the Bonds or Parity Obligations to be refunded;

(4) interest on all Outstanding Bonds or outstanding Parity Obligations to be refunded to the date such Bonds or Parity Obligations will be called for redemption or paid at maturity;

(5) interest on the Refunding Bonds from the date thereof to the date of payment or redemption of the Bonds or Parity Obligations to be refunded; and

(6) funding a Bond Reserve Fund for the Refunding Bonds, if required.

Before such Series of Refunding Bonds will be issued and delivered pursuant to the provisions of the Indenture described under this caption, the Authority will file each of the documents identified below to the Trustee (upon which documents the Trustee may conclusively rely in determining whether the conditions precedent to the issuance of such Series of Refunding Bonds have been satisfied).

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(1) A Supplemental Indenture authorizing such Series of Refunding Bonds executed by the Authority.

(2) A Certificate of the Authority certifying that the requirements of the Indenture described in paragraphs (A), (B), and (C) under the caption "Issuance of Additional Bonds" are satisfied.

(3) If any of the Bonds to be refunded are to be redeemed prior to their stated maturity dates, irrevocable instructions to the Trustee to give the applicable notice of redemption or a waiver of the notice of redemption signed by the Holders of all or the portion of the Bonds or Parity Obligations to be redeemed, or proof that such notice has been given by the Authority; provided, however, that in lieu of such instructions or waiver or proof of notice of redemption, the Authority may cause to be deposited with the Trustee all of the Bonds and Parity Obligations proposed to be redeemed (whether canceled or uncanceled) with irrevocable instructions to the Trustee to cancel said Bonds or Parity Obligations so to be redeemed upon the exchange and delivery of said Refunding Bonds; and provided further that no provision of the Indenture will be construed to require the redemption of Bonds prior to their respective maturity dates in connection with the refunding thereof.

(4) An Opinion of Bond Counsel to the effect that the Supplemental Indenture is being entered into in accordance with the Indenture and that such Series of Refunding Bonds, when duly executed by the Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Authority.

Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations. The Authority will not, so long as any of the Bonds are Outstanding, issue any obligations or securities, howsoever denominated, payable in whole or in part from Sales Tax Revenues except the following:

(A) Bonds authorized pursuant to provisions of the Indenture described above under the caption "Issuance of Additional Bonds";

(B) Refunding Bonds authorized pursuant to the provisions of the Indenture described above under the caption "Issuance of Refunding Bonds";

(C) Parity Obligations, provided that the following conditions to the issuance or incurrence of such Parity Obligations are satisfied:

(1) Such Parity Obligations have been duly and legally authorized by the Authority for any lawful purpose;

(2) No Event of Default will have occurred and then be continuing, as evidenced by the delivery of a Certificate of the Authority to that effect, which Certificate of the Authority shall be filed with the Trustee;

(3) Such Parity Obligations are being issued or incurred either (i) for purposes of refunding in compliance with the requirements for the issuance of Refunding Bonds set forth in the Indenture and described above under the caption "Issuance of Refunding Bonds" or (ii) the Authority will have placed on file with the Trustee a Certificate of the Authority, upon which the Trustee may conclusively rely certifying (on the basis of calculations made no later than the date of sale or incurrence of such Parity Obligations, as applicable) that the requirements of the Indenture described in paragraph (D) under the caption "Issuance of Additional Bonds" relating to the issuance of an additional Series of Bonds have been satisfied with respect to such Parity Obligations, which Certificate will also set forth the computations upon which such Certificate is based evidencing compliance with the requirements set forth in subsection (ii) of this paragraph; and

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(4) As and to the extent applicable, the Trustee will be designated as paying agent or trustee for such Parity Obligations and the Authority will deliver to the Trustee a transcript of the proceedings providing for the issuance of such Parity Obligations (but the Trustee will not be responsible for the validity or sufficiency of such proceedings or such Parity Obligations).

(D) Subordinate Obligations that are payable as to principal, premium, interest and reserve fund requirements, if any, only out of Sales Tax Revenues after the prior payment of all amounts then required to be paid under the Indenture from Sales Tax Revenues for principal, premium, interest and reserve fund requirements, if any, for all Bonds Outstanding, and all Parity Obligations outstanding, as the same become due and payable, and at the times and in the amounts as required in the Indenture and in the instrument or instruments pursuant to which any Parity Obligations were issued or incurred, provided that the following conditions to issuance or incurrence of such Subordinate Obligations are satisfied:

(1) Such Subordinate Obligations have been duly and legally authorized by the Authority for any lawful purpose;

(2) No Event of Default will have occurred and then be continuing, as evidenced by the delivery to the Trustee of a Certificate of the Authority to that effect; and

(3) As and to the extent applicable, the Trustee will be designated as paying agent or trustee for such Subordinate Obligations and the Authority will deliver to the Trustee a transcript of the proceedings providing for the issuance of such Subordinate Obligations (but the Trustee will not be responsible for the validity or sufficiency of such proceedings or such Subordinate Obligations).

(4) The Authority shall have placed on file with the Trustee and each Credit Provider a Certificate of the Authority certifying that the amount of Sales Tax Revenues collected during any twelve (12) consecutive calendar months specified by the Authority within the most recent eighteen (18) calendar months immediately preceding the date on which such proposed Subordinate Obligations are issued or are authorized to be issued in a specific principal amount shall have been at least equal to 1.10 times the Maximum Annual Debt Service on all Sales Tax Debt then Outstanding and the Subordinate Obligations then proposed to be issued, which Certificate shall also set forth the computations upon which such Certificate is based; provided that, upon execution of the TIFIA Loan and for so long as any amounts in respect of the Measure I Cash Supplement or the Measure I Backstop may be transferred to the Toll Trustee pursuant to and in accordance with the Toll Indenture and the TIFIA Loan Agreement, such amount of Sales Tax Revenues shall be at least equal to 1.50 times the Maximum Annual Debt Service on all Sales Tax Debt then Outstanding and the Subordinate Obligations then proposed to be issued. The certification required by the provisions of the Indenture described in this subparagraph (4) shall apply to the initial issuance or authorization of such Subordinate Obligations and not to (1) subsequent refundings or refinancings the net proceeds of which are used solely to refinance such Subordinate Obligations and for which the principal amount of such refundings or refinancings does not exceed the Outstanding principal amount of the refunded or refinanced obligations or (2) in the case of a commercial paper program, subsequent issuances and rollovers of such commercial paper up to the authorized principal amount; provided, further, that for any commercial paper program or revolving credit facility, the coverage ratio tests contemplated in this paragraph shall be calculated assuming that the maximum principal amount permitted at any time with respect to such Subordinate Obligations is outstanding.

(E) Termination payments and fees and expenses on Interest Rate Swap Agreements, Liquidity Provider or Credit Provider fees and expenses and other obligations that may be secured by a lien and charge on the Sales Tax Revenues subordinate to the lien and charge upon the Sales Tax Revenues that secures the Bonds, Parity Obligations and payment of principal of and interest on Subordinate Obligations.

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Calculation of Maximum Annual Debt Service with Respect to Bonds and Parity Obligations. For purposes of issuance of Bonds under the Indenture, Maximum Annual Debt Service with respect to Bonds shall be determined no later than the date of delivery of such Bonds, and no earlier than the sixtieth (60th) day preceding the date of pricing or sale of such Bonds, utilizing the assumptions set forth in the definition of Debt Service. Maximum Annual Debt Service with respect to Parity Obligations shall be determined no later than the date of incurrence of such Parity Obligations utilizing the assumptions set forth in the definition of Debt Service; provided, however, that if a Parity Obligation is contingent upon funds being provided pursuant to such Parity Obligation to pay principal, or purchase price of, or interest on a Bond, such Parity Obligations shall not be considered outstanding until such payment is made thereunder.

Certain Covenants of the Authority

Punctual Payments. The Authority will punctually pay or cause to be paid the principal or Redemption Price of and interest on all the Bonds, in strict conformity with the terms of the Bonds and of the Indenture, according to the true intent and meaning thereof, and will punctually pay or cause to be paid all Mandatory Sinking Account Payments, but in each case only out of Revenues as provided in the Indenture.

Against Encumbrances. The Authority will not create any pledge, lien or charge upon any of the Sales Tax Revenues having priority over or having parity with the lien of the Bonds, except as specifically provided in the Indenture as described above under the heading "Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations."

Accounting Records and Financial Statements. The Authority will at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with generally accepted accounting principles, in which complete and accurate entries will be made of all transactions relating to the Revenues. Such books of record and account will be available for inspection by the Trustee at reasonable hours and under reasonable circumstances.

The Authority will furnish the Trustee, with copies to each Credit Provider and each Liquidity Provider, within two hundred seventy (270) days after the end of each Fiscal Year, or as soon thereafter as they can practically be furnished, the financial statements of the Authority for such Fiscal Year, together with the report and opinion of an independent certified public accountant stating that the financial statements have been prepared in accordance with generally accepted accounting principles and that such accountant's examination of the financial statements was performed in accordance with generally accepted auditing standards and a Certificate of an Authorized Representative stating that no event which constitutes an Event of Default or which with the giving of notice or the passage of time or both would constitute an Event of Default has occurred and is continuing as of the end of such Fiscal Year, or specifying the nature of such event and the actions taken and proposed to be taken by the Authority to cure such default. Thereafter, a copy of such financial statements will be furnished to any Holder upon written request to the Authority, which copy of the financial statements may, at the sole discretion of the Authority, be provided by means of posting such financial statements on an internet site that provides access to the Holders.

Collection of Sales Tax Revenues. The Authority covenants and agrees that it has duly levied a retail transactions and use tax in accordance with the Act, pursuant to and in accordance with Ordinance No. 89-1 and the Ordinance, each duly passed and adopted by the Authority. Neither Ordinance No. 89-1 nor the Ordinance has will be amended, modified or altered so long as any of the Bonds are Outstanding in any manner which would reduce the amount of or timing of receipt of Sales Tax Revenues, and the Authority will continue to levy and collect such retail transactions and use tax to the full amount permitted by law. The Authority covenants that it has entered into an agreement, as it has been amended and supplemented, with the State Board of Equalization, under and pursuant to which the State Board of Equalization processes and supervises collection of said retail transactions and use tax and transmits the receipts of the Sales Tax directly to the Trustee. Said agreement will be continued in effect so long as any Bonds are Outstanding and will not be further amended, modified or altered without the written consent of the Trustee so long as any of the Bonds are Outstanding. The

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Authority will receive and hold in trust for (and remit immediately to) the Trustee any Sales Tax Revenues paid to the Authority by the State Board of Equalization.

Sales Tax Revenues received by the Trustee will be transmitted to the Authority pursuant to the caption "Allocation of Sales Tax Revenues" above; provided that, during the continuance of an Event of Default, any Sales Tax Revenues received by the Trustee will be applied as more fully set forth in the Indenture and described under the caption "Application of Revenues and Other Funds After Default" below.

The Authority covenants and agrees to separately account for all Revenues and to provide to the Trustee access to such accounting records at reasonable hours and under reasonable circumstances.

The Authority covenants that so long as the Bonds are Outstanding, it will not, to the best of its ability, suffer or permit any change, modification or alteration to be made to the Act which would materially and adversely affect the rights of Bondholders.

Tax Covenants. The Authority covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103 of the Code; provided that, prior to the issuance of any Series of Bonds, the Authority may exclude the application of the covenants contained in the Indenture and described in this caption "Tax Covenant" and the caption "Rebate Fund" above to such Series of Bonds. The Authority agrees to comply with the Tax Certificate relating to each Series of Bonds. In the event that at any time the Authority is of the opinion that for purposes of the provisions of the Indenture described in this caption "Tax Covenants" it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under the Indenture, the Authority will so instruct the Trustee in writing, and the Trustee will take such action as may be necessary in accordance with such instructions.

Without limiting the generality of the foregoing, the Authority agrees in the Indenture that there shall be paid from time to time all amounts required to be rebated to the federal government of the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bonds from time to time. The Authority specifically covenants in the Indenture to pay or cause to be paid to the federal government of the United States of America the Rebate Requirement with respect to each Series of Bonds at the times and in the amounts determined under and as described in the Tax Certificate executed and delivered in connection with such Series of Bonds.

Notwithstanding any provision of this caption "Tax Covenants" and the caption "Rebate Fund" above and any Tax Certificate, if the Authority shall receive an Opinion of Bond Counsel to the effect that any action required as described under this caption "Tax Covenants" and the caption "Rebate Fund" above or any Tax Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Code, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions of the Indenture, and the covenants hereunder shall be deemed to be modified to that extent.

Continuing Disclosure. Upon the issuance of any Series of Bonds requiring an undertaking regarding continuing disclosure under Rule 15c2-12, the Authority covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement executed and delivered in connection with such Series of Bonds. Notwithstanding any other provision of the Indenture, failure of the Authority to comply with the provisions of any Continuing Disclosure Agreement will not be considered an Event of Default; however, the Trustee will, at the written request of any Participating Underwriter or of the Holders of at least twenty-five percent (25%) aggregate principal amount of any Series of Bonds then Outstanding (but only to the extent funds in an amount satisfactory to the Trustee have been provided to it or it has been otherwise indemnified to its satisfaction from any cost, liability, expense or additional charges and fees of the Trustee whatsoever, including, without limitation, reasonable fees and expenses of its attorneys), or any Holder or beneficial owner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court

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order, to cause the Authority to comply with its obligations under the provisions of the Indenture described in this caption "Continuing Disclosure."

Allocation; Return to Source. All payments of Sales Tax Revenues to the Subareas shall be subordinate to the payment of the Bonds, Parity Obligations, Subordinate Obligations and payments required to be made from the Fees and Expenses Fund. In conformance with the Ordinance, the Authority covenants and agrees that it shall account for expenditures of the proceeds of the Bonds, Parity Obligations and Subordinate Obligations by Subarea and project category within such Subarea, and, when allocating and accounting for return to source revenues for each Fiscal Year as set forth in the Ordinance and Expenditure Plan, the Authority shall deduct from the Sales Tax Revenues received from each applicable Subarea an amount bearing the same proportion to Annual Debt Service and other priority payments payable from Revenues as the amount of proceeds expended in such Subarea bears to the total proceeds of such obligations expended in all Subareas. Where amounts allocable to a Subarea are insufficient to cover the portion of the Annual Debt Service and other priority payments attributable to such Subarea for such Fiscal Year, such deficit amount will be carried forward and applied to future revenues allocable to such Subarea.

Events of Default and Remedies

Events of Default. The following are Events of Default:

(A) default in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same will become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise, or default in the redemption from any Sinking Account of any Bonds in the amounts and at the times provided therefor;

(B) default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment will become due and payable;

(C) if the Authority will fail to observe or perform any covenant, condition, agreement or provision in the Indenture on its part to be observed or performed, other than as referred to in subsection (A) or (B) above, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Authority by the Trustee or by any Credit Provider; except that, if such failure can be remedied but not within such sixty (60) day period and if the Authority has taken all action reasonably possible to remedy such failure within such sixty (60) day period, such failure will not become an Event of Default for so long as the Authority will diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time established by the Trustee;

(D) if any payment default will exist under any agreement governing any Parity Obligations and such default will continue beyond the grace period, if any, provided for with respect to such default;

(E) if the Authority files a petition in voluntary bankruptcy for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or admits in writing to its insolvency or inability to pay debts as they mature, or consents in writing to the appointment of a trustee or receiver for itself;

(F) if a court of competent jurisdiction will enter an order, judgment or decree declaring the Authority insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of the Authority, or approving a petition filed against the Authority seeking reorganization of the Authority under any applicable law or statute of the United States of America or any state thereof, and such order, judgment or decree will not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

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(G) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will assume custody or control of the Authority or of the Revenues, and such custody or control will not be terminated within sixty (60) days from the date of assumption of such custody or control; or

(H) if the Legislature of the State will repeal or amend all or any portion of the provisions of the Act relating to the retail transactions and use tax, being Sections 180200 to 180207, inclusive, of the Public Utilities Code of the State unless the Authority has reasonably determined that said repeal or amendment does not materially and adversely affect the rights of Bondholders.

Application of the Revenues and Other Funds After Default; No Acceleration. If an Event of Default will occur and be continuing, the Authority will immediately transfer to the Trustee all Revenues held by it and the Trustee will apply all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of the Indenture (excluding the Rebate Fund and any Purchase Fund and except as otherwise provided in the Indenture) as follows and in the following order:

(1) to the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Holders of the Bonds and Parity Obligations, including the costs and expenses of the Trustee and the Bondholders in declaring such Event of Default, and payment of reasonable fees and expenses of the Trustee (including reasonable fees and disbursements of its counsel and other agents) incurred in and about the performance of its powers and duties under the Indenture;

(2) to the payment of the whole amount of Bond Obligation then due on the Bonds and Parity Obligations (upon presentation of the Bonds and Parity Obligations to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of the Indenture, with interest on such Bond Obligation, at the rate or rates of interest borne by the respective Bonds and on Parity Obligations, to the payment to the persons entitled thereto of all installments of interest then due and the unpaid principal or Redemption Price of any Bonds and Parity Obligations which will have become due, whether at maturity, by call for redemption or otherwise, in the order of their due dates, with interest on the overdue Bond Obligation and Parity Obligations at the rate borne by the respective Bonds and Parity Obligations, and, if the amount available will not be sufficient to pay in full all the Bonds and Parity Obligations due on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal or Accreted Value (plus accrued interest) due on such date to the persons entitled thereto, without any discrimination or preference.

(3) to the extent Revenues are available therefor, to be transferred to the trustee for the Subordinate Obligations in the amount necessary for payment of Subordinate Obligations; and

(4) to the payment of all other obligations payable under the Indenture.

Notwithstanding anything in the Indenture to the contrary, in no event are the Bonds subject to acceleration if an Event of Default occurs and is continuing.

Trustee to Represent Bondholders. The Trustee is irrevocably appointed (and the successive respective Holders of the Bonds, by taking and holding the same, will be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Holders of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Holders under the provisions of the Bonds, the Indenture, the Act and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bondholders, the Trustee in its discretion may, and, with respect to any Series of Bonds for which a Credit Enhancement has been provided, upon the written request of the Credit Provider providing such Credit Enhancement, or if such Credit Provider is then failing to make a payment required pursuant to such Credit Enhancement, upon the written request of the Holders of not less than a majority in aggregate amount of Bond

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Obligation of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, will proceed to protect or enforce its rights or the rights of such Holders by such appropriate action, suit, mandamus or other proceedings as it will deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained in the Indenture, or in aid of the execution of any power in the Indenture granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Holders under the Indenture, the Act or any other law; and upon instituting such proceeding, the Trustee will be entitled, as a matter of right, to the appointment of a receiver of the Sales Tax Revenues and other assets pledged under the Indenture, pending such proceedings; provided, however, that, with respect to any Series of Bonds for which a Credit Enhancement has been provided, the Trustee may only act with the consent of the Credit Provider providing such Credit Enhancement. All rights of action under the Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee will be brought in the name of the Trustee for the benefit and protection of all the Holders of such Bonds, subject to the provisions of the Indenture.

Bondholders' Direction of Proceedings. Anything in the Indenture to the contrary (except provisions relating to the rights of a Credit Provider to direct proceedings as set forth in the Indenture and described in the caption "Credit Provider Directs Remedies Upon Event of Default" below) notwithstanding, the Holders of a majority in aggregate amount of Bond Obligation of the Bonds then Outstanding will have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee and upon furnishing the Trustee with indemnification satisfactory to it, to direct the method of conducting all remedial proceedings taken by the Trustee under the Indenture, provided that such direction will not be otherwise than in accordance with law and the provisions of the Indenture, that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and that the Trustee will have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders or holders of Parity Obligations not parties to such direction.

Limitation on Bondholders' Right to Sue. No Holder of any Bond will have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under the Indenture, the Act or any other applicable law with respect to such Bond, unless: (1) such Holder will have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Holders of not less than a majority in aggregate amount of Bond Obligation of the Bonds then Outstanding will have made written request upon the Trustee to exercise the powers granted to the Trustee pursuant to the Indenture or to institute such suit, action or proceeding in its own name; (3) such Holder or said Holders will have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (4) the Trustee will have refused or omitted to comply with such request for a period of sixty (60) days after such written request will have been received by, and said tender of indemnity will have been made to, the Trustee; provided, however, that the written consent of a Credit Provider providing a Credit Enhancement with respect to a Series of Bonds will be required if the Credit Enhancement with respect to such Series of Bonds is in full force and effect and if the Credit Provider providing such Credit Enhancement is not then failing to make a payment as required in connection therewith.

Such notification, request, tender of indemnity and refusal or omission are declared, in every case, to be conditions precedent to the exercise by any Holder of Bonds of any remedy under the Indenture or under law; it being understood and intended that no one or more Holders of Bonds will have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Indenture or the rights of any other Holders of Bonds, or to enforce any right under the Indenture, the Act or other applicable law with respect to the Bonds, except in the manner in the Indenture provided, and that all proceedings at law or in equity to enforce any such right will be instituted, had and maintained in the manner in the Indenture provided and for the benefit and protection of all Holders of the Outstanding Bonds, subject to the provisions of the Indenture.

Credit Provider Directs Remedies Upon Event of Default. Anything in the Indenture to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Credit Provider then providing

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Credit Enhancement for any Series of Bonds will be entitled to control and direct the enforcement of all rights and remedies granted to the Holders of the Bonds secured by such Credit Enhancement or granted to the Trustee for the benefit of the Holders of the Bonds benefited by such Credit Enhancement, provided that the Credit Provider's consent will not be required as otherwise provided in the Indenture if such Credit Provider is in default of any of its payment obligations as set forth in the Credit Enhancement provided by such Credit Provider.

Modification or Amendment of the Indenture

Amendments Permitted. The Indenture and the rights and obligations of the Authority, the Holders of the Bonds and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into when the written consent of the Holders of a majority in aggregate amount of Bond Obligation of the Bonds (or, if such Supplemental Indenture is only applicable to a Series of Bonds, such Series of Bonds) then Outstanding will have been filed with the Trustee; provided that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any particular maturity remain Outstanding, the consent of the Holders of such Bonds will not be required and such Bonds will not be deemed to be Outstanding for the purpose of any calculation of Bonds Outstanding under the Indenture.

No such modification or amendment will (a) extend the maturity of any Bond, or reduce the amount of principal thereof, or extend the time of payment or reduce the amount of any Mandatory Sinking Account Payment provided for the payment of any Bond, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Holder of each Bond so affected, or (b) reduce the aforesaid percentage of Bond Obligation the consent of the Holders of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture, or deprive the Holders of the Bonds of the lien created by the Indenture on such Revenues and other assets (in each case, except as expressly provided in the Indenture), without the consent of the Holders of all of the Bonds then Outstanding. It will not be necessary for the consent of the Bondholders to approve the particular form of any Supplemental Indenture, but it will be sufficient if such consent will approve the substance thereof.

The Indenture and the rights and obligations of the Authority, of the Trustee and of the Holders of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into without the consent of any Bondholders, but only to the extent permitted by the Act and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Authority in the Indenture contained other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power in the Indenture reserved to or conferred upon the Authority;

(2) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in the Indenture, or in regard to matters or questions arising under the Indenture, as the Authority may deem necessary or desirable, and which will not materially and adversely affect the interests of the Holders of the Bonds;

(3) to modify, amend or supplement the Indenture in such manner as to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which will not materially and adversely affect the interests of the Holders of the Bonds;

(4) to provide for the issuance of an additional Series of Bonds pursuant to the provisions of the Indenture described above under the caption "Issuance of Additional Bonds and Other Obligations";

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(5) to make modifications or adjustments necessary, appropriate or desirable to provide for the issuance or incurrence, as applicable, of Capital Appreciation Bonds, Parity Obligations, Subordinate Obligations, or Variable Rate Indebtedness, with such interest rate, payment, maturity and other terms as the Authority may deem desirable; subject to the provisions of the Indenture described above under the captions "Issuance of Additional Bonds and Other Obligations," "Proceedings for Issuance of Additional Bonds," and "Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations; Fee and Expense Obligations";

(6) to make modifications or adjustments necessary, appropriate or desirable to provide for change from one interest rate mode to another in connection with any Series of Bonds;

(7) to make modifications or adjustments necessary, appropriate or desirable to accommodate Credit Enhancements, Liquidity Facilities and Reserve Facilities;

(8) to make modifications or adjustments necessary, appropriate or desirable to provide for the appointment of an auction agent, a broker-dealer, a remarketing agent, a tender agent and/or a paying agent in connection with any Series of Bonds;

(9) to modify the auction provisions applicable to any Series of Bonds in accordance with the terms and provisions set forth in the Supplemental Indenture establishing the terms and provisions of such Series of Bonds;

(10) to provide for any additional covenants or agreements necessary to maintain the tax-exempt status of interest on any Series of Bonds;

(11) if the Authority agrees in a Supplemental Indenture to maintain the exclusion of interest on a Series of Bonds from gross income for purposes of federal income taxation, to make such provisions as are necessary or appropriate to ensure such exclusion;

(12) to provide for the issuance of Bonds in book-entry form or bearer form and/or to modify or eliminate the book-entry registration system for any Series of Bonds;

(13) to modify, alter, amend or supplement the Indenture in any other respect, including amendments that would otherwise be described in the first two paragraphs under this caption, if the effective date of such amendments is a date on which all Bonds affected thereby are subject to mandatory tender for purchase pursuant to the provisions of the Indenture; or if notice of the proposed amendments is given to Holders of the affected Bonds at least thirty (30) days before the proposed effective date of such amendments and, on or before such effective date, such Holders have the right to demand purchase of their Bonds pursuant to the provisions of the Indenture or if all Bonds affected thereby are in an auction mode and a successful auction is held following notice of such amendment; and

(14) for any other purpose that does not materially and adversely affect the interests of the Holders of the Bonds.

Any Supplemental Indenture entered into pursuant to the provisions of the Indenture described under this caption will be deemed not to materially adversely affect the interest of the Holders so long as (i) all Bonds are secured by a Credit Enhancement and (ii) each Credit Provider will have given its written consent to such Supplemental Indenture in accordance with the provisions of the Indenture.

Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective, the Indenture will be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the Authority, the Trustee and all Holders of Bonds Outstanding will thereafter be determined, exercised and enforced under the Indenture subject in all respects to

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such modification and amendment, and all the terms and conditions of any such Supplemental Indenture will be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

Defeasance

Discharge of Indenture. Bonds of any Series or a portion thereof may be paid by the Authority in any of the following ways:

(A) by paying or causing to be paid the Bond Obligations of and interest on such Outstanding Bonds, as and when they become due and payable;

(B) by depositing with the Trustee, an escrow agent or other fiduciary, in trust, at or before maturity, money or securities in the necessary amount (as provided pursuant to the provisions of the Indenture described below under the caption "Deposit of Money or Securities") to pay or redeem such Outstanding Bonds; or

(C) by delivering to the Trustee, for cancellation by it, such Outstanding Bonds.

If the Authority will pay all Series for which any Bonds are Outstanding and also pay or cause to be paid all other sums payable under the Indenture by the Authority, then and in that case, at the election of the Authority (evidenced by a Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and the Indenture), and notwithstanding that any Bonds will not have been surrendered for payment, the Indenture and the pledge of Sales Tax Revenues and other assets made under the Indenture and all covenants, agreements and other obligations of the Authority under the Indenture will cease, terminate, become void and be completely discharged and satisfied. In such event, upon Request of the Authority, the Trustee will cause an accounting for such period or periods as may be requested by the Authority to be prepared and filed with the Authority and will execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee will pay over, transfer, assign or deliver to the Authority all moneys or securities or other property held by it pursuant to the Indenture upon which the Trustee may conclusively rely, from a firm of certified public accountants or other independent consulting firm, are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Discharge of Liability on Bonds. Upon the deposit with the Trustee, escrow agent or other fiduciary, in trust, at or before maturity, of money or securities in the necessary amount (as provided pursuant to the provisions of the Indenture described below under the caption "Deposit of Money or Securities") to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption will have been given as in the Indenture provided or provision satisfactory to the Trustee will have been made for the giving of such notice, then all liability of the Authority in respect of such Bond will cease, terminate and be completely discharged, provided that the Holder thereof will thereafter be entitled to the payment of the principal of and premium, if any, and interest on the Bonds, and the Authority will remain liable for such payment, but only out of such money or securities deposited with the Trustee as aforesaid for their payment.

If the Bonds being discharged are Variable Rate Indebtedness, (i) the Bonds shall be redeemed at the first possible redemption date or purchase date applicable to such Bonds and to the extent the rate of interest payable on such Bonds prior to such redemption or purchase date is not known, such rate of interest shall be assumed to be the maximum rate payable thereon or (ii) the Trustee shall receive a confirmation from the Rating Agency then rating the Bonds that the defeasance will not result in the reduction or withdrawal of the then-current ratings on the Bonds.

The Authority may at any time surrender to the Trustee for cancellation by it any Bonds previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

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Deposit of Money or Securities. Whenever in the Indenture it is provided or permitted that there be deposited with or held in trust money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established pursuant to the Indenture and will be:

(A) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption will have been given as in the Indenture provided or provision satisfactory to the Trustee will have been made for the giving of such notice, the amount to be deposited or held will be the principal amount or Redemption Price of such Bonds and all unpaid interest thereon to the redemption date; or

(B) Defeasance Securities the principal of and interest on which when due will, in the opinion of an independent certified public accountant, a firm of independent certified public accountants or other independent consulting firm delivered to the Trustee, provide money sufficient to pay the principal or Redemption Price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or Redemption Price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption will have been given as in the Indenture provided or provision satisfactory to the Trustee will have been made for the giving of such notice; provided, in each case, that the Trustee will have been irrevocably instructed (by the terms of the Indenture or by Request of the Authority) to apply such money to the payment of such principal or Redemption Price and interest with respect to such Bonds.

Payment of Bonds After Discharge of Indenture. Any moneys held by the Trustee in trust for the payment of the principal, Redemption Price, or interest on any Bond and remaining unclaimed for one (1) year after such principal, Redemption Price, or interest has become due and payable (whether at maturity or upon call for redemption as provided in the Indenture), if such moneys were so held at such date, or one (1) year after the date of deposit of such principal, Redemption Price or interest on any Bond if such moneys were deposited after the date when such Bond became due and payable, will, to the extent permitted by law, be repaid to the Authority free from the trusts created by the Indenture, and all liability of the Trustee with respect to such moneys will thereupon cease; provided, however, that before the repayment of such moneys to the Authority as aforesaid, the Trustee may (at the cost of the Authority) first mail to the Holders of any Bonds remaining unpaid at the addresses shown on the registration books maintained by the Trustee a notice, in such form as may be deemed appropriate by the Trustee, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof. All moneys held by or on behalf of the Trustee for the payment of principal or Accreted Value of or interest or premium on Bonds, whether at redemption or maturity, will be held in trust for the account of the Holders thereof and the Trustee will not be required to pay Holders any interest on, or be liable to the Holders or any other person (other than the Authority) for interest earned on, moneys so held. Any interest earned thereon will belong to the Authority and will be deposited upon receipt by the Trustee into the Revenue Fund.

Seventh Supplemental Indenture

General. Under the Seventh Supplemental Indenture, the Authority has authorized the 2026 Bonds to provide funds to finance, refinance and/or reimburse the Authority for its prior payment of the Costs of the Project. In addition, a portion of the proceeds of the 2026 Bonds will be applied to pay Costs of Issuance of the 2026 Bonds.

Funds and Accounts. The following funds and accounts are established under the Seventh Supplemental Indenture in connection with the 2026 Bonds:

(a) To ensure the proper application of such portion of proceeds from the sale of the 2026 Bonds to be applied to pay Costs of the Project, there is established under the Indenture the 2026 Bond Project Fund, such fund to be held by the Trustee.

(b) To ensure the proper application of such portion of proceeds from the sale of the 2026 Bonds to be applied to pay Costs of Issuance of the 2026 Bonds, there is established under the Indenture the 2026 Costs of Issuance Fund, such fund to be held by the Trustee.

2026 Bonds Project Fund. The monies set aside and placed in the 2026 Bonds Project Fund are to be expended for the purpose of paying a portion of the Costs of the Project and are not to be used for any other purpose whatsoever. Pursuant to the Indenture, all interest, profits and other income received from the investment of moneys in the 2026 Bonds Project Fund will be deposited in the 2026 Bonds Project Fund.

(a) Before any payment from the 2026 Bonds Project Fund is made by the Trustee, the Authority is obligated to file or cause to be filed with the Trustee a requisition of the Authority (each a "Requisition"), such Requisition to be signed by an Authorized Representative and to include: (i) the item number of such payment; (ii) the name and address of the person to whom each such payment is due, which may be the Authority in the case of reimbursement for costs theretofore paid by the Authority; (iii) the respective amounts to be paid; (iv) the purpose by general classification for which each obligation to be paid was incurred; (v) that obligations in the stated amounts have been incurred by the Authority or a constituent thereof and are presently due and payable and that each item thereof is a proper charge against the 2026 Bonds Project Fund and has not been previously paid from said fund; and (vi) that there has not been filed with or served upon the Authority notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in such Requisition, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law. Each such Requisition of the Authority will be sufficient evidence to the Trustee of the facts stated therein and the Trustee will have no duty to confirm the accuracy of such facts.

(b) When the Authority determines that the portion of the Project funded with the 2026 Bonds has been completed, a Certificate of the Authority will be delivered to the Trustee by the Authority stating: (i) the fact and date of such completion; (ii) that all of the costs thereof have been determined and paid (or that all of such costs have been paid less specified claims that are subject to dispute and for which a retention in the 2026 Bonds Project Fund is to be maintained in the full amount of such claims until such dispute is resolved); and (iii) that the Trustee is to transfer the remaining balance in the 2026 Bonds Project Fund relating to such 2026 Bonds, less the amount of any such retention, to the Revenue Fund or, if so directed by the Authority, to the Rebate Fund.

2026 Costs of Issuance Fund. The monies set aside and placed in the 2026 Costs of Issuance Fund are to be expended for the purpose of paying the Costs of Issuance of the 2026 Bonds. On June 1, 2026, any remaining amounts in the 2026 Costs of Issuance Fund will be transferred to the Authority and the 2026 Costs of Issuance Fund closed.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

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APPENDIX D

PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate"), dated _____ __, 2026 is executed and delivered by the San Bernardino County Transportation Authority (the "Authority") in connection with the issuance of $_____ aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Bonds, 2026 Series A (Limited Tax Bonds) (the "Bonds"). The Bonds are being issued pursuant to an Indenture dated as of March 1, 2012 (the "2012 Indenture"), as supplemented by a First Supplemental Indenture, dated as of March 1, 2012 (the "First Supplemental Indenture"), a Second Supplemental Indenture, dated as of March 1, 2014 (the "Second Supplemental Indenture"), a Third Supplemental Indenture, dated as of April 1, 2019 (the "Third Supplemental Indenture"), a Fourth Supplemental Indenture, dated as of June 1, 2021 (the "Fourth Supplemental Indenture"), a Fifth Supplemental Indenture, dated as of March 1, 2022 (the "Fifth Supplemental Indenture"), a Sixth Supplemental Indenture, dated as of December 1, 2023, and a Seventh Supplement Indenture, dated as of January 1, 2026 (the "Seventh Supplemental Indenture" and, together with the 2012 Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture, the "Indenture"), each between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Pursuant to the Indenture, the Authority covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Authority for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Disclosure Representative" shall mean the designee of the Authority to act as the Disclosure Representative.

"Dissemination Agent" shall mean an entity selected and retained by the Authority, or any successor thereto selected by the Authority. The initial Dissemination Agent shall be U.S. Bank Trust Company, National Association, as trustee under the Indenture.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for Municipal Securities disclosures, maintained on the internet at http://emma.msrb.org.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate and any other event legally required to be reported pursuant to the Rule.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at http://emma.msrb.org.

"Official Statement" shall mean the Official Statement of the Authority, dated ____, 2026, relating to the Bonds, as amended or supplemented.

"Participating Underwriters" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean, until otherwise designated by the SEC, EMMA.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the U.S. Securities and Exchange Commission.

"State" shall mean the State of California.

SECTION 3. Provision of Annual Reports.

(a) The Authority shall provide to the Repository, or shall cause the Dissemination Agent to provide to each Repository, not later than 270 days after the end of the Authority's fiscal year, commencing with the fiscal year ending June 30, 2026, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate. Not later than fifteen (15) Business Days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent. The Authority shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the Authority hereunder. The Dissemination Agent may conclusively rely upon such certification of the Authority.

(b) If by fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Authority to determine if the Authority is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB in the manner prescribed by the MSRB.

(d) If the Dissemination Agent is other than the Authority, the Dissemination Agent shall file a report with the Authority certifying that the Disclosure Report has been provided to the MSRB through the EMMA System pursuant to this Disclosure Certificate.

SECTION 4. Content of Annual Reports. The Authority's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Authority for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Authority's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

(b) An update (as of the most recently ended fiscal year of the Authority) for the table entitled "San Bernardino County Transportation Authority Sales Tax Revenues" set forth in the Official Statement under the caption "THE SALES TAX — Historical Sales Tax Revenues."

(c) An update (as of the most recently ended fiscal year of the Authority) for the Coverage Ratio set forth on page 21 of the Official Statement.

(d) A summary of all Bonds and Parity Obligations Outstanding as of the most recently ended fiscal year of the Authority.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Authority is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Authority shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Authority shall provide (or cause to be provided) notice to the MSRB of the occurrence of any of the following events numbered 1-10 with respect to Bonds and in a timely manner but not later than ten business days after the occurrence of the event. The notice shall be in an electric format and contain such identifying information as is prescribed by the MSRB.

(1) Principal and interest payment delinquencies;

(2) Unscheduled draws on debt service reserves reflecting financial difficulties;

(3) Unscheduled draws on credit enhancements reflecting financial difficulties; (A)

(4) Substitution of credit or liquidity providers, or their failure to perform; (A)

(5) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(6) Tender offers;

(7) Defeasances;

(8) Rating changes;

(9) Bankruptcy, insolvency, receivership or similar event of the obligated person; or

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

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(10) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Authority, any of which reflect financial difficulties.

(b) The Authority shall provide (or cause to be provided) to the MSRB notice of the occurrence of any of following events numbered 11-17 with respect to Bonds, if material and in a timely manner but not later than ten business days after the occurrence of the event. Such notice shall be in an electric format and contain such identifying information as is prescribed by the MSRB.

(11) Modifications to rights of Bondholders;

(12) Bond calls; [(B)]

(13) Release, substitution, or sale of property securing repayment of Bonds;

(14) Non-payment related defaults;

(15) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(16) Appointment of a successor or additional trustee or the change of name of a trustee; or

(17) Incurrence of a financial obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Authority, any of which affect Bondholders, if material.

Note:

(A) The Authority has not obtained or provided, and does not expect to obtain or provide, any credit enhancements or credit or liquidity providers for the Bonds.

(B) Any scheduled redemption of Bonds pursuant to mandatory sinking fund redemption requirements does not constitute a Specified Event within the meaning of the Rule.

(c) For purposes of the events identified in paragraphs (a)(10) and (b)(18) above, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(d) The Authority acknowledges that it must make a determination whether a Specified Event listed in subsection (b) is material under applicable federal securities laws in order to determine whether a filing is required under subsection (b).

SECTION 6. Termination of Reporting Obligation. The obligations of the Authority and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Authority shall give notice of such termination in the same time and manner as for a Listed Event under Section 5(f) hereof.

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SECTION 7. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by providing at least 30 days' notice in writing to the Authority.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Authority may amend this Disclosure Certificate, provided no amendment increasing or affecting the obligations or duties of the Dissemination Agent shall be made without the consent of such party, and any provision of this Disclosure Certificate may be waived if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the Authority and the Dissemination Agent to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the Authority shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions, as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Authority to comply with this Disclosure Certificate shall be an action to compel performance. This is the first continuing disclosure undertaking by the Authority.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Authority agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in connection with the exercise or performance of their respective powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall also be entitled to any further protections and limitations from liability afforded to the Trustee under Article VIII of the Indenture, as if such provisions were fully set forth herein. The Dissemination Agent shall be paid compensation by the Authority for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Authority, the Bondholders, or any other party. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

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SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By:_____

Receipt Acknowledged By:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Dissemination Agent

By:_____

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APPENDIX E

BOOK-ENTRY SYSTEM

The information in this Appendix E concerning The Depository Trust Company, New York, New York ("DTC"), and DTC's Book-Entry System has been obtained from DTC and the Authority, the Trustee and the Underwriter take no responsibility for the completeness or accuracy thereof.

The Authority, the Trustee and the Underwriter cannot and do not give any assurances that DTC, DTC Participants or Indirect Participants (each as defined below) or others will distribute any (a) payments of principal or purchase price or interest with respect to the Series 2026 Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Series 2026 Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2026 Bonds, or that they will do so on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC. The Authority, the Trustee and the Underwriter are not responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a beneficial owner with respect to the Series 2026 Bonds or an error or delay relating thereto.

DTC will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of each series of the Series 2026 Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information set forth on this website is not incorporated by reference herein.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner

entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

APPENDIX F

PROPOSED FORM OF BOND COUNSEL OPINION

[Closing Date]

San Bernardino County Transportation Authority
San Bernardino, California

Re: San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A

Ladies and Gentlemen:

We have acted as Bond Counsel to the San Bernardino County Transportation Authority (the "Authority") in connection with issuance of $_____ aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A (the "Bonds"), issued pursuant to an Indenture, dated as of March 1, 2012, as supplemented by a First Supplemental Indenture, dated as of March 1, 2012, a Second Supplemental Indenture, dated as of March 1, 2014, a Third Supplemental Indenture, dated as of April 1, 2019, a Fourth Supplemental Indenture, dated as of June 1, 2021, a Fifth Supplemental Indenture, dated as of March 1, 2022, a Sixth Supplemental Indenture, dated as of December 1, 2023, and a Seventh Supplemental Indenture, dated as of January 1, 2026 (herein collectively referred to as the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"). We have examined the law and such certified proceedings and other documents, agreements, opinions and matters as we deem necessary to render this opinion. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Indenture.

Based on our examination as Bond Counsel of existing law, certified copies of such legal proceedings and such other documents as we deem necessary to render this opinion, we are of the opinion, as of the date hereof, that:

1. The Bonds constitute the valid and binding limited obligations of the Authority.

2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Authority.

3. Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, it should be noted that for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest with respect to the Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed on such corporations.

4. Interest on the Bonds is exempt from State of California personal income tax.

5. The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity are to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable

income. The amount of original issue discount deemed received by a Bond Owner will increase the Bond Owner's basis in the applicable Bond. Original issue discount that accrues for the Bond Owner is excluded from the gross income of such Owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals (as described in paragraph (3) above) and is exempt from State of California personal income tax.

6. The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner.

The opinions expressed herein as to the exclusion from gross income of interest (and original issue discount) on the Bonds are based upon certain representations of fact and certifications made by the Authority and are subject to the condition that the Authority comply with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Authority has covenanted to comply with all such requirements.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds terminates on the date of their issuance. The Indenture and the Tax Certificate permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the opinion or advice of counsel other than ourselves. Other than expressly stated herein, we express no other opinion regarding tax consequences with respect to the Bonds.

By delivering this letter, we are not expressing any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the Indenture or the Bonds, nor are we expressing any opinion with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the Indenture or the Bonds or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets.

The opinions that are expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters which are not directly addressed by such authorities. We call attention to the fact that the rights and obligations under the Indenture and the Bonds are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of California.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement.

Respectfully submitted,

Attachment: Preliminary Official Statement (SBCTA 2026 Bonds), 4926-2129-9801_9 (11807 : Adopt Resolution No. 26-007, Approve Bonding

Attachment: Seventh Supplemental Indenture (SBCTA 2026 Bonds), 4910-0595-8745_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

SEVENTH SUPPLEMENTAL INDENTURE

between

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Dated as of January 1, 2026

Relating to

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUE BONDS
(LIMITED TAX BONDS)
2026 SERIES A

(Supplementing the Indenture
Dated as of March 1, 2012)

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SEVENTH SUPPLEMENTAL INDENTURE

THIS SEVENTH SUPPLEMENTAL INDENTURE, dated as of January 1, 2026 (this "Seventh Supplemental Indenture"), between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity duly established and existing under the laws of the State of California (the "Authority") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as successor trustee (the "Trustee"):

WITNESSETH:

WHEREAS, this Seventh Supplemental Indenture is supplemental to the Indenture, dated as of March 1, 2012 (collectively, and as supplemented and amended from time to time pursuant to its terms, the "Indenture"), between the Authority and the Trustee;

WHEREAS, the Indenture provides that the Authority may issue Bonds from time to time as authorized by a Supplemental Indenture, which Bonds are to be payable from Revenues and from such other sources as may be specified with respect to a particular Series of Bonds in the Supplemental Indenture authorizing such Series; and

WHEREAS, the Authority desires to provide at this time for the issuance of a Series of Bonds to be designated "San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A" (the "2026 Bonds") to provide funds to finance, and/or reimburse the Authority for prior payments of, the Costs of the Project;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE XLII

DEFINITIONS

Section 42.01. Definitions.

(a) Definitions. Unless the context otherwise requires, or as otherwise provided in subsection (b) of this Section or in Exhibit A to this Seventh Supplemental Indenture, all terms which are defined in Section 1.02 of the Indenture shall have the same meanings in this Seventh Supplemental Indenture.

(b) Additional Definitions. Unless the context otherwise requires, the following terms shall, for all purposes of this Seventh Supplemental Indenture, have the following meanings:

"Authorized Denominations" means, with respect to 2026 Bonds, $5,000 and any integral multiple thereof.

"Interest Payment Date" means, with respect to 2026 Bonds, March 1 and September 1 of each year until the redemption or maturity of such 2026 Bonds, commencing with September 1, 2026.

"Issue Date" means, with respect to the 2026 Bonds, the date on which the 2026 Bonds are first delivered to the purchasers thereof.

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"Record Date" means, with respect to the 2026 Bonds, the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which an Interest Payment Date occurs.

"Seventh Supplemental Indenture" means this certain Seventh Supplemental Indenture, dated as of January 1, 2026, between the Authority and the Trustee.

"2026 Bonds" means the San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A, authorized by Article XLIV of this Indenture.

"2026 Bonds Project Fund" means the fund by that name established pursuant to Section 46.01(a).

"2026 Bonds Tax Certificate" means the Tax Certificate executed on behalf of the Authority in connection with the issuance of the 2026 Bonds.

"2026 Costs of Issuance Fund" means the fund by that name established pursuant to Section 46.01(b).

Section 42.02. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. Defined terms shall include any variant of the terms set forth in this Article XLII.

The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this Seventh Supplemental Indenture, refer to the Indenture.

ARTICLE XLIII

FINDINGS, DETERMINATIONS AND DIRECTIONS

Section 43.01. Findings and Determinations. The Authority hereby finds and determines that the 2026 Bonds shall be issued pursuant to Article XLIV and Section 3.01 of the Indenture, and upon the issuance of the 2026 Bonds, any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the issuance thereof, will exist, will have happened and will have been performed, in due time, form and manner, as required by the Constitution and statutes of the State.

Section 43.02. Recital in Bonds. There shall be included in each of the definitive 2026 Bonds, and also in each of the temporary 2026 Bonds, if any are issued, a certification and recital that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by that 2026 Bond, and in the issuing of that 2026 Bond, exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State, the Act and the Ordinance, and that said 2026 Bond, together with all other indebtedness of the Authority payable out of Revenues, is within every debt and other limit prescribed by the Constitution and statutes of the State, the Act and the Ordinance, and that such certification and recital shall be in such form as is set forth in the form of the 2026 Bond attached hereto as Exhibit A.

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Section 43.03. Effect of Findings and Recital. From and after the issuance of the 2026 Bonds, the findings and determinations herein shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the 2026 Bonds is at issue.

ARTICLE XLIV

AUTHORIZATION OF 2026 BONDS

Section 44.01. Principal Amount, Designation and Series. Pursuant to the provisions of this Indenture and the provisions of the Act, and the Ordinance, a Series of Bonds entitled to the benefit, protection and security of such provisions is hereby authorized in the aggregate principal amount of $_____. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2026 Series A."

At any time after the execution and delivery of this Seventh Supplemental Indenture, the Authority may execute and, upon the order of the Authority, the Trustee shall authenticate and deliver the 2026 Bonds in the aggregate principal amount set forth above.

Section 44.02. Purpose and Application of Proceeds.

(a) The 2026 Bonds are issued for the purpose of financing and/or reimbursing the Authority for the Costs of the Project. A portion of the proceeds of the 2026 Bonds will be applied to pay Costs of Issuance of the 2026 Bonds. The net proceeds from the sale of the 2026 Bonds in the amount of $_____ shall be received by the Trustee, and the Trustee shall deposit or transfer such funds as follows:

(i) The Trustee shall transfer $_____ of such proceeds to the 2026 Bonds Project Fund; and

(ii) The Truste shall deposit $_____ of such proceeds to the 2026 Costs of Issuance Fund.

Section 44.03. Form, Denomination, Numbers and Letters. The 2026 Bonds shall be issued as fully registered bonds without coupons in book-entry form and in Authorized Denominations and shall be numbered from one upward in consecutive numerical order preceded by the letter "R" prefixed to the number. The 2026 Bonds and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of the 2026 Bonds and as the form of the certificate of authentication as such form shall be completed based on the terms of the 2026 Bonds set forth herein.

Section 44.04. Date, Maturities and Interest Rates. The 2026 Bonds shall be issued as Current Interest Bonds in the aggregate principal amount of $_____. The 2026 Bonds shall be dated their Issue Date, shall bear interest from that date at the following rates per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, and shall mature on March 1 in the following years and in the following amounts:

Maturity Date (March 1)	*Principal Amount*	*Interest Rate*
2027	$	%
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		

Interest on each 2026 Bond shall be payable on each Interest Payment Date for such 2026 Bond until the principal sum of such 2026 Bond has been paid; provided, however, that if at the maturity date of any 2026 Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof, in full accordance with terms of the Indenture, such 2026 Bond shall then cease to bear interest.

Each 2026 Bond shall bear interest from the latest of: (i) its Issue Date; (ii) the most recent Interest Payment Date to which interest has been paid thereon or duly provided for; or (iii) if the date of authentication of such Bond is after a Record Date but prior to the immediately succeeding Interest Payment Date, the Interest Payment Date immediately succeeding such date of authentication.

Each 2026 Bond shall be payable as provided in Section 2.10, including Section 2.10(E), or, in the event the use of the Securities Depository is discontinued, the principal of each 2026 Bond shall be payable in lawful money of the United States of America upon surrender thereof at the Principal Office of the Trustee, and the interest on each 2026 Bond shall be payable in lawful money of the United States of America by the Trustee to the Holder thereof as of the close of business on the Record Date, such interest to be paid by the Trustee to such Holder in immediately available funds (by wire transfer or by deposit to the account of the Holder if such account is maintained with the Trustee), according to the instructions given by such Holder to the Trustee or, in the event no such instructions have been given, by check mailed on the Interest Payment Date by first class mail to the Holder at such Holder's address as it appears as of the Record Date on the bond registration books kept by the Trustee.

ARTICLE XLV

REDEMPTION AND PURCHASE OF 2026 BONDS

Section 45.01. Optional Redemption of 2026 Bonds.

(a) Optional Redemption of 2026 Bonds. The 2026 Bonds maturing on or before March 1, 20__ shall not be subject to redemption prior to their respective stated maturities. The 2026 Bonds maturing on or after March 1, 20__ shall be subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part, on

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any date on or after March 1, 20__ at a Redemption Price equal to 100% of the principal amount of 2026 Bonds called for redemption, without premium, plus accrued but unpaid interest to the date fixed for redemption.

(b) Sufficient Funds Required for Optional Redemption. Any optional redemption of 2026 Bonds and notice thereof shall be conditional and rescinded and cancelled pursuant to the provisions of Section 4.02 if for any reason on the date fixed for redemption moneys are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the Redemption Price of, and interest due on, the 2026 Bonds called for redemption.

(c) Notice of Optional Redemption; Rescission. Any notice of optional redemption of the 2026 Bonds shall be delivered in accordance with Section 4.02 and may be rescinded as provided in Section 4.02.

Section 45.02. Selection of 2026 Bonds for Redemption. The Authority shall designate which maturities of any 2026 Bonds are to be called for optional redemption pursuant to Section 45.01(a). If less than all 2026 Bonds maturing by their terms on any one date are to be redeemed at any one time, the Trustee shall select the 2026 Bonds of such maturity date to be redeemed by lot and shall promptly notify the Authority in writing of the numbers of the 2026 Bonds so selected for redemption. For purposes of such selection, 2026 Bonds shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed.

Section 45.03. Purchase In Lieu of Redemption. The Authority reserves the right at all times to purchase any of its 2026 Bonds on the open market.

ARTICLE XLVI

ESTABLISHMENT OF FUNDS AND ACCOUNTS AND APPLICATION THEREOF

Section 46.01. Funds and Accounts. The following funds and accounts are hereby established in connection with the 2026 Bonds:

(a) To ensure the proper application of such portion of proceeds from the sale of the 2026 Bonds to be applied to pay Costs of the 2026 Project, there is hereby established the 2026 Bond Project Fund, such fund to be held by the Trustee.

(b) To ensure the proper application of such portion of proceeds from the sale of the 2026 Bonds to be applied to pay Costs of Issuance of the 2026 Bonds, there is hereby established the 2026 Costs of Issuance Fund, such fund to be held by the Trustee.

Section 46.02. 2026 Bonds Project Fund. The monies set aside and placed in the 2026 Bonds Project Fund shall be expended for the purpose of paying a portion of the Costs of the Project and shall not be used for any other purpose whatsoever. Pursuant to Section 5.11 of the Indenture, all interest, profits and other income received from the investment of moneys in the 2026 Bonds Project Fund shall be deposited in the 2026 Bonds Project Fund.

(a) Before any payment from the 2026 Bonds Project Fund shall be made by the Trustee, the Authority shall file or cause to be filed with the Trustee a requisition of the Authority (each

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a "Requisition"), such Requisition to be signed by an Authorized Representative and to include: (i) the item number of such payment; (ii) the name and address of the person to whom each such payment is due, which may be the Authority in the case of reimbursement for costs theretofore paid by the Authority; (iii) the respective amounts to be paid; (iv) the purpose by general classification for which each obligation to be paid was incurred; (v) that obligations in the stated amounts have been incurred by the Authority or a constituent thereof and are presently due and payable and that each item thereof is a proper charge against the 2026 Bonds Project Fund and has not been previously paid from said fund; and (vi) that there has not been filed with or served upon the Authority notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in such Requisition, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law. Each such Requisition of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

(b) When the Authority determines that the portion of the Project funded with the 2026 Bonds has been completed, a Certificate of the Authority shall be delivered to the Trustee by the Authority stating: (i) the fact and date of such completion; (ii) that all of the costs thereof have been determined and paid (or that all of such costs have been paid less specified claims that are subject to dispute and for which a retention in the 2026 Bonds Project Fund is to be maintained in the full amount of such claims until such dispute is resolved); and (iii) that the Trustee is to transfer the remaining balance in the 2026 Bonds Project Fund relating to such 2026 Bonds, less the amount of any such retention, to the Revenue Fund or, if so directed by the Authority, to the Rebate Fund.

Section 46.03. 2026 Costs of Issuance Fund. The monies set aside and placed in the 2026 Costs of Issuance Fund shall be expended for the purpose of paying the Costs of Issuance of the 2026 Bonds. Before any payment from the 2026 Costs of Issuance Fund shall be made by the Trustee, the Authority shall file or cause to be filed with the Trustee a requisition of the Authority (each a "Requisition"), such Requisition to be signed by an Authorized Representative and to include: (i) the item number of such payment; (ii) the name and address of the person to whom each such payment is due, which may be the Authority in the case of reimbursement for costs theretofore paid by the Authority; (iii) the respective amounts to be paid; (iv) the purpose by general classification for which each obligation to be paid was incurred; and (v) that obligations in the stated amounts have been incurred by the Authority and are presently due and payable and that each item thereof is a proper charge against the 2026 Costs of Issuance Fund and has not been previously paid from said fund. Each such Requisition of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On June 1, 2026, any remaining amounts in the 2026 Costs of Issuance Fund shall be transferred to the 2026 Bonds Project Fund and the 2026 Costs of Issuance Fund shall be closed.

ARTICLE XLVII

MISCELLANEOUS

Section 47.01. Severability. If any covenant, agreement or provision, or any portion thereof, contained in this Seventh Supplemental Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Seventh Supplemental Indenture, and the application of any such covenant, agreement or provision, or portion thereof, to other Persons or circumstances, shall be deemed severable and shall not be affected thereby,

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and this Seventh Supplemental Indenture and the 2026 Bonds issued pursuant hereto shall remain valid, and the Holders of the 2026 Bonds shall retain all valid rights and benefits accorded to them under this Indenture, the Act and the Constitution and statutes of the State.

Section 47.02. Parties Interested Herein. Nothing in this Seventh Supplemental Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, each Credit Provider, if any, and the Holders of the 2026 Bonds, any right, remedy or claim under or by reason of this Seventh Supplemental Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Seventh Supplemental Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, each Credit Provider, if any, and the Holders of the 2026 Bonds.

Section 47.03. Headings Not Binding. The headings in this Seventh Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Seventh Supplemental Indenture.

Section 47.04. Notice Addresses. Except as otherwise provided herein, it shall be sufficient service or giving of notice, request, complaint, demand or other paper if the same shall be duly mailed by registered or certified mail, postage prepaid, addressed to the Notice Address for the appropriate party or parties as provided in Exhibit B hereto. Any such entity by notice given hereunder may designate any different addresses to which subsequent notices, certificates or other communications shall be sent, but no notice directed to any one such entity shall be thereby required to be sent to more than two addresses. Any such communication may also be sent by Electronic Means, receipt of which shall be confirmed.

Section 47.05. Indenture to Remain in Effect. Save and except as amended and supplemented by this Seventh Supplemental Indenture, the Indenture shall remain in full force and effect.

Section 47.06. Effective Date of Seventh Supplemental Indenture. This Seventh Supplemental Indenture shall take effect upon its execution and delivery.

Section 47.07. Execution in Counterparts. This Seventh Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Seventh Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Executive Director

ATTEST:

_____
Clerk of the Board

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

Attachment: Seventh Supplemental Indenture (SBCTA 2026 Bonds), 4910-0595-8745_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

Attachment: Seventh Supplemental Indenture (SBCTA 2026 Bonds), 4910-0595-8745_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

EXHIBIT A

[FORM OF 2026 SERIES A BOND)

No. R-[_____] **$[_____]**

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUE BOND
(LIMITED TAX BONDS)
2026 SERIES A

INTEREST RATE	*MATURITY*	*ISSUE DATE*	*CUSIP*
[___]%	March 1, 20[__]	_____, 2026	796846 ___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [_____] DOLLARS

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a local transportation authority duly organized and existing under and pursuant to the laws of the State of California (the "Authority"), for value received, hereby promises to pay (but solely from Revenues as hereinafter referred to) in lawful money of the United States of America, to the registered owner named above or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount specified above, together with interest thereon from the Issue Date set forth above until the principal hereof shall have been paid, at the interest rate specified above payable on each March 1 and September 1, commencing September 1, 2026 (each, an "Interest Payment Date"). The principal of and premium, if any, on this Bond are payable to the registered Holder hereof upon presentation and surrender of this Bond at the principal office of U.S. Bank Trust Company, National Association, as successor trustee (together with any successor as trustee under the hereinafter defined Indenture, the "Trustee") in Los Angeles, California. Interest on this Bond shall be paid by check drawn upon the Trustee and mailed on the applicable Interest Payment Date to the registered Holder hereof as of the close of business on the Record Date at such registered Holder's address as it appears on the Bond Register. As used herein, "Record Date" means the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which such Interest Payment Date occurs.

This Bond is one of a duly authorized issue of San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds) (the "Bonds") of the series and designation indicated above and is a Current Interest Bond. Said authorized issue of Bonds consists or may consist of one or more Series of varying denominations, dates, maturities, interest rates and other provisions, as in the Indenture provided, all issued or to be issued pursuant to the provisions of the Local Transportation Authority and Improvement Act, constituting Division 19 of the California Public Utilities Code, as amended or supplemented from time to time (the "Act"), Ordinance No. 04-01, adopted by the Authority on June 2, 2004, and approved by at least two-thirds of electors voting on such proposition in the November 2, 2004 election, and any amendments or extensions thereto (the "Ordinance"), the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance, including any future amendments thereto. Such authorized issue of Bonds is not limited in aggregate principal amount, except as otherwise provided in the Indenture, the Ordinance, and the Act, and consists or may consist of one or more series of varying denominations, dates, maturities, interest rates

and other provisions, as in the Indenture provided. This Bond is issued pursuant to an Indenture, dated as of March 1, 2012, as supplemented, including as supplemented by a Seventh Supplemental Indenture, dated as of January 1, 2026 (the "Seventh Supplemental Indenture"), each between the Authority and the Trustee and hereinafter referred to collectively as the "Indenture." Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Indenture.

THIS BOND IS A LIMITED TAX BOND OBLIGATION OF THE AUTHORITY PAYABLE SOLELY FROM REVENUES AS DEFINED AND PROVIDED IN THE INDENTURE AND CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE AND THE AUTHORITY IS NOT OBLIGATED TO PAY THIS BOND EXCEPT FROM REVENUES AND THOSE CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE. THIS BOND DOES NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA (THE "STATE") OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN THE AUTHORITY, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION OF THE STATE. THE GENERAL FUND OF THE AUTHORITY IS NOT LIABLE, AND THE CREDIT OR TAXING POWER (OTHER THAN AS DESCRIBED HEREIN) OF THE AUTHORITY IS NOT PLEDGED, FOR THE PAYMENT OF THE BONDS, THEIR INTEREST, OR ANY PREMIUM DUE UPON REDEMPTION OF THE BONDS. THE BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, LIEN OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE AUTHORITY OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE REVENUES AND THE CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE.

Reference is hereby made to the Indenture, the Ordinance and the Act for a description of the terms on which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the pledge of Revenues and certain other funds and the rights of the registered Holders of the Bonds and all the terms of the Indenture are hereby incorporated herein and constitute a contract between the Authority and the registered Holder from time to time of this Bond, and to all the provisions thereof the registered Holder of this Bond, by its acceptance hereof, consents and agrees. Additional Bonds may be issued and other indebtedness may be incurred on a parity with the Series of Bonds of which this Bond is a part, but only subject to the conditions and limitations contained in the Indenture, the Ordinance and the Act.

This Bond is payable as to both principal and interest, and any premium upon redemption hereof, exclusively from the Revenues and other funds pledged under the Indenture, which consist primarily of the amounts available for distribution to the Authority on and after April 1, 2010 on account of the retail transactions and use tax imposed in San Bernardino County pursuant to the Act and the Ordinance, after deducting amounts payable by the Authority to the State Board of Equalization for costs and expenses for its services in connection with the retail transactions and use taxes collected pursuant to the Act, all as provided in the Indenture, and the Authority is not obligated to pay the principal of and interest on this Bond except from Revenues and certain other funds pledged thereunder.

This Bond shall be deliverable in the form of a fully registered Bond in denominations of $5,000 and any multiple thereof (such denominations being referred to herein as "Authorized Denominations").

Attachment: Seventh Supplemental Indenture (SBCTA 2026 Bonds), 4910-0595-8745_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

Optional Redemption Provisions

Bonds shall be subject to optional redemption as specified in the Indenture.

Amendments and Modifications

The rights and obligations of the Authority and of the Beneficial Owners, registered Holders and registered Owners of the Bonds may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Indenture, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered Holders of Bonds.

Transfer and Exchange Provisions

This Bond is transferable or exchangeable as provided in the Indenture, only upon the bond registration books maintained by the Trustee, by the registered Holder hereof, or by his or her duly authorized attorney, upon surrender of this Bond at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Holder or his or her duly authorized attorney, and thereupon a new Bond or Bonds of the same series, maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, upon payment of any charges therein prescribed.

Persons Deemed Holders

The person in whose name this Bond is registered shall be deemed and regarded as the absolute Holder hereof for all purposes, including receiving payment of, or on account of, the principal hereof and any redemption premium and interest due hereon.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, the Act and the Ordinance, and that this Bond, together with all other indebtedness of the Authority payable out of Revenues, is within every debt and other limit prescribed by the Constitution and statutes of the State of California, the Act and the Ordinance.

Attachment: Seventh Supplemental Indenture (SBCTA 2026 Bonds), 4910-0595-8745_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF the San Bernardino County Transportation Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its duly authorized representatives all as of the Issue Date set forth above.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By:_____
President of the Board of Directors

Attest:

_____
Clerk of the Board
San Bernardino County Transportation Authority

By:_____
Auditor-Controller

Attest:

_____
Clerk of the Board
San Bernardino County Transportation Authority

Attachment: Seventh Supplemental Indenture (SBCTA 2026 Bonds), 4910-0595-8745_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

[FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the 2026 Bonds described in the within mentioned Indenture and was authenticated on the date set forth below.

Date of Authentication: _____ __, 2026

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Signatory

Attachment: Seventh Supplemental Indenture (SBCTA 2026 Bonds), 4910-0595-8745_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

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[DTC LEGEND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered Owner hereof, Cede & Co., has an interest herein.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

(Please Print or Type Name and Address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
TAX IDENTIFICATION NUMBER OF ASSIGNEE

_____

_____

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature:

_____

(Signature of Assignor)

Notice: The signature on this assignment must correspond with the name of the registered Holder as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

_____

Notice: Signature must be guaranteed by an eligible guarantor firm.

Attachment: Seventh Supplemental Indenture (SBCTA 2026 Bonds), 4910-0595-8745_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

EXHIBIT B

NOTICE ADDRESSES

To the Authority:
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: Executive Director
Telephone: (909) 884-8276
Fax: (909) 885-4407

To the Trustee:
U.S. Bank Trust Company, National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Global Corporate Trust
Telephone: (213) 615-6051
Fax: (213) 615-6197

Attachment: Continuing Disclosure Certificate (SBCTA 2026 Bonds), 4916-8144-3417_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

Stradling Draft of 11/18/2025

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate"), dated _____ __, 2026, is executed and delivered by the San Bernardino County Transportation Authority (the "Authority") in connection with the issuance of $_____ aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Bonds, 2026 Series A (Limited Tax Bonds) (the "Bonds"). The Bonds are being issued pursuant to an Indenture dated as of March 1, 2012 (the "2012 Indenture"), as supplemented by a First Supplemental Indenture, dated as of March 1, 2012 (the "First Supplemental Indenture"), a Second Supplemental Indenture, dated as of March 1, 2014 (the "Second Supplemental Indenture"), a Third Supplemental Indenture, dated as of April 1, 2019 (the "Third Supplemental Indenture"), a Fourth Supplemental Indenture, dated as of June 1, 2021 (the "Fourth Supplemental Indenture"), a Fifth Supplemental Indenture, dated as of March 1, 2022 (the "Fifth Supplemental Indenture"), a Sixth Supplemental Indenture, dated as of December 1, 2023 (the "Sixth Supplemental Indenture") and a Seventh Supplemental Indenture, dated as of January 1, 2026, (the "Seventh Supplemental Indenture" and, together with the 2012 Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture, the "Indenture"), each between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Pursuant to the Indenture, the Authority covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Authority for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Disclosure Representative" shall mean the designee of the Authority to act as the Disclosure Representative.

"Dissemination Agent" shall mean an entity selected and retained by the Authority, or any successor thereto selected by the Authority. The initial Dissemination Agent shall be U.S. Bank Trust Company, National Association, as trustee under the Indenture.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for Municipal Securities disclosures, maintained on the internet at http://emma.msrb.org.

Attachment: Continuing Disclosure Certificate (SBCTA 2026 Bonds), 4916-8144-3417_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate and any other event legally required to be reported pursuant to the Rule.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at http://emma.msrb.org.

"Official Statement" shall mean the Official Statement of the Authority, dated _____, 2026, relating to the Bonds, as amended or supplemented.

"Participating Underwriters" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean, until otherwise designated by the SEC, EMMA.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the U.S. Securities and Exchange Commission.

"State" shall mean the State of California.

SECTION 3. Provision of Annual Reports.

(a) The Authority shall provide to the Repository, or shall cause the Dissemination Agent to provide to each Repository, not later than 270 days after the end of the Authority's fiscal year, commencing with the fiscal year ending June 30, 2026, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate. Not later than fifteen (15) Business Days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent. The Authority shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the Authority hereunder. The Dissemination Agent may conclusively rely upon such certification of the Authority.

(b) If by fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Authority to determine if the Authority is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB in the manner prescribed by the MSRB.

(d) If the Dissemination Agent is other than the Authority, the Dissemination Agent shall file a report with the Authority certifying that the Disclosure Report has been provided to the MSRB through the EMMA System pursuant to this Disclosure Certificate.

Attachment: Continuing Disclosure Certificate (SBCTA 2026 Bonds), 4916-8144-3417_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

SECTION 4. Content of Annual Reports. The Authority's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Authority for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Authority's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An update (as of the most recently ended fiscal year of the Authority) for the table entitled "San Bernardino County Transportation Authority Sales Tax Revenues" set forth in the Official Statement under the caption "THE SALES TAX — Historical Sales Tax Revenues."

(c) An update (as of the most recently ended fiscal year of the Authority) for the Coverage Ratio set forth on [page 21] of the Official Statement.

(d) A summary of all Bonds and Parity Obligations Outstanding as of the most recently ended fiscal year of the Authority.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Authority is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Authority shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Authority shall provide (or cause to be provided) notice to the MSRB of the occurrence of any of the following events numbered 1-10 with respect to Bonds and in a timely manner but not later than ten business days after the occurrence of the event. The notice shall be in an electronic format and contain such identifying information as is prescribed by the MSRB.

(1) Principal and interest payment delinquencies;

(2) Unscheduled draws on debt service reserves reflecting financial difficulties;

(3) Unscheduled draws on credit enhancements reflecting financial difficulties; [(A)]

(4) Substitution of credit or liquidity providers, or their failure to perform; [(A)]

(5) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(6) Tender offers;

(7) Defeasances;

(8) Rating changes;

(9) Bankruptcy, insolvency, receivership or similar event of the obligated person; or

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

(10) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Authority, any of which reflect financial difficulties.

(b) The Authority shall provide (or cause to be provided) to the MSRB notice of the occurrence of any of following events numbered 11-17 with respect to Bonds, if material and in a timely manner but not later than ten business days after the occurrence of the event. Such notice shall be in an electronic format and contain such identifying information as is prescribed by the MSRB.

(11) Modifications to rights of Bondholders;

(12) Bond calls; [(B)]

(13) Release, substitution, or sale of property securing repayment of Bonds;

(14) Non-payment related defaults;

(15) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(16) Appointment of a successor or additional trustee or the change of name of a trustee; or

(17) Incurrence of a financial obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar

Attachment: Continuing Disclosure Certificate (SBCTA 2026 Bonds), 4916-8144-3417_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

terms of a financial obligation of the Authority, any of which affect Bondholders, if material.

Note:

(A) The Authority has not obtained or provided, and does not expect to obtain or provide, any credit enhancements or credit or liquidity providers for the Bonds.

(B) Any scheduled redemption of Bonds pursuant to mandatory sinking fund redemption requirements does not constitute a Specified Event within the meaning of the Rule.

(c) For purposes of the events identified in paragraphs (a)(10) and (b)(18) above, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(d) The Authority acknowledges that it must make a determination whether a Specified Event listed in subsection (b) is material under applicable federal securities laws in order to determine whether a filing is required under subsection (b).

SECTION 6. Termination of Reporting Obligation. The obligations of the Authority and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Authority shall give notice of such termination in the same time and manner as for a Listed Event under Section 5(f) hereof.

SECTION 7. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by providing at least 30 days' notice in writing to the Authority.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Authority may amend this Disclosure Certificate, provided no amendment increasing or affecting the obligations or duties of the Dissemination Agent shall be made without the consent of such party, and any provision of this Disclosure Certificate may be waived if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the Authority and the Dissemination Agent to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the Authority shall have no obligation

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under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions, as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Authority to comply with this Disclosure Certificate shall be an action to compel performance. This is the first continuing disclosure undertaking by the Authority.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Authority agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in connection with the exercise or performance of their respective powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall also be entitled to any further protections and limitations from liability afforded to the Trustee under Article VIII of the Indenture, as if such provisions were fully set forth herein. The Dissemination Agent shall be paid compensation by the Authority for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Authority, the Bondholders, or any other party. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

[*REMAINDER OF PAGE LEFT BLANK*]

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Executive Director

Receipt Acknowledged By:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____
Authorized Officer

Attachment: Continuing Disclosure Certificate (SBCTA 2026 Bonds), 4916-8144-3417_5 (11807 : Adopt Resolution No. 26-007, Approve Bonding

Minute Action

AGENDA ITEM: 20

Date: December 3, 2025

Subject:
Board Member Appointments and Opportunities to Serve

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

A. Approve the appointments of Mayor Pro Tem Alan Wapner, City of Ontario, to serve as the primary member, and Mayor John Dutrey, City of Montclair, to serve as the alternate member, on the Southern California Regional Rail Authority Board for terms expiring December 31, 2029.

B. Note the dissolution of the Council of Governments Ad Hoc Committee and the Housing Trust Ad Hoc Committee.

Note the following opportunities to serve as a representative of SBCTA to external agencies. The Board is the appointing authority for Recommendations C-D:

C. Note the opportunity for one Board Member to serve on the Gold Line Phase II Joint Powers Authority as the primary member, for a two-year term expiring December 31, 2027.

D. Note the opportunity for one Board Member to serve on the SCAG Regional Council representing SBCTA, for a two-year term expiring December 31, 2027.

Note the following opportunities to serve on SBCTA and/or SBCOG Committees and boards or commissions of external agencies. The Board President is the appointing authority for Recommendations E - G:

E. Note the opportunity for three Valley Board Members to serve on the SBCTA Transit Committee, for a two-year term expiring December 31, 2027.

F. Note the opportunity for one Board Member to serve on the Inland Regional Energy Network Program Executive Committee, for a two-year term expiring December 31, 2027.

G. Note the opportunity for three members to serve on the Southern California Association of Governments (SCAG) Community, Economic and Human Development Policy Committee; three members to serve on the SCAG Energy and Environment Policy Committee; and one member to serve on the SCAG Transportation Committee, for two-year terms expiring December 31, 2027.

Background:
Recommendation A: The San Bernardino County Transportation Authority (SBCTA) Board of Directors is the appointing authority for Southern California Regional Rail Authority (SCRRA) appointments, based on a recommendation made by the SBCTA Transit Committee. SCRRA is a Joint Powers Authority made up of an 11-member Board representing the Transportation Commissions of Los Angeles, Orange, Riverside, San Bernardino and Ventura counties. The SCRRA primary and alternate members serve on the SBCTA Transit Committee concurrent with their term on the SCRRA Board of Directors. The terms for Mayor Pro Tem Alan Wapner,

City of Ontario, serving as a primary member, and Mayor John Dutrey, City of Montclair, serving as an alternate member, expire on December 31, 2025.

An item was taken to the November 13, 2025 Transit Committee meeting, where the Committee recommended for Board approval the reappointments of Mayor Pro Tem Alan Wapner and Mayor John Dutrey to serve on the SCRRA Board, for four-year terms expiring December 31, 2029.

The SCRRA Board meets on the 4th Friday of each month at 10:00 AM, with the exception of November and December when meetings take place on the 2nd Friday due to holidays. Meetings are held at the Los Angeles County Metropolitan Transportation Authority (Metro) Board Room located at One Gateway Plaza, in Los Angeles. Members of the SCRRA Board receive a stipend of $100, paid by SCRRA for participation.

Recommendation B: This recommendation is to notice the dissolution of the Council of Governments Ad Hoc Committee, established on May 1, 2024, and the dissolution of the Housing Trust Ad Hoc Committee, established on January 4, 2023. Both Ad Hoc Committees have completed their purpose. Per Article V., section D of the San Bernardino Council of Governments (SBCOG) Bylaws. the SBCOG Board President has the authority to create ad hoc committees to study specific projects or matters, subject to the concurrence of the Board of Directors as necessary.

The remainder of this item apprises the Board of Directors of all upcoming opportunities for appointment to SBCTA/SBCOG Policy Committees and other appointments to external agencies' boards and committees. The current appointed members can request reappointment and have been identified in each recommendation below. Any Board Members interested in appointment or reappointment shall notify the Clerk of the Board.

Recommendations C - D: Appointing Authority - Board of Directors

Recommendations C and D are appointment opportunities under the Board's authority and require Board approval.

Recommendation C: This recommendation is to notice the opportunity for one Board Member to serve on the Gold Line Phase II Joint Powers Authority (JPA) as the primary member for a two-year term expiring on December 31, 2027. The Gold Line Phase II JPA is formed by the 14 cities along the corridor and San Bernardino County Transportation Authority (SBCTA). It is the forum to help with the planning, funding, design and construction of the Gold Line from Pasadena east. The JPA Agreement (section 26.a.) prohibits withdrawal of members from the JPA. Members of the Gold Line Phase II JPA receive a stipend of $150, paid by the Gold Line Authority for participation. This appointment requires Board approval.

- Mayor John Dutrey, City of Montclair, is currently serving as the primary member with a term expiring December 31, 2025.

Recommendation D: This recommendation is to notice the opportunity for one Board Member to serve on the Southern California Association of Governments (SCAG) Regional Council representing SBCTA, for a two-year term expiring December 31, 2027. SBCTA, as a dues paying member of SCAG and serving as a County Transportation Commission, has a seat on the SCAG Regional Council. SCAG Regional Council meets the first Thursday of each month. SCAG Regional Council members receive a stipend of $150 for attendance and travel to SCAG

sponsored meetings. Regional Council members are eligible to receive up to six per diem stipends per month, paid by SCAG.

- Mayor Pro Tem Alan Wapner, City of Ontario, is currently serving as the SBCTA Appointee with a term expiring December 31, 2025.

Recommendations E – G: Appointing Authority - Board President

SBCTA Policy No. 10020 authorizes the SBCTA President to make Presidential appointments to the SBCTA Transit Policy Committee, SCAG Policy Committees, and other such regular or special committee appointments as may be approved by action of the Board of Directors. Recommendations E - G are under the Board President's authority. Any Presidential appointments made will be noticed in the next Board agenda.

Recommendation E: This recommendation is to notice the opportunity for three Valley Board Members to serve on the SBCTA Transit Committee for two-year terms expiring December 31, 2027. The Transit Committee provides policy guidance and recommendations to the SBCTA Board of Directors and SCRRA delegates with respect to commuter rail and transit service. Board Members shall receive a stipend for each SBCTA policy committee, not to exceed $100 per day.

The following members currently serve as Valley representatives with terms expiring December 31, 2025:

- Mayor Frank Navarro, City of Colton;
- Mayor Acquanetta Warren, City of Fontana; and
- Mayor L. Dennis Michael, City of Rancho Cucamonga.

Recommendation F: This recommendation is to notice the opportunity for one Board Member to serve on the Inland Regional Energy Network (I-REN) Program Executive Committee for a one-year term expiring December 31, 2027. The I-REN Executive Committee, consisting of three representative votes from each entity (SBCOG, WRCOG, and CVAG), meets on a quarterly basis. The Committee has the final responsibility to make all executive decisions regarding overall I-REN prioritization, manage portfolio–level budgets, program design, authorize relevant California Public Utilities Commission (CPUC) regulatory filings and provide authorization for any procurements. These members receive a stipend of $100, paid by SBCOG for participation.

- Mayor Bill Hussey, City of Grand Terrace, is currently serving as the appointed member with a term expiring December 31, 2025.

Recommendation G: This recommendation is to notice the opportunities for three SBCTA Board members to serve on the SCAG Community, Economic, and Human Development Policy Committee (CEHD); three members to serve on the SCAG Energy and Environment Policy Committee (EEC); and one member to serve on the SCAG Transportation Committee (TC), for two-year terms expiring December 31, 2027. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of $150 for up to four Policy or Task Force meetings per month, paid by SCAG. Terms of appointment expire December 31 of odd-numbered years.

The following members are currently serving as subregional appointees to the SCAG policy committees with terms expiring December 31, 2025:

- Mayor Bill Hussey, City of Grand Terrace – SCAG CEHD
- Mayor Joe Baca, City of Rialto – SCAG CEHD
- Council Member Judy Woolsey, City of Yucaipa – SCAG CEHD
- Council Member Art Bishop, Town of Apple Valley – SCAG EEC
- Council Member Carmen Hernandez, City of Barstow (Alternate) – SCAG EEC
- Vice Mayor Brian Johsz, City of Chino Hills (Alternate) – SCAG EEC
- Mayor L. Dennis Michael, City of Rancho Cucamonga – SCAG TC

SBCTA/SBCOG Board Members that are interested in any of the listed opportunities, should notify Marleana Roman, Clerk of the Board, at mroman@gosbcta.com. A listing of SBCTA/SBCOG Appointments to External Agencies, SBCTA Representatives on SCAG Committees and SBCTA Policy Committee Membership is included in the appendix of the SBCTA Board of Directors agenda.

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

Reviewed By:
Recommendation A was reviewed and unanimously approved by the Transit Committee on November 13, 2025. The remainder of the item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board so that the full Board is apprised of opportunities to serve.

Responsible Staff:
Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 21

Date: December 3, 2025

Subject:
SB 707 - Revise Policies - Rules for Addressing the Board of Directors & Policy Committees & Receive Copy of the Brown Act

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

A. Approve revisions to Policy No. 10000 Section XII.A.2, Policy No. 10007 Section IX.A.2, and Policy No. 10020 Section IX.A.1 and A.2 - Rules for Addressing the Board of Directors & Policy Committees, to remove references to Government Code § 54954.3(a).

B. Approve revisions to Meeting Procedures and Rules of Conduct in accordance with revised Policies and new State law relating to remote participation by any legislative body members with a disability.

Background:
On June 7, 2023, the Board of Directors (Board) approved revisions to Policy No. 10052, to be in accordance with Government Code § 54954.3 (a), to provide that no public comment will be allowed on any item previously considered at a Policy Committee meeting where an opportunity for public comment was provided, unless the item has substantially changed since the committee heard the item. In addition, revisions were made to the San Bernardino County Transportation Authority's (SBCTA) "Meeting Procedures and Rules of Conduct", which is included in Board and Committee agendas, to align with revised Policy No. 10052. On May 7, 2025, the Board rescinded Policy No. 10052 and incorporated its content into Policy Nos. 10000, 10007, and 10020.

Revisions have been made to the Brown Act under Senate Bill (SB) 707. Effective January 1, 2026, Government Code § 54954.3(a)(2) adds a requirement that in order to skip public comment on a consent calendar item previously discussed at a committee meeting, a quorum of the committee must have participated in person from a single, publicly accessible location within jurisdictional boundaries. Therefore, SBCTA needs to allow public comment on consent items at Board meetings that were previously agendized for any of our committees if a quorum of the committee was not physically present at the meeting. Because this would be challenging to enforce on an individual item basis, this change requires us to modify our current agenda language, Policies, and Meeting Procedures.

Revisions made remove the language indicating no public comment will be allowed during a Board meeting on any item previously considered at a Policy Committee meeting where an opportunity for public comment was provided. Internal processes will also be updated to reflect new conditions.

Additionally, SB 707 amends Government Code § 54953 by allowing remote participation as a reasonable accommodation for any member of the Board of Directors or a Policy Committee with a disability without complying with otherwise applicable teleconferencing requirements, so

long as the member participates through both audio and visual technology (or just audio technology if the disability warrants a need for off-camera participation) and discloses their relationship to all individuals 18 years or older present at the remote location prior to any action taken at the meeting. Such remote participation must be treated as in-person attendance at the meeting's physical location for all purposes. Language was added to the Meeting Procedures and Rules of Conduct to memorialize this State law change. As a reminder, this Board took action on January 4, 2023, to not facilitate implementation of teleconferencing for "emergency circumstances" and "just cause" (Assembly Bill 2449).

Lastly, SB 707 also amends Government Code § 54952.7 to require local agencies to "provide a copy of this chapter to any person elected or appointed to serve as a member of a legislative body of the local agency." This will be provided to all Board Members after January 1, 2026, and a copy will be provided to new Board Members as part of their onboarding process.

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

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board so that appropriate revisions are made prior to the January 1, 2026 effective date. SBCTA General Counsel has reviewed this item and the revised Policies and Meeting Procedures.

Responsible Staff:
Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

San Bernardino County Transportation Authority/San Bernardino Council of Governments		**Policy**	**10000**
Adopted by the Board of Directors	March 1, 1989	Revised	~~10~~12/~~01~~03/25
Policy Committees		Revision No.	~~21~~22

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| Purpose | References | Membership Structure & Composition | Membership Terms | Participation of Alternates | Determining Quorum | Member Absences | Meeting Dates/Times | Committee Responsibilities | Agenda Placement | Payment of Stipends | Addressing the Committee | Revision History |

I. PURPOSE

The Board of Directors has created a number of Policy Committees for the purpose of providing oversight and policy guidance relative to the development and implementation of San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Goverments (SBCOG) programs. These standing Policy Committees provide opportunities for more thorough discussion and understanding of issues in particular functional or geographic areas, and allow for the involvement of all county supervisors and representatives from each of the cities within the County.

The purpose of this policy is to establish guidelines as they relate to Policy Committee meetings, memberhip composition, and Committee roles and responsibilities.

II. REFERENCES

California Government Code § 54954.3(a)
Policy 10108, Travel and Reimbursement of Expenses
Policy 11000, Contracting and Procurement Policy
Policy 40020, Independent Taxpayer Oversight Committee (ITOC)

III. MEMBERSHIP STRUCTURE AND COMPOSITION

Membership on policy committees shall consist of members of the Board of Directors. Committees shall be structured so that a quorum of any committee shall not also constitute a quorum of any other committee.

A. General Policy Committee

The General Policy Committee (GPC) shall be structured to ensure balanced participation by representatives from the East Valley, West Valley, and Mountain/Desert subregions as follows:

- Board President, Vice-President, and Immediate Past President (“Board Officer”)
- Chairpersons of all Policy Committees and Board of Directors Metro Valley Study Session (MVSS)
- 4 East Valley members (3 City, 1 County)
- 4 West Valley members (3 City, 1 County)
- 4 Mountain/Desert members (3 City, 1 County)
- City and County members who serve as officers of the Board of Directors, or as chairpersons of Policy Committees or MVSS are counted as one of the members in each subregion.

Membership not held by a Board Officer or chair of a Policy Committee or MVSS shall be elected by caucus of the City or County representatives on the Board of Directors.

Additional members may be added to maintain geographical balance if the chairs of each Committee and the Board Officers are all from either the East Valley, West Valley or Mountain/Desert subregions.

Additional members may also be appointed annually at the discretion of the Board President.

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B. Legislative Policy Committee

The Legislative Policy Committee (LPC) shall be structured to ensure balanced participation, to the extent practicable, by representatives from the East Valley, West Valley, and Mountain/Desert subregions as follows:

- Board President, Vice-President, and Immediate Past President
- Six Board Members appointed by the Board President as follows:
  - 2 East Valley members
  - 2 West Valley members
  - 1 Mountain/Desert member
  - 1 County member

C. Mountain/Desert Policy Committee

Due to funding sources and the geographic nature of issues under their purview, the membership of the Mountain/Desert Policy Committee (MDC) shall be limited by geographic area as follows:

- All Board Members representing jurisdictions in the Mountain/Desert subregion

D. Transit Policy Committee

The Transit Policy Committee (TC) is comprised of both Valley and Mountain/Desert subregion representatives as follows:

- 10 Valley members as follows:
  - The two Southern California Regional Rail Authority (SCRRA) primary members
  - The two SCRRA alternate members
  - Up to 6 Valley members appointed by the Board President with an emphasis on ensuring representation from communities with large transit and rail capital projects actively under development
- 2 Mountain/Desert Board Members appointed by the Board President

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IV. POLICY COMMITTEE RESPONSIBILITIES

A. General Policy Committee

The responsibilities of the GPC shall be to:

- Provide general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organizational integrity.
- Provide policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization.
- Provide policy direction related to regional and subregional transportation planning, activities related to the Southern California Association of Governments (SCAG), Air Quality Management Districts, fund administration not specific to a geographic area or to a specific project, Measure I Strategic Plan, Air Quality/Mobility Programs, and inter-county coordination on planning issues of mutual interest.
- Provide oversight of policies, programs and activities of the San Bernardino Council of Goverments.
- Serve as policy review committee for any program area which lacks active policy committee oversight.
- Serve as nominating committee for the Independent Taxpayer Oversight Committee (ITOC). (Policy No. 40020)
- Serve as audit oversight. The responsibilities of audit oversight shall be to:
  - Provide a direct contact between the independent auditor and the Board of Directors before, during, and after the annual audit.

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- Work with the auditor and staff on reviewing and implementing practices and controls identified in the annual audit.
- Provide auditor with direct access to the Executive Board (Board President, Vice-President, and Immediate Past President).

B. Legislative Policy Committee

The responsibilities of the LPC shall be to:

- Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body or agency.
- Review and provide input on drafting of State and Federal legislative platform.
- Make recommendations to the Board of Directors on adoption of State and Legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations.
- Consistent with the Board-adopted platform, take official positions of support or opposition to State and Federal legislation or regulations on behalf of the Board of Directors and report all positions taken to the Board in a timely manner.
  - The item is placed on the subsequent regular meeting agenda of the Board as an Informational Item.
- Receive periodic updates from staff on State and Federal legislative issues.

C. Mountain/Desert Policy Committee

The responsibility of the MDC shall be to:

- Provide ongoing policy level oversight related to the full array of SBCTA/SBCOG responsibilities as they pertain specifically to the Mountain/Desert subregion.
- Provide oversight and implement the Measure I Mountain/Desert Expenditure Plan.

D. Transit Policy Committee

The responsibility of the TC shall be to:

- Provide policy guidance and recommendations to the Board of Directors and SCRRA delegates with respect to commuter rail and transit services in San Bernardino County.
- Provide policy guidance and recommendations to the Board of Directors regarding multi-modal mobility programs.

V. MEMBERSHIP TERMS

There is no maximum number of terms a Board Member may serve on any Policy Committee.

A. General Policy Committee

Membership shall be for one year from July 1 to June 30 to be consistent with the terms of the Board Officers and Policy Committee Chairs.

B. Legislative Policy Committee

Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years.

C. Mountain/Desert Policy Committee

Membership is for the term of the members of the Board of Directors.

D. Transit Policy Committee

Membership shall consist of two-year terms, to be staggered in such a manner that terms of half of the membership expire annually on December 31, with the exception of the SCRRA representatives whose terms coincide with their respective SCRRA appointment.

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VI. PARTICIPATION OF ALTERNATES – MOUNTAIN/DESERT POLICY COMMITTEE ONLY

A. Participation of alternates is only permissible for MDC. Should a regular City member of the MDC be unable to attend a meeting, then the designated alternate for that City may participate and vote in the MDC meeting as the regular Board Member representing that City.

B. When attendance is taken at a meeting, the regular member or alternate answering as "present" will be that City's representative for the entirety of the meeting except in the following circumstances:

   1. If the alternate answered "present" and the regular member subsequently arrives, the regular member shall represent the City for the remainder of the meeting; or,

   2. If the regular member answered "present" and then subsequently affirmatively cedes to the alternate, the alternate shall represent the City for the remainder of the meeting.

C. No City may have more than one representative participating in a meeting at the same time.

D. In the event both a City's representative and alternate participate in a single meeting, pursuant to VI.B. above, only one stipend and mileage reimbursement will be paid. The member and alternate may jointly advise the Clerk of the Board which individual shall receive the stipend and mileage reimbursement. In the event no such joint direction is provided, the individual answering "present" when attendance is taken shall receive the stipend and mileage reimbursement.

VII. DETERMINING QUORUM

A quorum shall consist of a majority of the membership of each Policy Committee. In the absence of a quorum, committee members in attendance may consider, discuss, and make recommendations to the Board regarding items on the committee agenda for Board action at its regular meetings, but may not take any final action (such as electing a Committee Chair and Vice-Chair, or, in the case of LPC, adopting a position on a bill).

VIII. MEMBER ABSENCES

The regular participation of Policy Committee Members is encouraged and essential for appropriate policy oversight and staff direction.

Recognizing that unavoidable absences will occur on an occasional basis, the following procedure is established to address member absences in order to ensure active participation in Policy Committee activities or, as appropriate, to provide the opportunity for rotation of responsibilities to other interested Board Members.

1. Staff shall notify the Board President in the event that any one Policy Committee Member's unexcused absence from three consecutive Policy Committee meetings.

2. Upon notification by staff, the Board President, or his/her designee, shall contact the Policy Committee Member to discuss the record of absences.

3. Based upon information obtained from the Policy Committee Member and knowledge of the Policy Committee activities, the Board President shall make a determination relative to retention or replacement of the Policy Committee Member.

4. Replacement or appointment of a new Policy Committee Member shall be made in accordance with Section III. above.

IX. MEETING DATES AND TIMES

The Board of Directors has established a standard schedule of one meeting of each Policy Committee per month. Every effort will be made to maintain the standard monthly meeting schedule, which maximizes Board Member participation and maintains momentum on critical agency business.

A. <u>Scheduling Meetings</u>

   1. An annual calendar of Policy Committee meeting dates shall be prepared and presented for adoption. Preparation of the annual meeting calendar will serve to provide advance notice of scheduled meetings and to identify holidays or other events which might impact the standard schedule.

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2. In July of each each year, Policy Committee meetings will not be held.
3. When holidays impact the established meeting schedule, staff will propose an alternative meeting date. When possible, adjusted meeting dates and times will be consolidated to maximize convenience and efficient use of Board Members' time.
4. On occasion, regularly scheduled meetings may conflict with major events which are attended by Board Members. When such instances occur, the potential conflict will be announced to the Policy Committee(s). Every attempt will be made to maintain the established meeting schedule to ensure that the business of the agency is continued. In those instances when a potential lack of quorum has been confirmed, a revised meeting schedule may be proposed.

B. Procedure for Adjusting Meeting Schedules

1. Staff will attempt to identify the need for adjusted meeting schedules during the preparation of the annual meeting calendar. Adjustments to the regular meeting schedule may be proposed for adoption as part of the annual meeting calendar.
2. Should adjustments to the adopted annual meeting calendar be required, Executive Staff will confer with the Committee Chair.
3. Upon approval by Executive Staff and the Committee Chair, staff will notify Committee Members, interested parties, and the public of the adjusted meeting schedule. Adjusted meeting schedules will be posted on the SBCTA website as soon as possible following notification to Committee Members and interested parties.

C. Notice of Policy Committee Meetings

All Policy Committee meetings shall be noticed and posted in accordance with the Ralph M. Brown Act.

X. COMMITTEE MEETING AGENDAS

Policy Committee agendas shall contain a listing of action items which, as appropriate, incorporates informational, and discussion items. The following rules shall apply in consideration of the listing of items:

A. InformatIonal Calendar

1. Items listed as Informational do not require a vote, and are expected to be routine and non-controversial in nature.

B. Discussion Calendar

1. Items placed on the discussion calendar are presented to the Committee to enhance understanding of issues and promote development of informed policy debate and direction.
2. Discussion items may be controversial in nature, or carry significant program, policy or fiscal impact.

C. Committee/MVSS Review

1. It shall be the standard practice for all action items placed before the Board of Directors to be considered first by an appropriate Policy Committee or MVSS.
2. A Policy Committee may establish the appropriate placement of items on either consent or discussion calendar of the Board of Directors. In the instance of two or more minority votes at a Policy Committee, the item shall be placed on the discussion calendar of the Board.
3. The Policy Committee may consider and make recommendations on any items coming before the committee. The Policy Committee may recommend approval, denial, or modification of staff recommendations.
4. All recommended actions being presented to the Board of Directors shall contain the Policy Committee recommendation. If the recommendation is made by less than a quorum, it shall be noted on the Board agenda item.
5. The Board of Directors makes the final determination on all recommendations made by Policy Committees.

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XI. PAYMENT OF STIPEND AND EXPENSE REIMBURSEMENT

A. SBCTA Board Members shall receive a stipend of $100 for their participation in Policy Committee meetings, with the exception of Legislative Policy Committee (LPC). No stipend shall be paid for attendance at LPC meetings.

B. Board Members will be reimbursed for reasonable and necessary expenses when performing duties related to his or her role as a Policy Committee Member, consistent with the rules adopted in the agency Personnel Policies for regular SBCTA employees.

C. No Board Member shall be paid more than one stipend payment for any one day.

XII. RULES FOR ADDRESSING THE POLICY COMMITTEE

In order to ensure that all interested members of the public are afforded the opportunity to address items of concern, the following rules shall apply when addressing Committee Members during Policy Committee meetings.

A. Opportunity to Speak

1. Any member of the public may address the Committee:
   a. On any agenda item before or during the Committee's consideration of the item.
   b. On any matter not on the agenda that is within the subject matter jurisdiction of that particular Policy Committee at the time provided on the agenda for public comment.

~~2. In accordance with Government Code § 54954.3(a), no public comment will be allowed during a Board meeting on any item previously considered by a Policy Committee, where the opportunity for public comment was provided, unless the item has substantially changed since the Committee heard the item.~~

~~3~~2. All members of the public wishing to address the Committee as provided herein may submit a Request to Speak form in advance of the Committee's consideration of the item. A separate Request to Speak form may be submitted for each item that a person desires to address. When recognized by the Committee Chair, the person wishing to address the Committee shall step up to the podium and announce his or her name.

B. Time Limit

1. The Committee Chair, in the interest of facilitating the business of the Policy Committee, shall limit the amount of time which a member of the public may use in addressing the Committee to three minutes per item, unless the Committee Chair, or a majority of the Policy Committee, determines that a different limit is appropriate. In addition, the Committee Chair, in the interest of facilitating the business of the Policy Committee, shall limit the total amount of time which a member of the public may use in addressing the Committee on all agenda items to twelve minutes, unless the Committee Chair, or majority of the Policy Committee, determines that a different limit is appropriate.

2. An appellant or a named party to an agenda item shall not be subject to the time limitations on that item otherwise specified in B.1. above, but shall be subject to reasonable limitations as determined by the Committee Chair.

C. Disruptive Conduct

In the event that any Policy Committee meeting is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the Committee Chair may recess the meeting or order the person, group, or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting.

Disruptive conduct includes addressing the Committee without first being recognized, not addressing the subject before the Committee, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Committee from conducting its meeting in an orderly manner.

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XIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	03/01/89
1	Added Section III.B: Admin. Committee	12/06/89
2	Added Section III.C: Major Projects	01/02/91
3	Added Section III.D: Mountain/Desert Committee	06/05/91
4	Added Section III.E: Plans and Programs	09/07/94
5	Added Section V: Procedures	02/03/93
6	Added Section IV: Determining Quorum	02/05/97
7	Changed name from Task Force to Committee.	08/05/98
8	Added the following to Par. III.E: "The Plans and Programs Committee shall have the authority to approve expenditures of up to $25,000 with Board of Directors ratification to follow", which was approved by the SANBAG Board on July 5, 2000 for Policy 11000 but was never incorporated into this policy. Added links to Policy 11000.	06/13/03
9	Added par. VI; Revision History changed to par. VII.	01/05/05
10	Revised Par. II: Changed DEFINITIONS to REFERENCES and added Policy 10005. Deleted Par. VI. CANCELLATIONS AND CHANGES. New Policy 10005 establishes the protocols for adjusting major meeting dates and times involving members of the SANBAG Board of Directors	01/09/08
11	Paragraph III.B: Added Audit Subcommittee.	11/05/08
12	Par. III.A: Revised committee name – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009.	04/06/11
13	Par. III.E: Eliminated the Plans and Programs Committee. Agenda items specific to the Valley or the Mountain/Desert will go to the Major Projects or Mountain/Desert committees, respectively. Items of a more general nature or that affect the Count as a whole will go to the Administrative Committee. Change was adopted by the Board on September 5, 2012 (Agenda Item 7).	09/05/12
14	Par. II, III, IV, and V: Incorporated changes resulting from renaming of the Administrative Policy Committee to the General Policy Committee and the reclassification of the Major Projects Committee to the Board of Directors Study sessions for Metro Valley Issues. Changes were approved by the Board of Directors on 10/3/12, Agenda Item 30. Approved 11/7/12, Board Agenda Item 28.	11/07/12
15	Par. III.B: Incorporated changes resulting from eliminating the Audit SubCommittee and assigning the responsibility for that function to GPC. Changes were approved by the Board of Directors on 5/13/15, Agenda Item 5.	05/13/15
16	Par. III.A: Revised committee name – was Commuter Rail and Transit Committee. The name change was approved by the Board on April 6, 2016.	04/06/16
17	Revised to be consistent with SB 1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
18	Revised to add Section III D. Legislative Policy Committee	04/01/20
19	Revised Section IV: Determining Quorum	05/05/21
20	Merged content from Policy Nos. 10000, 10002, 10005, 10010, 10026, 10050 and 10052 to create an all inclusive policy for all Policy Committees. Rescind Policy Nos. 10002, 10005, 10010, 10050, and 10052. Approved 05/07/25, Board Agenda Item 25.	05/07/25
21	Revised Section III.B to increase LPC membership and Section VII to remove contradictory language.	10/01/25
22	Revised Section XII.A to remove reference to Gov. Code § 54954.3(a) per recent updates to the Brown Act.	12/03/25

Attachment: Policy10000_revision (12054 : SB 707 - Revise Policies - Rules for Addressing Board & Committees & Receive Copy of Brown Act)

San Bernardino County Transportation Authority/San Bernardino Council of Governments		**Policy**	**10000**
Adopted by the Board of Directors	March 1, 1989	Revised	12/03/25
Policy Committees		Revision No.	22

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I. PURPOSE

The Board of Directors has created a number of Policy Committees for the purpose of providing oversight and policy guidance relative to the development and implementation of San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Goverments (SBCOG) programs. These standing Policy Committees provide opportunities for more thorough discussion and understanding of issues in particular functional or geographic areas, and allow for the involvement of all county supervisors and representatives from each of the cities within the County.

The purpose of this policy is to establish guidelines as they relate to Policy Committee meetings, memberhip composition, and Committee roles and responsibilities.

II. REFERENCES

California Government Code § 54954.3(a)
Policy 10108, Travel and Reimbursement of Expenses
Policy 11000, Contracting and Procurement Policy
Policy 40020, Independent Taxpayer Oversight Committee (ITOC)

III. MEMBERSHIP STRUCTURE AND COMPOSITION

Membership on policy committees shall consist of members of the Board of Directors. Committees shall be structured so that a quorum of any committee shall not also constitute a quorum of any other committee.

A. General Policy Committee

The General Policy Committee (GPC) shall be structured to ensure balanced participation by representatives from the East Valley, West Valley, and Mountain/Desert subregions as follows:

- Board President, Vice-President, and Immediate Past President (“Board Officer”)
- Chairpersons of all Policy Committees and Board of Directors Metro Valley Study Session (MVSS)
- 4 East Valley members (3 City, 1 County)
- 4 West Valley members (3 City, 1 County)
- 4 Mountain/Desert members (3 City, 1 County)
- City and County members who serve as officers of the Board of Directors, or as chairpersons of Policy Committees or MVSS are counted as one of the members in each subregion.

Membership not held by a Board Officer or chair of a Policy Committee or MVSS shall be elected by caucus of the City or County representatives on the Board of Directors.

Additional members may be added to maintain geographical balance if the chairs of each Committee and the Board Officers are all from either the East Valley, West Valley or Mountain/Desert subregions.

Additional members may also be appointed annually at the discretion of the Board President.

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B. Legislative Policy Committee

The Legislative Policy Committee (LPC) shall be structured to ensure balanced participation, to the extent practicable, by representatives from the East Valley, West Valley, and Mountain/Desert subregions as follows:

- Board President, Vice-President, and Immediate Past President
- Six Board Members appointed by the Board President as follows:
  - 2 East Valley members
  - 2 West Valley members
  - 1 Mountain/Desert member
  - 1 County member

C. Mountain/Desert Policy Committee

Due to funding sources and the geographic nature of issues under their purview, the membership of the Mountain/Desert Policy Committee (MDC) shall be limited by geographic area as follows:

- All Board Members representing jurisdictions in the Mountain/Desert subregion

D. Transit Policy Committee

The Transit Policy Committee (TC) is comprised of both Valley and Mountain/Desert subregion representatives as follows:

- 10 Valley members as follows:
  - The two Southern California Regional Rail Authority (SCRRA) primary members
  - The two SCRRA alternate members
  - Up to 6 Valley members appointed by the Board President with an emphasis on ensuring representation from communities with large transit and rail capital projects actively under development
- 2 Mountain/Desert Board Members appointed by the Board President

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IV. POLICY COMMITTEE RESPONSIBILITIES

A. General Policy Committee

The responsibilities of the GPC shall be to:

- Provide general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organizational integrity.
- Provide policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization.
- Provide policy direction related to regional and subregional transportation planning, activities related to the Southern California Association of Governments (SCAG), Air Quality Management Districts, fund administration not specific to a geographic area or to a specific project, Measure I Strategic Plan, Air Quality/Mobility Programs, and inter-county coordination on planning issues of mutual interest.
- Provide oversight of policies, programs and activities of the San Bernardino Council of Goverments.
- Serve as policy review committee for any program area which lacks active policy committee oversight.
- Serve as nominating committee for the Independent Taxpayer Oversight Committee (ITOC). (Policy No. 40020)
- Serve as audit oversight. The responsibilities of audit oversight shall be to:
  - Provide a direct contact between the independent auditor and the Board of Directors before, during, and after the annual audit.

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- Work with the auditor and staff on reviewing and implementing practices and controls identified in the annual audit.
- Provide auditor with direct access to the Executive Board (Board President, Vice-President, and Immediate Past President).

B. Legislative Policy Committee

The responsibilities of the LPC shall be to:

- Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body or agency.
- Review and provide input on drafting of State and Federal legislative platform.
- Make recommendations to the Board of Directors on adoption of State and Legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations.
- Consistent with the Board-adopted platform, take official positions of support or opposition to State and Federal legislation or regulations on behalf of the Board of Directors and report all positions taken to the Board in a timely manner.
  - The item is placed on the subsequent regular meeting agenda of the Board as an Informational Item.
- Receive periodic updates from staff on State and Federal legislative issues.

C. Mountain/Desert Policy Committee

The responsibility of the MDC shall be to:

- Provide ongoing policy level oversight related to the full array of SBCTA/SBCOG responsibilities as they pertain specifically to the Mountain/Desert subregion.
- Provide oversight and implement the Measure I Mountain/Desert Expenditure Plan.

D. Transit Policy Committee

The responsibility of the TC shall be to:

- Provide policy guidance and recommendations to the Board of Directors and SCRRA delegates with respect to commuter rail and transit services in San Bernardino County.
- Provide policy guidance and recommendations to the Board of Directors regarding multi-modal mobility programs.

V. MEMBERSHIP TERMS

There is no maximum number of terms a Board Member may serve on any Policy Committee.

A. General Policy Committee

Membership shall be for one year from July 1 to June 30 to be consistent with the terms of the Board Officers and Policy Committee Chairs.

B. Legislative Policy Committee

Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years.

C. Mountain/Desert Policy Committee

Membership is for the term of the members of the Board of Directors.

D. Transit Policy Committee

Membership shall consist of two-year terms, to be staggered in such a manner that terms of half of the membership expire annually on December 31, with the exception of the SCRRA representatives whose terms coincide with their respective SCRRA appointment.

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VI. PARTICIPATION OF ALTERNATES – MOUNTAIN/DESERT POLICY COMMITTEE ONLY

A. Participation of alternates is only permissible for MDC. Should a regular City member of the MDC be unable to attend a meeting, then the designated alternate for that City may participate and vote in the MDC meeting as the regular Board Member representing that City.

B. When attendance is taken at a meeting, the regular member or alternate answering as "present" will be that City's representative for the entirety of the meeting except in the following circumstances:

   1. If the alternate answered "present" and the regular member subsequently arrives, the regular member shall represent the City for the remainder of the meeting; or,

   2. If the regular member answered "present" and then subsequently affirmatively cedes to the alternate, the alternate shall represent the City for the remainder of the meeting.

C. No City may have more than one representative participating in a meeting at the same time.

D. In the event both a City's representative and alternate participate in a single meeting, pursuant to VI.B. above, only one stipend and mileage reimbursement will be paid. The member and alternate may jointly advise the Clerk of the Board which individual shall receive the stipend and mileage reimbursement. In the event no such joint direction is provided, the individual answering "present" when attendance is taken shall receive the stipend and mileage reimbursement.

VII. DETERMINING QUORUM

A quorum shall consist of a majority of the membership of each Policy Committee. In the absence of a quorum, committee members in attendance may consider, discuss, and make recommendations to the Board regarding items on the committee agenda for Board action at its regular meetings, but may not take any final action (such as electing a Committee Chair and Vice-Chair, or, in the case of LPC, adopting a position on a bill).

VIII. MEMBER ABSENCES

The regular participation of Policy Committee Members is encouraged and essential for appropriate policy oversight and staff direction.

Recognizing that unavoidable absences will occur on an occasional basis, the following procedure is established to address member absences in order to ensure active participation in Policy Committee activities or, as appropriate, to provide the opportunity for rotation of responsibilities to other interested Board Members.

1. Staff shall notify the Board President in the event that any one Policy Committee Member's unexcused absence from three consecutive Policy Committee meetings.

2. Upon notification by staff, the Board President, or his/her designee, shall contact the Policy Committee Member to discuss the record of absences.

3. Based upon information obtained from the Policy Committee Member and knowledge of the Policy Committee activities, the Board President shall make a determination relative to retention or replacement of the Policy Committee Member.

4. Replacement or appointment of a new Policy Committee Member shall be made in accordance with Section III. above.

IX. MEETING DATES AND TIMES

The Board of Directors has established a standard schedule of one meeting of each Policy Committee per month. Every effort will be made to maintain the standard monthly meeting schedule, which maximizes Board Member participation and maintains momentum on critical agency business.

A. Scheduling Meetings

   1. An annual calendar of Policy Committee meeting dates shall be prepared and presented for adoption. Preparation of the annual meeting calendar will serve to provide advance notice of scheduled meetings and to identify holidays or other events which might impact the standard schedule.

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2. In July of each each year, Policy Committee meetings will not be held.

3. When holidays impact the established meeting schedule, staff will propose an alternative meeting date. When possible, adjusted meeting dates and times will be consolidated to maximize convenience and efficient use of Board Members' time.

4. On occasion, regularly scheduled meetings may conflict with major events which are attended by Board Members. When such instances occur, the potential conflict will be announced to the Policy Committee(s). Every attempt will be made to maintain the established meeting schedule to ensure that the business of the agency is continued. In those instances when a potential lack of quorum has been confirmed, a revised meeting schedule may be proposed.

B. Procedure for Adjusting Meeting Schedules

1. Staff will attempt to identify the need for adjusted meeting schedules during the preparation of the annual meeting calendar. Adjustments to the regular meeting schedule may be proposed for adoption as part of the annual meeting calendar.

2. Should adjustments to the adopted annual meeting calendar be required, Executive Staff will confer with the Committee Chair.

3. Upon approval by Executive Staff and the Committee Chair, staff will notify Committee Members, interested parties, and the public of the adjusted meeting schedule. Adjusted meeting schedules will be posted on the SBCTA website as soon as possible following notification to Committee Members and interested parties.

C. Notice of Policy Committee Meetings

All Policy Committee meetings shall be noticed and posted in accordance with the Ralph M. Brown Act.

X. COMMITTEE MEETING AGENDAS

Policy Committee agendas shall contain a listing of action items which, as appropriate, incorporates informational, and discussion items. The following rules shall apply in consideration of the listing of items:

A. InformatIonal Calendar

1. Items listed as Informational do not require a vote, and are expected to be routine and non-controversial in nature.

B. Discussion Calendar

1. Items placed on the discussion calendar are presented to the Committee to enhance understanding of issues and promote development of informed policy debate and direction.

2. Discussion items may be controversial in nature, or carry significant program, policy or fiscal impact.

C. Committee/MVSS Review

1. It shall be the standard practice for all action items placed before the Board of Directors to be considered first by an appropriate Policy Committee or MVSS.

2. A Policy Committee may establish the appropriate placement of items on either consent or discussion calendar of the Board of Directors. In the instance of two or more minority votes at a Policy Committee, the item shall be placed on the discussion calendar of the Board.

3. The Policy Committee may consider and make recommendations on any items coming before the committee. The Policy Committee may recommend approval, denial, or modification of staff recommendations.

4. All recommended actions being presented to the Board of Directors shall contain the Policy Committee recommendation. If the recommendation is made by less than a quorum, it shall be noted on the Board agenda item.

5. The Board of Directors makes the final determination on all recommendations made by Policy Committees.

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XI. PAYMENT OF STIPEND AND EXPENSE REIMBURSEMENT

A. SBCTA Board Members shall receive a stipend of $100 for their participation in Policy Committee meetings, with the exception of Legislative Policy Committee (LPC). No stipend shall be paid for attendance at LPC meetings.

B. Board Members will be reimbursed for reasonable and necessary expenses when performing duties related to his or her role as a Policy Committee Member, consistent with the rules adopted in the agency Personnel Policies for regular SBCTA employees.

C. No Board Member shall be paid more than one stipend payment for any one day.

XII. RULES FOR ADDRESSING THE POLICY COMMITTEE

In order to ensure that all interested members of the public are afforded the opportunity to address items of concern, the following rules shall apply when addressing Committee Members during Policy Committee meetings.

A. Opportunity to Speak

1. Any member of the public may address the Committee:
   a. On any agenda item before or during the Committee's consideration of the item.
   b. On any matter not on the agenda that is within the subject matter jurisdiction of that particular Policy Committee at the time provided on the agenda for public comment.
2. All members of the public wishing to address the Committee as provided herein may submit a Request to Speak form in advance of the Committee's consideration of the item. A separate Request to Speak form may be submitted for each item that a person desires to address. When recognized by the Committee Chair, the person wishing to address the Committee shall step up to the podium and announce his or her name.

B. Time Limit

1. The Committee Chair, in the interest of facilitating the business of the Policy Committee, shall limit the amount of time which a member of the public may use in addressing the Committee to three minutes per item, unless the Committee Chair, or a majority of the Policy Committee, determines that a different limit is appropriate. In addition, the Committee Chair, in the interest of facilitating the business of the Policy Committee, shall limit the total amount of time which a member of the public may use in addressing the Committee on all agenda items to twelve minutes, unless the Committee Chair, or majority of the Policy Committee, determines that a different limit is appropriate.
2. An appellant or a named party to an agenda item shall not be subject to the time limitations on that item otherwise specified in B.1. above, but shall be subject to reasonable limitations as determined by the Committee Chair.

C. Disruptive Conduct

In the event that any Policy Committee meeting is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the Committee Chair may recess the meeting or order the person, group, or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting.

Disruptive conduct includes addressing the Committee without first being recognized, not addressing the subject before the Committee, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Committee from conducting its meeting in an orderly manner.

XIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	03/01/89
1	Added Section III.B: Admin. Committee	12/06/89
2	Added Section III.C: Major Projects	01/02/91

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Revision No.	Revisions	Adopted
3	Added Section III.D: Mountain/Desert Committee	06/05/91
4	Added Section III.E: Plans and Programs	09/07/94
5	Added Section V: Procedures	02/03/93
6	Added Section IV: Determining Quorum	02/05/97
7	Changed name from Task Force to Committee.	08/05/98
8	Added the following to Par. III.E: "The Plans and Programs Committee shall have the authority to approve expenditures of up to $25,000 with Board of Directors ratification to follow", which was approved by the SANBAG Board on July 5, 2000 for Policy 11000 but was never incorporated into this policy. Added links to Policy 11000.	06/13/03
9	Added par. VI; Revision History changed to par. VII.	01/05/05
10	Revised Par. II: Changed DEFINITIONS to REFERENCES and added Policy 10005. Deleted Par. VI. CANCELLATIONS AND CHANGES. New Policy 10005 establishes the protocols for adjusting major meeting dates and times involving members of the SANBAG Board of Directors	01/09/08
11	Paragraph III.B: Added Audit Subcommittee.	11/05/08
12	Par. III.A: Revised committee name – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009.	04/06/11
13	Par. III.E: Eliminated the Plans and Programs Committee. Agenda items specific to the Valley or the Mountain/Desert will go to the Major Projects or Mountain/Desert committees, respectively. Items of a more general nature or that affect the Count as a whole will go to the Administrative Committee. Change was adopted by the Board on September 5, 2012 (Agenda Item 7).	09/05/12
14	Par. II, III, IV, and V: Incorporated changes resulting from renaming of the Administrative Policy Committee to the General Policy Committee and the reclassification of the Major Projects Committee to the Board of Directors Study sessions for Metro Valley Issues. Changes were approved by the Board of Directors on 10/3/12, Agenda Item 30. Approved 11/7/12, Board Agenda Item 28.	11/07/12
15	Par. III.B: Incorporated changes resulting from eliminating the Audit SubCommittee and assigning the responsibility for that function to GPC. Changes were approved by the Board of Directors on 5/13/15, Agenda Item 5.	05/13/15
16	Par. III.A: Revised committee name – was Commuter Rail and Transit Committee. The name change was approved by the Board on April 6, 2016.	04/06/16
17	Revised to be consistent with SB 1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
18	Revised to add Section III D. Legislative Policy Committee	04/01/20
19	Revised Section IV: Determining Quorum	05/05/21
20	Merged content from Policy Nos. 10000, 10002, 10005, 10010, 10026, 10050 and 10052 to create an all inclusive policy for all Policy Committees. Rescind Policy Nos. 10002, 10005, 10010, 10050, and 10052. Approved 05/07/25, Board Agenda Item 25.	05/07/25
21	Revised Section III.B to increase LPC membership and Section VII to remove contradictory language.	10/01/25
22	Revised Section XII.A to remove reference to Gov. Code § 54954.3(a) per recent updates to the Brown Act.	12/03/25

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San Bernardino County Transportation Authority/San Bernardino Council of Governments	**Policy**	**10007**
Adopted by the Board of Directors November 7, 2012	Revised	~~05~~12/~~07~~03/25
Board of Directors Metro Valley Study Session	Revision No.	~~3~~4

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| Purpose | References | Membership Structure & Quorum | Meeting Dates/Times | Participation of Alternates | Final Board Action | Agenda Placement | Payment of Stipends | Addressing the Board | Revision History |

I. PURPOSE

Board Study Sessions are to review, discuss and make recommendations for actions to be taken at regular meetings of the Board of Directors on issues specific to the San Bernardino Valley Subarea (also called the "Metro Valley") and to provide ongoing policy level oversight related to the full array of San Bernardino County Transportation Authority (SBCTA) or San Bernardino Council of Governments (SBCOG) responsibilities as they pertain specifically to the San Bernardino Valley Subarea.

The purpose of this policy is to establish guildelines as they relate to Board of Directors Metro Valley Study Session (MVSS) meetings, membership composition, and MVSS roles and responsibilities.

II. REFERENCES

California Government Code § 54954.3(a)
Policy 10020, Board of Directors
Policy 10108, Travel and Reimbursement of Expenses

III. MEMBERSHIP STRUCTURE AND QUORUM

A. Membership

All members of the SBCTA Board of Directors shall serve as MVSS members.

B. Chair of the Board Study Sessions

The MVSS Chair will be a Board Member representing a San Bernardino Valley Subarea jurisdiction and will be selected annually by the Board of Directors at the June MVSS meeting.

C. Quorum

A quorum of the MVSS is the same as a quorum of the Board of Directors, i.e., a majority of the Board Members.

If less than a quorum is in attendance at a MVSS meeting, the Board Members in attendance may consider, discuss and make recommendations to the Board regarding items on the agenda for Board action at its regular meetings.

IV. MEETING DATES AND TIMES

The Board of Directors has established a standard schedule of one MVSS meeting per month. Every effort will be made to maintain the standard monthly meeting schedule, which maximizes Board Member participation and maintains momentum on critical agency business.

A. Scheduling Meetings

1. An annual calendar of MVSS meeting dates shall be prepared and presented for adoption. Preparation of the annual meeting calendar will serve to provide advance notice of scheduled meetings and to identify holidays or other events which might impact the standard schedule.
2. In July of each year, MVSS meetings will not be held.

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3. When holidays impact the established meeting schedule, staff will propose an alternative meeting date. When possible, adjusted meeting dates and times will be consolidated to maximize convenience and efficient use of Board Members' time.

4. On occasion, regularly scheduled meetings may conflict with major events which are attended by Board Members. When such instances occur, the potential conflict will be announced to the Board. Every attempt will be made to maintain the established meeting schedule to ensure that the business of the agency is continued. In those instances when a potential lack of quorum has been confirmed, a revised meeting date or cancellation may be proposed.

B. Procedure for Adjusting Meeting Schedules

1. Staff will attempt to identify the need for adjusted meeting schedules during the preparation of the annual meeting calendar. Adjustments to the regular meeting schedule may be proposed for adoption as part of the annual meeting calendar.

2. Should adjustments to the adopted meeting calendar be required, Executive Staff will confer with the MVSS Chair.

3. Upon approval by Executive Staff and the MVSS Chair, staff will notify Board Members, interested parties, and the public of the adjusted meeting schedule. Adjusted meeting schedules will be posted on the SBCTA website as soon as possible following notification to Board Members and interested parties.

C. Notice of MVSS Meetings

All MVSS meetings shall be noticed and posted in accordance with the Ralph M. Brown Act.

V. PARTICIPATION OF ALTERNATES

A. Should a regular City member of the MVSS be unable to attend a meeting, then the designated alternate for that City may participate and vote in the MVSS meeting as the regular Board Member representing that City.

B. When attendance is taken at a meeting, the regular member or alternate answering as "present" will be that City's representative for the entirety of the meeting except in the following circumstances:

1. If the alternate answered "present" and the regular member subsequently arrives, the regular member shall represent the City for the remainder of the meeting; or,

2. If the regular member answered "present" and then subsequently affirmatively cedes to the alternate, the alternate shall represent the City for the remainder of the meeting.

C. No City may have more than one representative participating in a meeting at the same time.

D. In the event both a City's representative and alternate participate in a single meeting, pursuant to V.B. above, only one stipend and mileage reimbursement will be paid. The member and alternate may jointly advise the Clerk of the Board which individual shall receive the stipend and mileage reimbursement. In the event no such joint direction is provided, the individual answering "present" when attendance is taken shall receive the stipend and mileage reimbursement.

VI. FINAL BOARD ACTION

During a MVSS meeting, the Board may take final binding action, as to any item within the jurisdiction of SBCTA or SBCOG, under the following circumstances:

A. The action taken is approved by at least two-thirds of the members of the entire Board; or

B. The Executive Director, after consultation with the Board President:

1. Determines that because of time considerations, a Board action is necessary before the next regularly-scheduled Board meeting;

2. Places an item on the MVSS agenda that clearly states the item is for final action by the Board and sets forth the determination regarding time considerations referenced in the prior subsection (B.1.);

3. Provides special notice to the Board regarding the item in question when the agenda is sent to the Board; and

4. All of the following criteria are satisfied:

a. A quorum of the Board is in attendance at the MVSS meeting;

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b. A majority of those in attendance finds it is in the best interests of the agency to take final action on the item at the MVSS meeting; and

c. The item is placed on the subsequent regular meeting agenda of the Board as an Informational Item.

VII. MVSS MEETING AGENDAS

MVSS agendas shall contain a listing of action items which, as appropriate, incorporates informational and discussion items. The following rules shall apply in consideration of the listing of items:

A. Informational Calendar

1. Items listed as Informational do not require a vote, and are expected to be routine and non-controversial in nature.

B. Discussion Calendar

1. Items placed on the discussion calendar are presented to the Board to enhance understanding of issues and promote development of informed policy debate and direction.
2. Discussion items may be controversial in nature, or carry significant program, policy or fiscal impact.

C. MVSS/Committee Review

1. It shall be the standard practice for all action items placed before the Board of Directors to be considered first by MVSS or an appropriate Policy Committee.
2. MVSS may establish the appropriate placement of items on either consent or discussion calendar of the Board of Directors. In the instance of two or more minority votes at MVSS, the item shall be placed on the discussion calendar of the Board.
3. The MVSS may consider and make recommendations on any items coming before the Board. The MVSS may recommend approval, denial, or modification of staff recommendations.
4. All recommended actions being presented to the Board of Directors shall contain the MVSS recommendation. If the recommendation is made by less than a quorum, it shall be noted on the Board agenda item.
5. The Board of Directors makes the final determination on all recommendations made by MVSS, unless the circumstances set forth in Section V are met.

VIII. PAYMENT OF STIPEND AND EXPENSE REIMBURSEMENT

A. SBCTA Board Members shall receive a stipend of $100 for their participation in MVSS meetings.

B. Board Members will be reimbursed for reasonable and necessary expenses when performing duties related to his or her role as a MVSS Member, consistent with the rules adopted in the agency Personnel Policies for regular SBCTA employees.

C. Designated alternates shall be paid stipends and receive expense reimbursement only when acting as the alternate member for their city in the absence of the primary Board Member. SBCTA shall not pay stipends or expense reimbursement for staff of member jurisdictions.

D. No Board Member shall be paid more than one stipend payment for any one day.

IX. RULES FOR ADDRESSING THE BOARD

In order to ensure that all interested members of the public are afforded the opportunity to address items of concern, the following rules shall apply when addressing the Board during MVSS meetings.

A. Opportunity to Speak

1. Any member of the public may address the Board at MVSS:
   a. On any agenda item before or during MVSS's consideration of the item.
   b. On any matter that is within the subject matter jurisdiction of the MVSS at the time provided on the agenda for public comment.

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~~2. In accordance with Government Code § 54954.3(a), no public comment will be allowed during a Board meeting on any item previously considered by the MVSS, where the opportunity for public comment was provided, unless the item has substantially changed since it was heard at MVSS.~~

~~3~~2. All members of the public wishing to address the Board during a MVSS meeting as provided herein may submit a Request to Speak form in advance of the Board's consideration of the item. A separate Request to Speak form may be submitted for each item that a person desires to address. When recognized by the MVSS Chair, the person wishing to address the Board shall step up to the podium and announce his or her name.

B. Time Limit

1. The MVSS Chair, in the interest of facilitating the business of the MVSS, shall limit the amount of time which a member of the public may use in addressing the Board to three minutes per item, unless the MVSS Chair, or a majority of the Board, determines that a different limit is appropriate. In addition, the MVSS Chair, in the interest of facilitating the business of the MVSS, shall limit the total amount of time which a member of the public may use in addressing the Board on all agenda items to twelve minutes, unless the MVSS Chair, or majority of the Board, determines that a different limit is appropriate.
2. An appellant or a named party to an agenda item shall not be subject to the time limitations on that item otherwise specified in B.1. above, but shall be subject to reasonable limitations as determined by the MVSS Chair.

C. Disruptive Conduct

In the event that any MVSS meeting is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the MVSS Chair may recess the meeting or order the person, group, or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting.

Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the MVSS, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner.

X. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New policy adopted by the Board of Directors. Approved 11/7/12, Board Agenda Item 28.	11/07/12
1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
2	Revised to be more inclusive of issues the Metro Valley Study Session could consider and take action on, rather than be limited to Measure I Major Projects issues only.	02/02/22
3	Merged content from Policy Nos. 10005, 10007, 10010, 10026, 10050, and 10052 to create an all inclusive policy for MVSS. Rescinded Policy Nos. 10005, 10010, 10026, 10050, and 10052. Approved 05/07/25, Board Agenda Item 25.	05/07/25
4	Revised Section IX.A to remove reference to Gov. Code § 54954.3(a) per recent updates to the Brown Act.	12/03/25

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San Bernardino County Transportation Authority/San Bernardino Council of Governments	**Policy**	**10007**
Adopted by the Board of Directors November 7, 2012	Revised	12/03/25
Board of Directors Metro Valley Study Session	Revision No.	4

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| Purpose | References | Membership Structure & Quorum | Meeting Dates/Times | Participation of Alternates | Final Board Action | Agenda Placement | Payment of Stipends | Addressing the Board | Revision History |

I. PURPOSE

Board Study Sessions are to review, discuss and make recommendations for actions to be taken at regular meetings of the Board of Directors on issues specific to the San Bernardino Valley Subarea (also called the "Metro Valley") and to provide ongoing policy level oversight related to the full array of San Bernardino County Transportation Authority (SBCTA) or San Bernardino Council of Governments (SBCOG) responsibilities as they pertain specifically to the San Bernardino Valley Subarea.

The purpose of this policy is to establish guildelines as they relate to Board of Directors Metro Valley Study Session (MVSS) meetings, membership composition, and MVSS roles and responsibilities.

II. REFERENCES

California Government Code § 54954.3(a)
Policy 10020, Board of Directors
Policy 10108, Travel and Reimbursement of Expenses

III. MEMBERSHIP STRUCTURE AND QUORUM

A. Membership

All members of the SBCTA Board of Directors shall serve as MVSS members.

B. Chair of the Board Study Sessions

The MVSS Chair will be a Board Member representing a San Bernardino Valley Subarea jurisdiction and will be selected annually by the Board of Directors at the June MVSS meeting.

C. Quorum

A quorum of the MVSS is the same as a quorum of the Board of Directors, i.e., a majority of the Board Members.

If less than a quorum is in attendance at a MVSS meeting, the Board Members in attendance may consider, discuss and make recommendations to the Board regarding items on the agenda for Board action at its regular meetings.

IV. MEETING DATES AND TIMES

The Board of Directors has established a standard schedule of one MVSS meeting per month. Every effort will be made to maintain the standard monthly meeting schedule, which maximizes Board Member participation and maintains momentum on critical agency business.

A. Scheduling Meetings

1. An annual calendar of MVSS meeting dates shall be prepared and presented for adoption. Preparation of the annual meeting calendar will serve to provide advance notice of scheduled meetings and to identify holidays or other events which might impact the standard schedule.
2. In July of each year, MVSS meetings will not be held.

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3. When holidays impact the established meeting schedule, staff will propose an alternative meeting date. When possible, adjusted meeting dates and times will be consolidated to maximize convenience and efficient use of Board Members' time.

4. On occasion, regularly scheduled meetings may conflict with major events which are attended by Board Members. When such instances occur, the potential conflict will be announced to the Board. Every attempt will be made to maintain the established meeting schedule to ensure that the business of the agency is continued. In those instances when a potential lack of quorum has been confirmed, a revised meeting date or cancellation may be proposed.

B. Procedure for Adjusting Meeting Schedules

1. Staff will attempt to identify the need for adjusted meeting schedules during the preparation of the annual meeting calendar. Adjustments to the regular meeting schedule may be proposed for adoption as part of the annual meeting calendar.

2. Should adjustments to the adopted meeting calendar be required, Executive Staff will confer with the MVSS Chair.

3. Upon approval by Executive Staff and the MVSS Chair, staff will notify Board Members, interested parties, and the public of the adjusted meeting schedule. Adjusted meeting schedules will be posted on the SBCTA website as soon as possible following notification to Board Members and interested parties.

C. Notice of MVSS Meetings

All MVSS meetings shall be noticed and posted in accordance with the Ralph M. Brown Act.

V. PARTICIPATION OF ALTERNATES

A. Should a regular City member of the MVSS be unable to attend a meeting, then the designated alternate for that City may participate and vote in the MVSS meeting as the regular Board Member representing that City.

B. When attendance is taken at a meeting, the regular member or alternate answering as "present" will be that City's representative for the entirety of the meeting except in the following circumstances:

1. If the alternate answered "present" and the regular member subsequently arrives, the regular member shall represent the City for the remainder of the meeting; or,

2. If the regular member answered "present" and then subsequently affirmatively cedes to the alternate, the alternate shall represent the City for the remainder of the meeting.

C. No City may have more than one representative participating in a meeting at the same time.

D. In the event both a City's representative and alternate participate in a single meeting, pursuant to V.B. above, only one stipend and mileage reimbursement will be paid. The member and alternate may jointly advise the Clerk of the Board which individual shall receive the stipend and mileage reimbursement. In the event no such joint direction is provided, the individual answering "present" when attendance is taken shall receive the stipend and mileage reimbursement.

VI. FINAL BOARD ACTION

During a MVSS meeting, the Board may take final binding action, as to any item within the jurisdiction of SBCTA or SBCOG, under the following circumstances:

A. The action taken is approved by at least two-thirds of the members of the entire Board; or

B. The Executive Director, after consultation with the Board President:

1. Determines that because of time considerations, a Board action is necessary before the next regularly-scheduled Board meeting;

2. Places an item on the MVSS agenda that clearly states the item is for final action by the Board and sets forth the determination regarding time considerations referenced in the prior subsection (B.1.);

3. Provides special notice to the Board regarding the item in question when the agenda is sent to the Board; and

4. All of the following criteria are satisfied:

a. A quorum of the Board is in attendance at the MVSS meeting;

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b. A majority of those in attendance finds it is in the best interests of the agency to take final action on the item at the MVSS meeting; and

c. The item is placed on the subsequent regular meeting agenda of the Board as an Informational Item.

VII. MVSS MEETING AGENDAS

MVSS agendas shall contain a listing of action items which, as appropriate, incorporates informational and discussion items. The following rules shall apply in consideration of the listing of items:

A. Informational Calendar

1. Items listed as Informational do not require a vote, and are expected to be routine and non-controversial in nature.

B. Discussion Calendar

1. Items placed on the discussion calendar are presented to the Board to enhance understanding of issues and promote development of informed policy debate and direction.
2. Discussion items may be controversial in nature, or carry significant program, policy or fiscal impact.

C. MVSS/Committee Review

1. It shall be the standard practice for all action items placed before the Board of Directors to be considered first by MVSS or an appropriate Policy Committee.
2. MVSS may establish the appropriate placement of items on either consent or discussion calendar of the Board of Directors. In the instance of two or more minority votes at MVSS, the item shall be placed on the discussion calendar of the Board.
3. The MVSS may consider and make recommendations on any items coming before the Board. The MVSS may recommend approval, denial, or modification of staff recommendations.
4. All recommended actions being presented to the Board of Directors shall contain the MVSS recommendation. If the recommendation is made by less than a quorum, it shall be noted on the Board agenda item.
5. The Board of Directors makes the final determination on all recommendations made by MVSS, unless the circumstances set forth in Section V are met.

VIII. PAYMENT OF STIPEND AND EXPENSE REIMBURSEMENT

A. SBCTA Board Members shall receive a stipend of $100 for their participation in MVSS meetings.

B. Board Members will be reimbursed for reasonable and necessary expenses when performing duties related to his or her role as a MVSS Member, consistent with the rules adopted in the agency Personnel Policies for regular SBCTA employees.

C. Designated alternates shall be paid stipends and receive expense reimbursement only when acting as the alternate member for their city in the absence of the primary Board Member. SBCTA shall not pay stipends or expense reimbursement for staff of member jurisdictions.

D. No Board Member shall be paid more than one stipend payment for any one day.

IX. RULES FOR ADDRESSING THE BOARD

In order to ensure that all interested members of the public are afforded the opportunity to address items of concern, the following rules shall apply when addressing the Board during MVSS meetings.

A. Opportunity to Speak

1. Any member of the public may address the Board at MVSS:
   a. On any agenda item before or during MVSS's consideration of the item.
   b. On any matter that is within the subject matter jurisdiction of the MVSS at the time provided on the agenda for public comment.

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2. All members of the public wishing to address the Board during a MVSS meeting as provided herein may submit a Request to Speak form in advance of the Board's consideration of the item. A separate Request to Speak form may be submitted for each item that a person desires to address. When recognized by the MVSS Chair, the person wishing to address the Board shall step up to the podium and announce his or her name.

B. Time Limit

1. The MVSS Chair, in the interest of facilitating the business of the MVSS, shall limit the amount of time which a member of the public may use in addressing the Board to three minutes per item, unless the MVSS Chair, or a majority of the Board, determines that a different limit is appropriate. In addition, the MVSS Chair, in the interest of facilitating the business of the MVSS, shall limit the total amount of time which a member of the public may use in addressing the Board on all agenda items to twelve minutes, unless the MVSS Chair, or majority of the Board, determines that a different limit is appropriate.

2. An appellant or a named party to an agenda item shall not be subject to the time limitations on that item otherwise specified in B.1. above, but shall be subject to reasonable limitations as determined by the MVSS Chair.

C. Disruptive Conduct

In the event that any MVSS meeting is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the MVSS Chair may recess the meeting or order the person, group, or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting.

Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the MVSS, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner.

X. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New policy adopted by the Board of Directors. Approved 11/7/12, Board Agenda Item 28.	11/07/12
1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
2	Revised to be more inclusive of issues the Metro Valley Study Session could consider and take action on, rather than be limited to Measure I Major Projects issues only.	02/02/22
3	Merged content from Policy Nos. 10005, 10007, 10010, 10026, 10050, and 10052 to create an all inclusive policy for MVSS. Rescinded Policy Nos. 10005, 10010, 10026, 10050, and 10052. Approved 05/07/25, Board Agenda Item 25.	05/07/25
4	Revised Section IX.A to remove reference to Gov. Code § 54954.3(a) per recent updates to the Brown Act.	12/03/25

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San Bernardino County Transportation Authority/San Bernardino Council of Goverments	**Policy**	**10020**
Adopted by the Board of Directors May 7, 2025	Revised	12/03/25
Board of Directors	Revision No.	~~0~~1

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| Purpose | References | Membership Structure | Meeting Dates/Times | Alternates | Meeting Agendas | Payment of Stipends | Presidential Appointments | Addressing the Board | Record Retention | Post Service Restrictions | Revision History |

I. PURPOSE

The purpose of this policy is to establish guidelines as they relate to the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) Board of Director meetings, membership composition, and Board roles and responsibilities.

II. REFERENCES

California Public Utilities Code § 130108(a) and § 130815
Policy 10105, Record Management and Retention
Policy 10108, Travel and Reimbursement of Expenses
Policy 11000, Contracting and Procurement Policy
SBCTA Administrative Code
SBCOG By-Laws

III. MEMBERSHIP STRUCTURE AND QUORUM

A. Membership

1. SBCTA Board of Directors shall consist of the following members:
   - Five members of the San Bernardino County Board of Supervisors; and
   - One member from each incorporated city or town within San Bernardino County, who shall be either a Mayor or City Council member.
2. Members of the SBCOG Board of Directors shall consist of those jurisdictions, within the County of San Bernardino (city, town, or county), that have executed the Joint Exercise of Powers Agreement relative to the San Bernardino Council of Goverments (JPA), and have paid the annual assessments required under the JPA.
   a. Names of the official representative and alternate shall be provided to the Clerk of the Board by the appointing city, town or county.

B. Chair of the Board of Directors

The Board President will serve as the presiding officer/Chair of the Board of Directors. The Vice President will act in his or her absence. The Board President and Vice President will be selected annually by the Board of Directors at its June meeting.

C. Quorum

A majority of the voting members of the Board constitutes a quorum for the transaction of business.

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IV. MEETING DATES AND TIMES

The Board of Directors has established a standard schedule of one meeting per month. Due to the relatively infrequent meeting schedule, every effort will be made to maintain the standard meeting schedule, which maximizes Board Member participation and maintains momentum on critical agency business.

A. Scheduling Meetings

1. An annual calendar of Board of Directors, Policy Committee, and MVSS meeting dates shall be prepared and presented for adoption. Preparation of the annual meeting calendar will serve to provide advance notice of scheduled meetings and to identify holidays or other events which might impact the standard schedule.
2. In August of each year, the regular Board meeting will not be held.
3. When holidays impact the established meeting schedule, staff will propose an alternative meeting date. When possible, adjusted meeting dates and times will be consolidated to maximize convenience and efficient use of Board Members' time.
4. On occasion, regularly scheduled meetings may conflict with major events which are attended by Board Members. When such instances occur, the potential conflict will be announced to the Board of Directors. Every attempt will be made to maintain the established meeting schedule to ensure that the business of the agency is continued. In those instances when a potential lack of quorum has been confirmed, a revised meeting date or cancellation may be proposed.

B. Procedure for Adjusting Meeting Schedules

1. Staff will attempt to identify the need for adjusted meeting schedules during the preparation of the annual meeting calendar. Adjustments to the regular meeting schedule may be proposed for adoption as part of the annual meeting calendar.
2. Should adjustments to the adopted meeting schedules be required, the Executive Director will confer with the Board President.
3. Upon approval by the Executive Director and Board President, staff will notify Board Members, interested parties, and the public of the adjusted meeting schedule. Adjusted meeting schedules will be posted on the SBCTA website as soon as possible following notification to Board Members and interested parties.

C. Notice of Board Meetings

All meetings of the Board of Directors shall be noticed and posted in accordance with the Ralph M. Brown Act.

D. Scheduling of Special Events

1. Scheduling of SBCTA sponsored special events will be performed in a manner that maximizes Board participation, while recognizing the challenges of coordination among a twenty-nine member Board, associated dignitaries, and project partners.
2. Priority will be given to establishing dates and times which facilitate participation by Board Members representing the area, State and Federal elected officials representing the area, SBCTA officers, and other project stakeholders. Every effort will be made to establish dates which promote Board Member participation and project implementation.
3. The President shall be consulted and provide guidance in establishing special event dates and times, resolving conflicts or facilitating project implementation, as appropriate.

V. PARTICIPATION OF ALTERNATES

A. Should a regular City member of the Board be unable to attend a meeting, then the designated alternate for that City may participate and vote in the meeting as the regular Board Member representing that City.

B. When attendance is taken at a meeting, the regular member or alternate answering as "present" will be that City's representative for the entirety of the meeting except in the following circumstances:

1. If the alternate answered "present" and the regular member subsequently arrives, the regular member shall represent the City for the remainder of the meeting; or,

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2. If the regular member answered “present” and then subsequently affirmatively cedes to the alternate, the alternate shall represent the City for the remainder of the meeting.

C. No City may have more than one representative participating in a meeting at the same time.

D. In the event both a City’s representative and alternate participate in a single meeting, pursuant to IV.B. above, only one stipend and mileage reimbursement will be paid. The member and alternate may jointly advise the Clerk of the Board which individual shall receive the stipend and mileage reimbursement. In the event no such joint direction is provided, the individual answering “present” when attendance is taken shall receive the stipend and mileage reimbursement.

VI. BOARD MEETING AGENDAS

Board of Directors agendas shall contain a listing of action items which, as appropriate, incorporates informational, consent, and discussion items. The following rules shall apply in consideration of the listing of items:

A. Informational Calendar

1. Items listed as Informational do not require a vote, and are expected to be routine and non-controversial in nature.

B. Consent Calendar

1. The consent calendar shall be used extensively as a tool to identify routine items, therefore preserving sufficient time for items placed on discussion which require considerable attention and deliberation at the policy level.
2. Any member of the Board of Directors may pull an item from the consent calendar for discussion purposes.

C. Discussion Calendar

1. Items placed on the discussion calendar are presented to the Board to enhance understanding of issues and promote development of informed policy debate and direction.
2. Discussion items may be controversial in nature, or carry significant program, policy or fiscal impact.

D. Committee/MVSS Review

1. It shall be the standard practice for all action items placed before the Board of Directors to be considered first by an appropriate Policy Committee or MVSS.
2. A Policy Committee or MVSS may establish the appropriate placement of items on either consent or discussion calendar of the Board of Directors. In the instance of two or more minority votes at the Policy Committee/MVSS level, the item shall be placed on the discussion calendar of the Board.
3. All recommended actions being presented to the Board of Directors shall contain the Policy Committee or MVSS recommendation. If the recommendation is made by less than a quorum, that fact shall be noted on the Board agenda item.
4. The Board of Directors makes the final determination on all recommendations made by Policy Committees or MVSS.
5. In recognition of time constraints and extenuating circumstances, the Board of Directors acknowledge the need to place action items on agendas which have not had prior Policy Committee or MVSS review. In such instances, the following procedures shall govern the placement of items:
    a. Staff shall recommend placement of items on the consent or discussion agenda based on information relative to program impact and nature of the item.
    b. Notations will be made on the face agenda declaring the absence of Policy Committee or MVSS review and citing the reason.
    c. Justification for the lack of Policy Committee or MVSS review shall be contained in the agenda item under the section marked *Reviewed By*.
    d. The Executive Director shall approve placement of items on the Board of Directors agenda that have not had prior Policy Committee or MVSS review.

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6. The following annual items may be placed directly on the Board's discussion calendar without prior review by a Policy Committee or MVSS:

    - Annual Comprehensive Financial Report
    - Appropriations Limitation for Fiscal Year
    - Construction Contract Awards (Policy 11000 - Contracting and Procurement)
    - Fiscal Year Proposed Budget for Adoption
    - Freeway Service Patrol (FSP) Driver Recognition Awards
    - Resolution(s) of Necessity

VII. PAYMENT OF STIPEND AND EXPENSE REIMBURSEMENT

A. Board Members shall be paid stipends for attendance at meetings of the Board of Directors as follows:

1. SBCTA Board Members shall receive a stipend of $100 for attendance at each SBCTA Board of Directors meeting, and other authorized meetings they attend, not to exceed $400 per month, pursuant to California Public Utilities Code § 130108(a).

2. SBCOG Board Members shall receive a stipend of $100 for attendance at each SBCOG Board of Directors meeting, and also may be compensated at a rate not exceeding $100 for any day attending to the business of SBCOG, not to exceed $200 per month.

B. SBCTA Board Members shall receive a stipend of $100 for their participation in Policy Committee and MVSS meetings, with the exception of Legislative Policy Committee (LPC). No stipend shall be paid for attendance at LPC meetings.

C. Payment of stipends to Board Members may also be authorized for attendance at other meetings as specifically approved by the Board of Directors.

D. Board Members appointed to represent SBCTA on the Mobile Source Air Pollution Reduction Review Committee (MSRC) for the South Coast Air Basin shall be paid stipends for attendance at MSRC meetings.

E. Board Members will be reimbursed for reasonable and necessary expenses when performing duties related to his or her role as a member of the Board of Directors, consistent with the rules adopted in the agency Personnel Policies for regular SBCTA employees.

F. Designated alternates shall be paid stipends and receive expense reimbursement only when acting as the alternate member for their city in the absence of the primary Board Member. SBCTA shall not pay stipends or expense reimbursement for staff of member jurisdictions.

G. With the exception of A., above, no Board Member shall be paid more than one stipend payment for any one day.

VIII. PRESIDENTIAL APPOINTMENTS

A. <u>Presidential Appointments</u>

1. Board Members:

    By action of the Board of Directors, the President is authorized to appoint and/or recommend Board Members to the following:

    - Ad Hoc Committees
    - California Association of Councils of Governments (CALCOG)
    - Legislative Policy Committee
    - Inland Regional Energy Network (I-REN)
    - Metro Gold Line Foothill Extension Construction Authority
    - Southern California Association of Governments (SCAG) Subregional Representatives
    - Transit Policy Committee
    - Other such regular or special committee appointment as may be approved by action of the Board of Directors

2. SBCTA/SBCOG Representative:

    By action of the Board of Directors, the President is authorized to appoint and/or recommend a respresentative(s) to the following:

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- Mobile Source Air Pollution Reduction Review Committee Technical Advisory Committee (MSRC-TAC)

B. Appointment Procedures

The following procedures shall be followed when making appointments listed above in VIII.A.:

1. All opportunities for appointment of Board Members to regular or special committees shall be noticed in the agenda prior to Presidential appointment.
2. Appointees, Committee Chairs and other appropriate parties shall be noticed in writing of Presidential appointments.
3. All Presidential appointments shall be noticed in the Board agenda immediately following the appointment(s) for the purpose of advising the Board of Directors of the status of committee membership and representation.

IX. RULES FOR ADDRESSING THE BOARD

In order to ensure that all interested members of the public are afforded the opportunity to address items of concern, the following rules shall apply when addressing Board Members during Board of Directors meetings.

A. Opportunity to Speak

1. Any member of the public may address the Board:
   a. On any agenda~~discussion~~ item before or during the Board's consideration of the item.
   b. On any matter that is within the subject matter jurisdiction of the Board at the time provided on the agenda for public comment.

~~2. In accordance with Government Code § 54954.3(a), no public comment will be allowed during a Board meeting on any item previously considered at a Policy Committee or MVSS meeting, where the opportunity for public comment was provided, unless the item has substantially changed since the Policy Committee or MVSS heard the item.~~

~~32~~. ~~Public comment will be allowed on any item pulled from the Consent Calendar for discussion.~~

2~~3~~. All members of the public wishing to address the Board as provided herein may submit a Request to Speak form in advance of the Board's consideration of the item. A separate Request to Speak form may be submitted for each item that a person desires to address. When recognized by the President, the person wishing to address the Board shall, step up to the podium and announce his or her name.

B. Time Limit

1. The President, in the interest of facilitating the business of the Board, shall limit the amount of time which a member of the public may use in addressing the Board to three minutes per item, unless the President, or a majority of the Board, determines that a different limit is appropriate. In addition, the President, in the interest of facilitating the business of the Board, shall limit the total amount of time which a member of the public may use in addressing the Board on all agenda items to twelve minutes, unless the President, or majority of the Board, determines that a different limit is appropriate.
2. An appellant or a named party to an agenda item shall not be subject to the time limitations on that item otherwise specified in B.1. above, but shall be subject to reasonable limitations as determined by the President.

C. Disruptive Conduct

In the event that any meeting of the Board is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the President may recess the meeting or order the person, group, or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting.

Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner.

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X. RETENTION OF SBCTA/SBCOG RECORDS

Board Members are responsible for maintaining any public records created and/or stored through personal account use pursuant to Records Management and Retention Policy No. 10105. Where personal accounts (e.g. email, cell phone, etc.) are used to conduct agency business, Board Members, as custodians of their own records, are required to search those accounts when records requests are made, and respond to the Clerk of the Board concerning whether they have any responsive records. Board Members may be required to execute a declaration concerning their search of private/personal account records.

XI. POST SERVICE RESTRICTIONS

No member of the Board of Directors, for a period of one year after leaving office, shall, for compensation, act as agent or attorney for, or otherwise represent, any other person by making any formal or informal appearance, or by making any oral or written communication before the Board, any committee or subcommittee thereof, any present Member of the Board, or any officer or employee, if the appearance or communication is made for the purpose of influencing SBCTA or SBCOG action. The restrictions of this section shall not apply to actions undertaken to represent a member agency of SBCTA or SBCOG when a person is serving on the legislative body of the member agency.

XII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New policy adopted by the Board of Directors. Merged content from Policy Nos. 10001, 10003, 10005, 10010, 10026, 10050, and 10052 to create an all inclusive policy for the Board of Directors. Approved 05/07/25, Board Agenda Item 25.	05/07//25
1	Revised Section IX.A to remove reference to Gov. Code § 54954.3(a) per recent updates to the Brown Act.	12/03/25

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San Bernardino County Transportation Authority/San Bernardino Council of Goverments	**Policy**	**10020**
Adopted by the Board of Directors May 7, 2025	Revised	12/03/25
Board of Directors	Revision No.	1

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SBCTA Administrative Code
SBCOG By-Laws

III. MEMBERSHIP STRUCTURE AND QUORUM

A. Membership

1. SBCTA Board of Directors shall consist of the following members:
   - Five members of the San Bernardino County Board of Supervisors; and
   - One member from each incorporated city or town within San Bernardino County, who shall be either a Mayor or City Council member.
2. Members of the SBCOG Board of Directors shall consist of those jurisdictions, within the County of San Bernardino (city, town, or county), that have executed the Joint Exercise of Powers Agreement relative to the San Bernardino Council of Goverments (JPA), and have paid the annual assessments required under the JPA.
   a. Names of the official representative and alternate shall be provided to the Clerk of the Board by the appointing city, town or county.

B. Chair of the Board of Directors

The Board President will serve as the presiding officer/Chair of the Board of Directors. The Vice President will act in his or her absence. The Board President and Vice President will be selected annually by the Board of Directors at its June meeting.

C. Quorum

A majority of the voting members of the Board constitutes a quorum for the transaction of business.

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IV. MEETING DATES AND TIMES

The Board of Directors has established a standard schedule of one meeting per month. Due to the relatively infrequent meeting schedule, every effort will be made to maintain the standard meeting schedule, which maximizes Board Member participation and maintains momentum on critical agency business.

A. Scheduling Meetings

1. An annual calendar of Board of Directors, Policy Committee, and MVSS meeting dates shall be prepared and presented for adoption. Preparation of the annual meeting calendar will serve to provide advance notice of scheduled meetings and to identify holidays or other events which might impact the standard schedule.
2. In August of each year, the regular Board meeting will not be held.
3. When holidays impact the established meeting schedule, staff will propose an alternative meeting date. When possible, adjusted meeting dates and times will be consolidated to maximize convenience and efficient use of Board Members' time.
4. On occasion, regularly scheduled meetings may conflict with major events which are attended by Board Members. When such instances occur, the potential conflict will be announced to the Board of Directors. Every attempt will be made to maintain the established meeting schedule to ensure that the business of the agency is continued. In those instances when a potential lack of quorum has been confirmed, a revised meeting date or cancellation may be proposed.

B. Procedure for Adjusting Meeting Schedules

1. Staff will attempt to identify the need for adjusted meeting schedules during the preparation of the annual meeting calendar. Adjustments to the regular meeting schedule may be proposed for adoption as part of the annual meeting calendar.
2. Should adjustments to the adopted meeting schedules be required, the Executive Director will confer with the Board President.
3. Upon approval by the Executive Director and Board President, staff will notify Board Members, interested parties, and the public of the adjusted meeting schedule. Adjusted meeting schedules will be posted on the SBCTA website as soon as possible following notification to Board Members and interested parties.

C. Notice of Board Meetings

All meetings of the Board of Directors shall be noticed and posted in accordance with the Ralph M. Brown Act.

D. Scheduling of Special Events

1. Scheduling of SBCTA sponsored special events will be performed in a manner that maximizes Board participation, while recognizing the challenges of coordination among a twenty-nine member Board, associated dignitaries, and project partners.
2. Priority will be given to establishing dates and times which facilitate participation by Board Members representing the area, State and Federal elected officials representing the area, SBCTA officers, and other project stakeholders. Every effort will be made to establish dates which promote Board Member participation and project implementation.
3. The President shall be consulted and provide guidance in establishing special event dates and times, resolving conflicts or facilitating project implementation, as appropriate.

V. PARTICIPATION OF ALTERNATES

A. Should a regular City member of the Board be unable to attend a meeting, then the designated alternate for that City may participate and vote in the meeting as the regular Board Member representing that City.

B. When attendance is taken at a meeting, the regular member or alternate answering as "present" will be that City's representative for the entirety of the meeting except in the following circumstances:

1. If the alternate answered "present" and the regular member subsequently arrives, the regular member shall represent the City for the remainder of the meeting; or,

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2. If the regular member answered “present” and then subsequently affirmatively cedes to the alternate, the alternate shall represent the City for the remainder of the meeting.

C. No City may have more than one representative participating in a meeting at the same time.

D. In the event both a City’s representative and alternate participate in a single meeting, pursuant to IV.B. above, only one stipend and mileage reimbursement will be paid. The member and alternate may jointly advise the Clerk of the Board which individual shall receive the stipend and mileage reimbursement. In the event no such joint direction is provided, the individual answering “present” when attendance is taken shall receive the stipend and mileage reimbursement.

VI. BOARD MEETING AGENDAS

Board of Directors agendas shall contain a listing of action items which, as appropriate, incorporates informational, consent, and discussion items. The following rules shall apply in consideration of the listing of items:

A. Informational Calendar

1. Items listed as Informational do not require a vote, and are expected to be routine and non-controversial in nature.

B. Consent Calendar

1. The consent calendar shall be used extensively as a tool to identify routine items, therefore preserving sufficient time for items placed on discussion which require considerable attention and deliberation at the policy level.
2. Any member of the Board of Directors may pull an item from the consent calendar for discussion purposes.

C. Discussion Calendar

1. Items placed on the discussion calendar are presented to the Board to enhance understanding of issues and promote development of informed policy debate and direction.
2. Discussion items may be controversial in nature, or carry significant program, policy or fiscal impact.

D. Committee/MVSS Review

1. It shall be the standard practice for all action items placed before the Board of Directors to be considered first by an appropriate Policy Committee or MVSS.
2. A Policy Committee or MVSS may establish the appropriate placement of items on either consent or discussion calendar of the Board of Directors. In the instance of two or more minority votes at the Policy Committee/MVSS level, the item shall be placed on the discussion calendar of the Board.
3. All recommended actions being presented to the Board of Directors shall contain the Policy Committee or MVSS recommendation. If the recommendation is made by less than a quorum, that fact shall be noted on the Board agenda item.
4. The Board of Directors makes the final determination on all recommendations made by Policy Committees or MVSS.
5. In recognition of time constraints and extenuating circumstances, the Board of Directors acknowledge the need to place action items on agendas which have not had prior Policy Committee or MVSS review. In such instances, the following procedures shall govern the placement of items:
    a. Staff shall recommend placement of items on the consent or discussion agenda based on information relative to program impact and nature of the item.
    b. Notations will be made on the face agenda declaring the absence of Policy Committee or MVSS review and citing the reason.
    c. Justification for the lack of Policy Committee or MVSS review shall be contained in the agenda item under the section marked *Reviewed By*.
    d. The Executive Director shall approve placement of items on the Board of Directors agenda that have not had prior Policy Committee or MVSS review.

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6. The following annual items may be placed directly on the Board's discussion calendar without prior review by a Policy Committee or MVSS:

    - Annual Comprehensive Financial Report
    - Appropriations Limitation for Fiscal Year
    - Construction Contract Awards (Policy 11000 - Contracting and Procurement)
    - Fiscal Year Proposed Budget for Adoption
    - Freeway Service Patrol (FSP) Driver Recognition Awards
    - Resolution(s) of Necessity

VII. PAYMENT OF STIPEND AND EXPENSE REIMBURSEMENT

A. Board Members shall be paid stipends for attendance at meetings of the Board of Directors as follows:

1. SBCTA Board Members shall receive a stipend of $100 for attendance at each SBCTA Board of Directors meeting, and other authorized meetings they attend, not to exceed $400 per month, pursuant to California Public Utilities Code § 130108(a).

2. SBCOG Board Members shall receive a stipend of $100 for attendance at each SBCOG Board of Directors meeting, and also may be compensated at a rate not exceeding $100 for any day attending to the business of SBCOG, not to exceed $200 per month.

B. SBCTA Board Members shall receive a stipend of $100 for their participation in Policy Committee and MVSS meetings, with the exception of Legislative Policy Committee (LPC). No stipend shall be paid for attendance at LPC meetings.

C. Payment of stipends to Board Members may also be authorized for attendance at other meetings as specifically approved by the Board of Directors.

D. Board Members appointed to represent SBCTA on the Mobile Source Air Pollution Reduction Review Committee (MSRC) for the South Coast Air Basin shall be paid stipends for attendance at MSRC meetings.

E. Board Members will be reimbursed for reasonable and necessary expenses when performing duties related to his or her role as a member of the Board of Directors, consistent with the rules adopted in the agency Personnel Policies for regular SBCTA employees.

F. Designated alternates shall be paid stipends and receive expense reimbursement only when acting as the alternate member for their city in the absence of the primary Board Member. SBCTA shall not pay stipends or expense reimbursement for staff of member jurisdictions.

G. With the exception of A., above, no Board Member shall be paid more than one stipend payment for any one day.

VIII. PRESIDENTIAL APPOINTMENTS

A. Presidential Appointments

1. Board Members:

    By action of the Board of Directors, the President is authorized to appoint and/or recommend Board Members to the following:

    - Ad Hoc Committees
    - California Association of Councils of Governments (CALCOG)
    - Legislative Policy Committee
    - Inland Regional Energy Network (I-REN)
    - Metro Gold Line Foothill Extension Construction Authority
    - Southern California Association of Governments (SCAG) Subregional Representatives
    - Transit Policy Committee
    - Other such regular or special committee appointment as may be approved by action of the Board of Directors

2. SBCTA/SBCOG Representative:

    By action of the Board of Directors, the President is authorized to appoint and/or recommend a respresentative(s) to the following:

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- Mobile Source Air Pollution Reduction Review Committee Technical Advisory Committee (MSRC-TAC)

B. Appointment Procedures

The following procedures shall be followed when making appointments listed above in VIII.A.:

1. All opportunities for appointment of Board Members to regular or special committees shall be noticed in the agenda prior to Presidential appointment.
2. Appointees, Committee Chairs and other appropriate parties shall be notified in writing of Presidential appointments.
3. All Presidential appointments shall be noticed in the Board agenda immediately following the appointment(s) for the purpose of advising the Board of Directors of the status of committee membership and representation.

IX. RULES FOR ADDRESSING THE BOARD

In order to ensure that all interested members of the public are afforded the opportunity to address items of concern, the following rules shall apply when addressing Board Members during Board of Directors meetings.

A. Opportunity to Speak

1. Any member of the public may address the Board:
   a. On any agenda item before or during the Board's consideration of the item.
   b. On any matter that is within the subject matter jurisdiction of the Board at the time provided on the agenda for public comment.
2. All members of the public wishing to address the Board as provided herein may submit a Request to Speak form in advance of the Board's consideration of the item. A separate Request to Speak form may be submitted for each item that a person desires to address. When recognized by the President, the person wishing to address the Board shall, step up to the podium and announce his or her name.

B. Time Limit

1. The President, in the interest of facilitating the business of the Board, shall limit the amount of time which a member of the public may use in addressing the Board to three minutes per item, unless the President, or a majority of the Board, determines that a different limit is appropriate. In addition, the President, in the interest of facilitating the business of the Board, shall limit the total amount of time which a member of the public may use in addressing the Board on all agenda items to twelve minutes, unless the President, or majority of the Board, determines that a different limit is appropriate.
2. An appellant or a named party to an agenda item shall not be subject to the time limitations on that item otherwise specified in B.1. above, but shall be subject to reasonable limitations as determined by the President.

C. Disruptive Conduct

In the event that any meeting of the Board is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the President may recess the meeting or order the person, group, or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting.

Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner.

X. RETENTION OF SBCTA/SBCOG RECORDS

Board Members are responsible for maintaining any public records created and/or stored through personal account use pursuant to Records Management and Retention Policy No. 10105. Where personal accounts (e.g. email, cell phone, etc.) are used to conduct agency business, Board Members, as custodians of their own records, are required to search those accounts when records requests are made, and respond to the Clerk of the Board concerning whether they have any responsive records. Board Members may be required to execute a declaration concerning their search of private/personal account records.

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XI. POST SERVICE RESTRICTIONS

No member of the Board of Directors, for a period of one year after leaving office, shall, for compensation, act as agent or attorney for, or otherwise represent, any other person by making any formal or informal appearance, or by making any oral or written communication before the Board, any committee or subcommittee thereof, any present Member of the Board, or any officer or employee, if the appearance or communication is made for the purpose of influencing SBCTA or SBCOG action. The restrictions of this section shall not apply to actions undertaken to represent a member agency of SBCTA or SBCOG when a person is serving on the legislative body of the member agency.

XII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New policy adopted by the Board of Directors. Merged content from Policy Nos. 10001, 10003, 10005, 10010, 10026, 10050, and 10052 to create an all inclusive policy for the Board of Directors. Approved 05/07/25, Board Agenda Item 25.	05/07//25
1	Revised Section IX.A to remove reference to Gov. Code § 54954.3(a) per recent updates to the Brown Act.	12/03/25

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Meeting Procedures and Rules of Conduct

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

Members of the Board of Directors and any Policy Committee with a disability may participate in any meetings of their respective legislative bodies by remote participation as a reasonable accommodation in accordance with Government Code Sec. 54953(c).

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.

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Los miembros de la Junta Directiva y de cualquier Comité de Políticas que tengan una discapacidad podrán participar en cualquier reunion de sus respectivos órganos legislativos mediante participación remota como una adaptación razonable de conformidad con el artículo 54953(c)~~©~~ del Código de Gobierno.

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.

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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.

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Minute Action

AGENDA ITEM: 22

Date: December 3, 2025

Subject:
Construction Contract Award for Interstate-215 Landscape Bi-County/Segment-5 Project

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

A. Award Construction Contract No. 24-1003062 to the lowest responsive, responsible bidder, Marina Landscape, Inc., for the Interstate 215 Bi-County/Segment-5 Landscape Project in a not-to-exceed amount of $8,601,921.10 to be funded with Measure I Valley Freeway Program funds, Federal Surface Transportation Program funds, and Projects of National and Regional Significance funds.

B. Approve a contingency allowance in a not-to-exceed amount of $1,003,356.01 for Contract No. 24-1003062, for Project Contingency, Agency Furnished Materials and Supplemental Work, to be released, as necessary for the project, in accordance with Contracting and Procurement Policy No. 11000, to be funded with Measure I Valley Freeway Program funds.

Background:
Under prior authorization granted by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) on July 3, 2024, the SBCTA Executive Director authorized the release of the Invitation for Bids (IFB) No. 24-1003062 for the Interstate 215 (I-215) Bi-County/Segment-5 Landscape Project.

The IFB was released on September 3, 2025, and sent to 902 vendors registered on PlanetBids and was downloaded by 40 firms. The solicitation was issued in accordance with SBCTA's policies and procedures for construction projects.

The question-and-answer period closed on September 17, 2025, and responses were posted on October 7, 2025.

On October 15, 2025, SBCTA received two bids, one from Marina Landscape, Inc., and one from Beador Construction Company, Inc. The SBCTA Procurement Analyst conducted a responsiveness check and deemed the bids responsive.

Marina Landscape, Inc. was determined to be the lowest responsive, responsible, and compliant bidder. Therefore, staff recommends that the Board award Contract No. 24-1003062 for the Project to Marina Landscape, Inc., in a not-to-exceed amount of $8,601,921.10.

Staff also recommends approving an allowance/contingency in the not-to-exceed amount of $1,003,356.01 for Contract No. 24-1003062. This amount includes $130,149.00 for supplemental work and $873,207.01 allocated for project contingency, as shown in Attachment B to this item.

Pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, construction contracts that are awarded to the lowest responsive and responsible bidder may proceed directly to the Board without prior review or recommendation by a Policy Committee.

Attachment A provides a listing of the bid results, and Attachment B summarizes allowances for supplemental work, agency furnished materials and contingency.

Entity: San Bernardino County Transportation Authority

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Freeway Program funds, Federal Surface Transportation Program (STP) funds, and Projects of National and Regional Significance (PNRS) funds in Program 40, Project Delivery under Task 0820 Freeway Projects, Sub-Task 0838e I-215 Segment-5 Landscape Project and Sub-Task 0839b I-215 Bi-County Landscape Project.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its December 3, 2025 meeting pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d., as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:
Juan Lizarde, Project Manager

ATTACHMENT A
Final Bid Opening Results

IFB Number: 24-1003062
IFB Title: I-215 BI-COUNTY/SEGMENT-5 LANDSCAPE PROJECT
Bid Due Date: October 15, 2025, 2:00 p.m.

#	Bidder	Bid Amount
1	Marina Landscape, Inc.	$8,601,921.10
2	Beador Construction Company, Inc.	$9,850,700.00

Attachment: Attachment A (bid listing referenced in staff report) (10436 : I-215 Bi-County/Segment-5 CON Contract Award)

Contract No. 24-1003062 **ATTACHMENT "B"**

ITEM CODE	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
	PROJECT CONTINGENCY				
	10% CONTINGENCY	LS	1	$873,207.01	$873,207.01
				SUBTOTAL	**$873,207.01**
	SUPPLEMENTAL COSTS				
066595	WATER POLLUTION CONTROL MAINTENANCE SHARING	LS	1	$2,675.00	$2,675.00
066596	ADDITIONAL WATER POLLUTION CONTROL	LS	1	$1,605.00	$1,605.00
066610	PARTNERING	LS	1	$10,700.00	$10,700.00
066861	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEMS	LS	1	$8,910.00	$8,910.00
066916	ANNUAL CONSTRUCTION GENERAL PERMIT FEES	LS	1	$1,029.00	$1,029.00
066921	DISPUTE RESOLUTION ADVISOR	LS	1	$22,230.00	$22,230.00
				SUBTOTAL	**$47,149.00**
	AGENCY (SBCTA) FURNISHED MATERIALS				
066062	COZEEP	LS	1	$80,000.00	$80,000.00
066063	TRAFFIC MANAGEMENT PLAN - PUBLIC INFORMATION	LS	1	$3,000.00	$3,000.00
				SUBTOTAL	**$83,000.00**
				GRAND TOTAL	**$1,003,356.01**

Attachment: Attachment-B (Contingency Summary) (10436 : I-215 Bi-County/Segment-5 CON Contract

Contract Summary Sheet

General Contract Information

Contract No: 24-1003062 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 03145 Vendor Name: Marina Landscape, Inc.

Description: I-215 Bi-County/Segment-5 Landscape Project

List Any Related Contract Nos.: 18-1001904

Dollar Amount

Original Contract	$	8,601,921.10	Original Contingency	$	1,003,356.01
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**8,601,921.10**	**Total Contingency Value**	**$**	**1,003,356.01**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**9,605,277.11**

Contract Authorization

Board of Directors Date: 12/03/2025 Board Item # 10436

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No N/A

Local Construction N/A

Accounts Payable

Estimated Start Date: 12/03/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 8,601,921.10	Total Contingency: $ 1,003,356.01
GL:	4110	40	0820	0838	53701	41100000	650	MSI Freeway	347,053.13	468,733.16
GL:	2040	40	0820	0838	53701	42104003	650	PNRS	623,137.00	-
GL:	2010	40	0820	0838	53701	42101006	650	STP	3,006,981.47	-
GL:	4110	40	0820	0839	53701	41100000	650	MSI Freeway	914,731.50	534,622.85
GL:	2010	40	0820	0839	53701	42101006	650	STP	3,710,018.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Pralisa Amatya
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: The contingency amount above includes 10% contingency of $873,207.01 and Agency Furnished Materials and Supplemental Work of $130,149.00.

Attachment: 24-1003062_CSS (10436 : I-215 Bi-County/Segment-5 CON Contract Award)

CONTRACT 24-1003062

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

MARINA LANDSCAPE, INC.

FOR

I-215 BI-COUNTY/SEGMENT-5 LANDSCAPE PROJECT

This contract ("Contract"), effective on the Effective Date as defined herein, is by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Marina Landscape, Inc. ("CONTRACTOR"), whose address is 3707 W Garden Grove Blvd Orange, CA 92868. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

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RECITALS:

WHEREAS, SBCTA has determined that it requires construction of the I-215 Bi-county/Segment-5 Landscape Project; and

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract Articles; Exhibit A – LAPM Exhibit 12-G (which includes Form FHWA-1273); Exhibit B - Prevailing Wage Rates attached to the contract; Invitation For Bids 24-1003062 (IFB) dated September 3, 2025; bid dated October 15, 2025; California Department of Transportation Standard Plans, dated 2024; the Standard Specifications, dated 2024; 2015 Green Book; the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Drawings, entitled I-215 Landscape Final Approved Plans; Addenda No's. 1, 2, 3, 4, 5 and 6; Project Plans dated July 21, 2025; and Performance and Payment Bonds.

Attachment: 24-1003062 - PDF (10436 : I-215 Bi-County/Segment-5 CON Contract Award)

ARTICLE 2. BONDS

CONTRACTOR will furnish a Payment Bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance Bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

Upon final acceptance of the project work by SBCTA, CONTRACTOR may obtain a release of the Performance Bond and Payment Bond if CONTRACTOR provides to SBCTA and maintains a Warranty Bond, in the form provided by SBCTA in the IFB, or such other security as SBCTA may approve in its sole discretion, that guarantees performance of Work required to be performed during the period following final acceptance of the Project work, including Warranty Work, and which shall also constitute a payment bond guaranteeing payment to persons performing such Work (the "Warranty Bond"). The Warranty Bond, if used, shall guarantee the performance of CONTRACTOR's warranties and warranties of its subcontractors and run in favor of and be enforceable by SBCTA, the California Department of Transportation, utility owners and local agencies (as applicable) for the warranty obligations under the Contract.

If used, the Warranty Bond shall be in an amount specified of ten (10) percent of the amount payable to CONTRACTOR under the Contract ("Warranty Bond Amount"). SBCTA will release the Warranty Bond upon the expiration of the Warranty Period, provided the following conditions have been met: (i) CONTRACTOR is not in default under this Contract and no event has occurred that, with the passage of time or the giving of notice, would constitute a default under this Contract; and (ii) SBCTA receives either (a) evidence satisfactory to SBCTA that all persons eligible to file a claim against the Warranty Bond have been fully paid and unconditional releases of liens and stop payment notices from all subcontractors, if any, that filed preliminary notice of a claim against the Warranty Bond; or (b) the statutory period for subcontractors to file a claim against the Warranty Bond has expired and no claims have been filed.

ARTICLE 3. PROMPT PAYMENT/RETENTION

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than seven days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall

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Attachment: 24-1003062 - PDF (10436 : I-215 Bi-County/Segment-5 CON Contract Award)

subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

SBCTA has adopted a prompt payment provision on all U.S. Department of Transportation (DOT) assisted contracts to facilitate timely payment to all subcontractors/subconsultants in accordance with regulatory mandates. This provision requires a Contractor to issue payment to all subcontractors, for satisfactory performance of their contracts, no later than seven (7) days from receipt of each payment made to the Contractor.

Commencing with the Contractor's second Pay Application Request/Invoice, the Contractor shall provide SBCTA with evidence in the form of a signed assurance that the Contractor has paid all subcontractors/subconsultants all amounts due for work that the subcontractor/subconsultant has satisfactorily performed. The statement of compliance, signed under penalty of perjury, may be included within the Pay Application document or as an attachment.

Attention is directed to the Prompt Payment Certification Form attached as Appendix C of these special provisions.

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor.

ARTICLE 4. COMPENSATION

4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of **EIGHT MILLION, SIX HUNDRED ONE THOUSAND, NINE HUNDRED TWENTY-ONE DOLLARS AND TEN CENTS** ($8,601,921.10), including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work at the progress payment date or of the full payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment will be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount

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directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.

4.3 In addition, on any partial payment made after 95 percent of the work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the work and other requirements of the Contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the CONTRACTOR and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to SBCTA's Director of Project Delivery; the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.

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Item Num	Item Code	Description	Reference	Unit of Measure	Quantity	Marina Landscape Inc. - Unit Price	Marina Landscape Inc. - Line Total
1	014649	WATER SERVICE CONNECTION (CITY)		EA	4	$6,500.00	$26,000.00
2	039538	FLASHING ARROW BOARD		EA	1	$10,000.00	$10,000.00
3	070030	LEAD COMPLIANCE PLAN		LS	1	$1,000.00	$1,000.00
4	070435	NOISE MONITORING		LS	1	$5,000.00	$5,000.00
5	080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)		LS	1	$6,500.00	$6,500.00
6	090100	TIME RELATED OVERHEAD		WDAY	250	$450.00	$112,500.00
7	090200	DISPUTE RESOLUTION ADVISOR ON-SITE MEETING		EA	8	$350.00	$2,800.00
8	090207	HOURLY OFF-SITE DISPUTE RESOLUTION ADVISOR RELATED TASKS		HR	10	$250.00	$2,500.00
9	100100	DEVELOP WATER SUPPLY		LS	1	$25,000.00	$25,000.00
10	120090	CONSTRUCTION AREA SIGNS		LS	1	$35,000.00	$35,000.00
11	120100	TRAFFIC CONTROL SYSTEM		LS	1	$65,000.00	$65,000.00
12	120103	STATIONARY IMPACT ATTENUATOR VEHICLE		WDAY	250	$500.00	$125,000.00
13	120116	TYPE II BARRICADE		EA	21	$130.00	$2,730.00
14	120119	TRAFFIC CONE		EA	140	$25.00	$3,500.00
15	120120	TYPE III BARRICADE		EA	14	$300.00	$4,200.00
16	120182	PORTABLE DELINEATOR		EA	521	$50.00	$26,050.00
17	128652	PORTABLE CHANHEABLE MESSAGE SIGN		LS	1	$24,000.00	$24,000.00
18	130100	JOB SITE MANAGEMENT		LS	1	$45,000.00	$45,000.00
19	130301	PREPARE STORMWATER POLLUTION PREVENTION PLAN		LS	1	$3,500.00	$3,500.00
20	130560	TEMPORARY SOIL BINDER		SQYD	60300	$0.10	$6,030.00
21	130610	TEMPORARY CHECK DAM		EA	1431	$70.00	$100,170.00

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22	130620	TEMPORARY DRAINAGE INLET PROTECTION		EA	53	$400.00	$21,200.00
23	130640	TEMPOARY FIBER ROLL		LF	5900	$3.50	$20,650.00
24	130710	TEMPORARY CONSTRUCTION ENTRANCE		EA	33	$3,500.00	$115,500.00
25	130900	TEMPORARY CONCRETE WASHOUT		LS	1	$2,500.00	$2,500.00
26	146002	CONTRACTOR SUPPLIED BIOLOGIST		LS	1	$15,000.00	$15,000.00
27	160110	TEMPORARY HIGH-VISIBILITY FENCE		LF	2350	$2.00	$4,700.00
28	170103	CLEARING AND GRUBBING		LS	1	$35,000.00	$35,000.00
29	210010	MOVE-IN/MOVE-OUT (EROSION CONTROL)		EA	4	$2,500.00	$10,000.00
30	200002	ROADSIDE CLEARING		LS	1	$350,000.00	$350,000.00
31	200108A	DECORATIVE BOULDERS 'A' - 8' DIA.		EA	19	$5,200.00	$98,800.00
32	200109A	DECORATIVE BOULDERS 'B' - 6' DIA.		EA	22	$1,950.00	$42,900.00
33	200110A	DECORATIVE BOULDERS 'C' - 4' DIA.		EA	26	$750.00	$19,500.00
34	200114	ROCK BLANKET		SQFT	57317	$20.00	$1,146,340.00
35	202006	SOIL AMENDMENT		CY	298	$60.00	$17,880.00
36	202038	PACKET FERTILIZER		EA	4879	$0.25	$1,219.75
37	202040	MYCORRHIZAE INOCULANT		LB	800	$6.00	$4,800.00
38	203100	SOIL TESTING		EA	13	$450.00	$5,850.00
39	204096	MAINTAIN EXISTING LANDSCAPED AREA		LS	1	$36,000.00	$36,000.00
40	204011	PLANT (GROUP K)		EA	202	$550.00	$111,100.00
41	204035	PLANT (GROUP A)		EA	6018	$25.00	$150,450.00
42	204036	PLANT (GROUP B)		EA	676	$45.00	$30,420.00
43	204038	PLANT (GROUP U)		EA	190	$250.00	$47,500.00
44	204099	PLANT ESTABLISHMENT PERIOD (1 YEAR)		LS	1	$50,000.00	$50,000.00
45	205029A	GRAVEL MULCH TYPE 1 - 'PEWTER GRAY' (1"-3") - 4" D.		SQFT	183095	$3.50	$640,832.50
46	205030A	GRAVEL MULCH TYPE 2 - 'INDIAN RED' (1"-3") - 4" D.		SQFT	102892	$3.50	$360,122.00

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47	205031A	GRAVEL MULCH TYPE 3 - 'PEWTER GRAY' (3/4") - 4" D.		SQFT	59716	$3.50	$209,006.00
48	205032A	GRAVEL MULCH TYPE 4 - 'INDIAN RED' (3/4") - 4" D.		SQFT	27640	$3.50	$96,740.00
49	205033A	GRAVEL MULCH TYPE 5 - 'CALIFORNIA GOLD' (1-3") - 4" D.		SQFT	80297	$3.50	$281,039.50
50	205033A	GRAVEL MULCH TYPE 6 - 'CALIFORNIA GOLD' (3/4") - 4" D		SQFT	15374	$3.50	$53,809.00
51	205035	WOOD MULCH		CY	6059	$50.00	$302,950.00
52	206005	HDPE EDGING		LF	3892	$12.00	$46,704.00
53	206007	STEEL EDGING		LF`	1621	$16.00	$25,936.00
54	206400	CHECK AND TEST EXISTING IRRIGATION FACILITIES		LS	1	$5,000.00	$5,000.00
55	206559	CONTROL AND NEUTRAL CONDUCTORS (ARMOR-CLAD)		LS	1	$250,000.00	$250,000.00
56	206562	1" REMOTE CONTROL VALVE		EA	51	$1,250.00	$63,750.00
57	206564	1 1/2" REMOTE CONTROL VALVE		EA	13	$1,500.00	$19,500.00
58	206565	2" REMOTE CONTROL VALVE		EA	2	$1,650.00	$3,300.00
59	206569A	1 1/2" ELECTRIC REMOTE CONTROL VALVE (MASTER)		EA	2	$2,000.00	$4,000.00
60	206569B	2" ELECTRIC REMOTE CONTROL VALVE (MASTER)		EA	6	$2,500.00	$15,000.00
61	206633	1 1/2" WYE STRAINER ASSEMBLY		EA	2	$1,500.00	$3,000.00
62	206634	2" WYE STRAINER ASSEMBLY		EA	6	$2,000.00	$12,000.00
63	206758	24-32 STATION IRRIGATION CONTROLLER (WALL MOUNTED)		EA	8	$9,500.00	$76,000.00
64	208301	IRRIGATION CONTROLLER ENCLOSURE CABINET		EA	8	$500.00	$4,000.00
65	208425	1 1/2" BACKFLOW PREVENTER ASSEMBLY		EA	2	$5,000.00	$10,000.00
66	208426	2" BACKFLOW PREVENTER ASSEMBLY		EA	6	$5,500.00	$33,000.00

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67	208440	BACKFLOW PREVENTER ENCLOSURE		EA	8	$3,500.00	$28,000.00
68	208442	FLOW SENSOR		EA	8	$2,500.00	$20,000.00
69	208445	TREE WELL SPRINKLER ASSEMBLY		EA	2988	$50.00	$149,400.00
70	208446	RISER SPRINKLER ASSEMBLY (GEAR DRIVEN)		EA	83	$120.00	$9,960.00
71	208588	3" GATE VALVE	F	EA	21	$2,500.00	$52,500.00
72	208594	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	F	LF	32000	$4.50	$144,000.00
73	208595	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	F	LF	30100	$5.00	$150,500.00
74	208596	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	F	LF	2384	$5.50	$13,112.00
75	208597	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	F	LF	1700	$6.00	$10,200.00
76	208589	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	F	LF	240	$8.50	$2,040.00
77	208599	2 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	F	LF	250	$10.00	$2,500.00
78	208607	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)		LF	19037	$12.50	$237,962.50
79	208640	PRESSURE REGULATING VALVE		EA	1	$3,500.00	$3,500.00
80	208683	BALL VALVE		EA	52	$1,500.00	$78,000.00
81	208690A	PVC PIPE CONDUIT (SLEEVE) - 2"		LF	51	$20.00	$1,020.00
82	208690B	PVC PIPE CONDUIT (SLEEVE) - 6"		LF	31	$25.00	$775.00
83	208739	10" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT		LF	210	$55.00	$11,550.00
84	208821	12" WELDED STEEL PIPE CONDUIT		LF	200	$1,200.00	$240,000.00
85	740400	BOOSTER PUMP		LS	1	$55,000.00	$55,000.00
86	210300	HYDROMULCH		SQFT	580219	$0.05	$29,010.95
87	210430	HYDROSEED		SQFT	580219	$0.05	$29,010.95
88	210610	COMPOST		CY	3582	$55.00	$197,010.00
89	210630	INCORPORATE MATERIALS		SQFT	580219	$0.05	$29,010.95
90	260203	CLASS 2 AGGREGATE BASE		CY	468	$140.00	$65,520.00

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Attachment: 24-1003062 - PDF (10436 : I-215 Bi-County/Segment-5 CON Contract Award)

		- 6"D ACCESS ROAD					
91	731509	MINOR CONCRETE (CONCRETE MOW STRIP)		CY	112	$1,500.00	$168,000.00
92	731518	MINOR CONCRETE (BRUSHED CONCRETE) (DAVIS COLOR 641)		SQFT	804	$40.00	$32,160.00
93	802520	72" CHAIN LINK GATE (TYPE CL-6)		EA	1	$6,500.00	$6,500.00
94	803050	REMOVE CHAIN LINK FENCE		LF	40	$100.00	$4,000.00
95	820113	TREATMENT BEST MANAGEMENT PRACTICE MARKER		EA	16	$450.00	$7,200.00
96	870136	ELECTRIC SERVICE FOR IRRIGATION		LS	1	$111,000.00	$111,000.00
97	871900	MODIFYING FIBER OPTIC CABLE SYSTEMS		LS	1	$160,000.00	$160,000.00
98	995100	WATER METER CHARGES		LS	1	$228,000.00	$228,000.00
99	995200	IRRIGATION WATER SERVICE CHARGES		LS	1	$25,000.00	$25,000.00
100	999990	MOBILIZATION (10%)		LS	1	$816,000.00	$816,000.00
						Subtotal	$8,601,921.10
						Total	$8,601,921.10

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ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

Attachment: 24-1003062 - PDF (10436 : I-215 Bi-County/Segment-5 CON Contract Award)

ARTICLE 7. PERMITS AND LICENSES

CONTRACTOR agrees that he/she is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain such license throughout the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current, as required by the "Notice to Bidders and Special Provisions," all permits required throughout the duration of the Project.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SBCTA, DOT, including but not limited to the Federal Transit or Federal Highway Administration, and the Comptroller General of the United States, or other authorized representatives or agents of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, Caltrans, FHWA or FTA, or its representatives or agents to reproduce any materials as reasonably necessary.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

ARTICLE 10. NONDISCRIMINATION

This contract is subject to the California Fair Employment and Housing Act, Government Code Sections 12900 et seq. The CONTRACTOR and any subcontractor(s) shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the performance of this contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or such other remedy, as SBCTA deems appropriate.

ARTICLE 11. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION

CONTRACTOR must comply with EEO requirements set forth in Exhibit A – LAPM Exhibit 12-6, attached to this Contract and incorporated herein.

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person

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having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR.

ARTICLE 13. REPRESENTATIONS

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

ARTICLE 14. PROPRIETARY RIGHTS/CONFIDENTIALITY

14.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents, data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the property of SBCTA.

14.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.

14.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless: (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors; or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall remain confidential until released in writing by SBCTA except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

14.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.

14.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties. CONTRACTOR shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.

14.6 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).

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14.7 CONTRACTOR, its employees, agents and subcontractors shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 15. TERMINATION

15.1 Termination for Convenience. SBCTA shall have the right at any time, without cause, to terminate further performance of Work by giving thirty (30) calendar days' written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services and shall preserve work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

15.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.

15.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee for such Services satisfactorily executed to the date of termination.

15.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with SBCTA's instructions, plus the actual cost necessarily incurred in effecting the termination.

15.2 Termination for Cause. In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its insolvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

15.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

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15.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 16. STOP WORK ORDER

Upon failure of CONTRACTOR or its subcontractors to comply with any requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination provision herein.

ARTICLE 17. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract.

Per Public Contract Code (PCC) § 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

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(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code .

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing,

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shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

ARTICLE 18. INSURANCE

18.1 CONTRACTOR shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, within 10 days after SBCTA issues a notice of award. SBCTA reserves the right to require full-certified copies of all Insurance coverages and endorsements. Prior to commencing the Work, at all times during the performance of the Work, and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

18.2 Commercial General Liability Insurance. The policy must include the following:

- CONTRACTOR shall maintain a commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage. If necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **$5,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
    - $2,000,000 per occurrence limit for property damage or bodily injury
    - $1,000,000 per occurrence limit for personal injury and advertising injury
    - $2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA determines it is in SBCTA's best interest to require such coverage.
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

18.3 Umbrella/Excess CGL Insurance. The policy must include the following:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

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

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

18.4 Commercial Auto Insurance. The policy must include the following:

- A total limit of liability of not less than **$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with section 18.3 (Umbrella/Excess CGL) of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONTRACTOR services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

18.5 Workers' Compensation/Employer's Liability Insurance. The policies must include the following:

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a

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waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees in Article 19 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days' advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days' advance notice of cancellation shall be provided.

18.6 Professional Liability. Intentionally Omitted

18.7 Builder's Risk Insurance. Intentionally Omitted

18.8 Contractor's Pollution Liability Insurance. The policy must include the following:

- $1,000,000 per claim or occurrence limits/$2,000,000 in the aggregate
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

18.9 Railroad Protective Liability Insurance. Intentionally Omitted

18.10 General Provisions

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

18.10.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority (SBCTA), State of California (Caltrans), and their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

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

18.10.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require

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its subcontractors to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA. Without SBCTA's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than $10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, in its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

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

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

18.10.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days' prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at insurance@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

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18.10.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, secure any coverage SBCTA deems necessary to fill the gap caused by the lapse in CONSULTANT's coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to the obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR or any subcontractor of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

18.10.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

18.10.10 Subcontractors' Insurance. Insurance required of the CONTRACTOR shall be also provided by subcontractors or by CONTRACTOR on behalf of all subcontractors to cover their services performed under this Contract. CONTRACTOR may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. CONTRACTOR shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.

18.10.11 Higher limits. The Insurance obligations under this agreement shall be the greater of 1- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

18.10.12 Non-Limitation of Insurance Requirements. The insurance coverage and limits required under this Contract are minimum requirements and are not intended to limit the CONTRACTOR's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONTRACTOR shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by law and any other agreements with which the CONTRACTOR is required to comply, including any third-party agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONTRACTOR arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action"

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claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONTRACTOR acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

18.10.13 Project Specific Insurance. All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

18.10.14 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

18.10.15 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this Contract, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

ARTICLE 19. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority, Caltrans, and their respective officers, directors, members, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR's duty to defend and indemnification obligations shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation applies to the "passive" negligence of any of the Indemnitees but does not apply to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

ARTICLE 20. OWNERSHIP OF DOCUMENTS

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

ARTICLE 21. RECORD INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents, including but not limited to the U.S. Department of Transportation, Federal Highway Administration or Federal Transit

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

ARTICLE 22. INDEPENDENT CONTRACTOR

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

ARTICLE 23. ATTORNEY'S FEES

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

ARTICLE 24. GOVERNING LAW AND VENUE

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

ARTICLE 25. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 26. PRECEDENCE

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Notice to Bidders and Special Provisions

ARTICLE 27. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received when: (a) upon actual delivery, if delivery is personally made, or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when made outside regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at

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the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

To CONTRACTOR	To SBCTA
Marina Landscape, Inc.	**San Bernardino County Transportation Authority**
3707 W. Garden Grove Blvd.	**1170 W. 3rd Street, 2nd Floor**
Orange, CA 92868	**San Bernardino, CA 92410-1715**
Attn: Ali Tavakoli	**Attn: Ben Quintana**
Email: atavakoli@marinaco.com	**Email: bquintana@gosbcta.com**
2nd Contact: Kristin Ness	**cc: Procurement Manager**
Email: kness@marinaco.com	**Email: procurement@gosbcta.com**
Phone: (714) 939-6600	**Phone: (909) 884-8276**

ARTICLE 28. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Highway Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR's failure to comply shall constitute a material breach of Contract.

ARTICLE 29. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of **Six Thousand Seven Hundred Dollars ($6,700.00)** per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable in accordance with the Force Majeure article of this Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 30. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of the Contract or any Contract part, either voluntarily or by operation of law, without prior written consent from SBCTA.

ARTICLE 31. SUBCONTRACTS

31.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization (23 CFR § 635.116).

31.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

31.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of

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contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

31.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.

31. 3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 32. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work and CONTRACTOR shall cooperate fully with the other contractors' and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by SBCTA.

ARTICLE 33. PREVAILING WAGE REQUIREMENTS

33.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

33.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions.

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ARTICLE 34. SAFETY

34.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR § 635.108). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee in performance of this Contract to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3704, 3705).

34.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3704, 3705).

ARTICLE 35. DISADVANTAGED BUSINESS ENTERPRISE

Intentionally Omitted.

ARTICLE 36. NONSEGREGATED FACILITIES

36.1 As prescribed by 41 CFR 60-1.8, CONTRACTOR must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. CONTRACTOR may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. CONTRACTOR's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated.

36.2 The term "facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities. CONTRACTOR shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between the sexes. However, nothing in this Article shall prohibit separate facilities necessary to comply with the Americans with Disabilities Act (e.g., disabled parking).

36.3 All subcontracts of $10,000 shall contain the provisions of this Article.

ARTICLE 37. TITLE VI ASSURANCES

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

37.1 Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

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37.2 Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the CONTRACT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

37.3 Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

37.4 Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by SBCTA, the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.

37.5 Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Contract, SBCTA shall impose such sanctions as it, Caltrans or the FHWA may determine to be appropriate, including, but not limited to:

37.5.1 withholding of payments to CONTRACTOR under the Contract within a reasonable period of time, not to exceed 90 days; and/or

37.5.2 cancellation, termination or suspension of the Contract, in whole or in part.

37.6 Incorporation of Provisions: CONTRACTOR shall include the provisions of sections 37.1 through 37.6 in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as SBCTA, the California Department of Transportation or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request that SBCTA enter into such litigation to protect the interests of SBCTA, that the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 38. RECORD OF MATERIALS, SUPPLIES AND LABOR

Intentionally Omitted.

ARTICLE 39. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

CONTRACTOR agrees that in order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, CONTRACTOR's suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or

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misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR § 635.119) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. § 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than five years or both."

ARTICLE 40. CARGO PREFERENCE ACT (CPA)

CONTRACTOR must comply with the Cargo Preference Act requirements set forth in Exhibit A – LAPM Exhibit 12-G, attached to this Contract.

ARTICLE 41. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 42. CONFIDENTIALITY

See Article 14.

ARTICLE 43. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 44. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the

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drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the interpretations made by CONTRACTOR on the basis of the information made available by SBCTA.

ARTICLE 45. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act as amended (42 USC sec. 6962), including but not limited to 40 CFR Part 247 and Executive Order 13101, as applicable. CONTRACTOR agrees to include this Article in all of its subcontracts.

ARTICLE 46. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to FHWA and appropriate Environmental Protection Agency (EPA) Regional Office. CONTRACTOR shall include this requirement in all subcontracts and further agrees to take such action SBCTA may direct as a means of enforcing such requirements.

ARTICLE 47 BUY AMERICA

CONTRACTOR must comply with the Buy America requirements set forth in Exhibit A – LAPM Exhibit 12-G, attached to this Contract, and must ensure that all subcontracts for Work on this Project contain a provision requiring compliance with such Buy America requirements. CONTRACTOR shall indemnify SBCTA from any loss, liability and expenses arising out of CONTRACTOR's failure to comply with Buy America requirements.

ARTICLE 48. DRUG FREE WORKPLACE

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

ARTICLE 49. LAPM EXHIBIT 12-G – REQUIRED FEDERAL-AID CONTRACT LANGUAGE

CONTRACTOR expressly acknowledges and agrees that the Required Contract Provisions for Federal-Aid Construction Contracts as set forth in LAPM Exhibit 12-G, attached as Exhibit A (which includes FHWA Form - 1273), are expressly incorporated into this Contract by this reference, and further agrees to comply with such provisions in performance under this Contract. CONTRACTOR further agrees to insert LAPM Exhibit 12-G and Form FHWA – 1273 in each subcontract and to require its inclusion in all lower tier subcontracts awarded in connection with this Contract.

ARTICLE 50. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract, shall not affect the validity or continuing force and effect of any other provision.

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ARTICLE 51. FORCE MAJEURE

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

ARTICLE 52. QUALITY ASSURANCE

The Quality Assurance will be subject to SBCTA's review and approval.

ARTICLE 53. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 54. EFFECTIVE DATE

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

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

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

MARINA LANDSCAPE, INC.

By: _____
Kristin Ness
Assistant Secretary

Date: _____

Licensed in accordance with an act providing for registration of contractors.

492862
License Number

95-3760820
Federal Employer
Identification Number

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

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EXHIBIT A
LAPM EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

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EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

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- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

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contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

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perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
    - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
    a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Quote for bid item work and description of work to be performed
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Subcontracting Request form
        - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

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to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE’s work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

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The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

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A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. [*This provision may be omitted by the Local Agency, at their option.*]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

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3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of_____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County_____the sum of $_____per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

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Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1 Polyvinylchloride
   2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

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10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA’s website: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf]

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

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MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6

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180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.
Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the

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Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

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VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such

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programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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Federal Trainee Program Special Provisions
(to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of_____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____approval for this submitted information before the prime contractor starts work. The City/County of_____credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

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The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of_____reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
   a. Contribute to the cost of the training
   b. Provide the instruction to the apprentice or trainee
   c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S, Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

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In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

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EXHIBIT B
FEDERAL PREVAILING WAGE RATES

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Attachment: 24-1003062 - PDF (10436 : I-215 Bi-County/Segment-5 CON Contract Award)

"General Decision Number: CA20250026 10/03/2025

Superseded General Decision Number: CA20240026

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

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Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/28/2025
7	06/06/2025
8	08/01/2025
9	08/08/2025
10	08/15/2025
11	08/22/2025
12	09/05/2025
13	09/19/2025
14	09/26/2025
15	10/03/2025

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

* BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada

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State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 43.38	15.36
TILE FINISHER	$ 37.96	13.77
TILE LAYER	$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 42.11	14.67
TERRAZZO WORKER/SETTER	$ 49.62	15.26

CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 52.24	26.18
(2) Millwright	$ 52.24	26.68
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 52.37	26.18
(4) Pneumatic Nailer, Power Stapler	$ 52.37	26.18
(5) Sawfiler	$ 52.34	26.18
(6) Scaffold Builder	$ 45.37	25.43
(7) Table Power Saw Operator	$ 52.34	26.18

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2025

	Rates	Fringes
Diver		
(1) Wet	$ 901.92	26.18
(2) Standby	$ 450.96	26.18
(3) Tender	$ 442.96	26.18
(4) Assistant Tender	$ 418.96	26.18

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2025

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EXHIBIT B

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 52.24	26.18
STOCKER/SCRAPPER	$ 21.45	11.27

CARP0721-001 07/01/2025

	Rates	Fringes
Modular Furniture Installer	$ 25.00	13.06

ELEC0440-004 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer	$ 45.23	3%+19.11
Technician	$ 33.09	15.89

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC0477-002 06/01/2024

	Rates	Fringes
Electricians:	$ 53.15	3%+27.48

CABLE SPLICER: $1.50 per hour above Electrician rate.
TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:
Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors
Zone B - Any work performed outside Zone A's 80 road miles, shall add $12.00 per hour to the current wage scale.

ELEC1245-001 01/01/2025

	Rates	Fringes

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LINE CONSTRUCTION

(1) Lineman; Cable splicer	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.26
(3) Groundman	$ 40.76	21.76
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 69.43	38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 64.10	38.75
(2) Dredge dozer	$ 58.13	38.75
(3) Deckmate	$ 58.02	38.75
(4) Winch operator (stern winch on dredge)	$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 56.93	38.75
(6) Barge Mate	$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 53.90	32.80
GROUP 2	$ 54.68	32.80
GROUP 3	$ 54.97	32.80
GROUP 4	$ 56.46	32.80
GROUP 6	$ 56.68	32.80
GROUP 8	$ 56.79	32.80
GROUP 10	$ 56.91	32.80
GROUP 12	$ 57.08	32.80

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GROUP 13	$ 57.18	32.80
GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80
GROUP 18	$ 57.68	32.80
GROUP 19	$ 57.79	32.80
GROUP 20	$ 57.91	32.80
GROUP 21	$ 58.08	32.80
GROUP 22	$ 58.18	32.80
GROUP 23	$ 58.29	32.80
GROUP 24	$ 58.41	32.80
GROUP 25	$ 58.58	32.80

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)

GROUP 1	$ 55.25	32.80
GROUP 2	$ 56.03	32.80
GROUP 3	$ 56.32	32.80
GROUP 4	$ 56.46	32.80
GROUP 5	$ 56.68	32.80
GROUP 6	$ 56.79	32.80
GROUP 7	$ 56.91	32.80
GROUP 8	$ 57.08	32.80
GROUP 9	$ 57.25	32.80
GROUP 10	$ 58.25	32.80
GROUP 11	$ 59.25	32.80
GROUP 12	$ 60.25	32.80
GROUP 13	$ 61.25	32.80

OPERATOR: Power Equipment (Tunnel Work)

GROUP 1	$ 55.75	32.80
GROUP 2	$ 56.53	32.80
GROUP 3	$ 56.82	32.80
GROUP 4	$ 56.96	32.80
GROUP 5	$ 57.18	32.80
GROUP 6	$ 57.29	32.80
GROUP 7	$ 57.41	32.80

PREMIUM PAY:
$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer

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operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator;

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Backhoe operator (up to and including 3/4 yd.); Small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator;

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Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any

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combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

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GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading

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shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow

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the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

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$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer	$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 55.88	23.77
GROUP 2	$ 54.93	23.77
GROUP 3	$ 51.39	23.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-002 07/01/2025

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Attachment: 24-1003062 - PDF (10436 : I-215 Bi-County/Segment-5 CON Contract Award)

EXHIBIT B

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 53.60	25.74
GROUP 2	$ 53.92	25.74
GROUP 3	$ 54.38	25.74
GROUP 4	$ 55.07	25.74
LABORER		
GROUP 1	$ 46.48	25.95
GROUP 2	$ 47.03	25.95
GROUP 3	$ 47.58	25.95
GROUP 4	$ 49.13	25.95
GROUP 5	$ 49.48	25.95

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating

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machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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Attachment: 24-1003062 - PDF (10436 : I-215 Bi-County/Segment-5 CON Contract Award)

EXHIBIT B

LABO0783-005 07/01/2024

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO1184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 47.94	20.86
(2) Vehicle Operator/Hauler	$ 48.11	20.86
(3) Horizontal Directional Drill Operator	$ 49.96	20.86
(4) Electronic Tracking Locator	$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 49.30	23.97
GROUP 2	$ 50.60	23.97
GROUP 3	$ 52.61	23.97
GROUP 4	$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/06/2025

	Rates	Fringes
LABORER		

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PLASTER CLEAN-UP LABORER....$ 46.17 25.97
PLASTER TENDER.....$ 48.72 25.97

Work on a swing stage scaffold: $1.00 per hour additional.

Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 29.59	17.12
(2) All Other Work	$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 49.33	26.82

PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER	$ 53.05	30.64

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER	$ 45.15	19.43

PLAS0200-008 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: $3.00 additional per hour.

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PLAS0500-002 07/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 47.70	27.07

PLUM0016-002 09/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB	$ 68.73	26.81
Work at Fort Irwin Army Base	$ 72.23	26.81
Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base	$ 68.73	26.81
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space	$ 59.85	25.83
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 44.29	24.16
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 61.73	26.81

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* PLUM0345-001 09/01/2025

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 44.75	26.20
Sewer & Storm Drain Work	$ 48.84	23.58

ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER	$ 52.63	20.73

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-009 01/01/2025

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Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

	Rates	Fringes
SPRINKLER FITTER	$ 47.45	28.50

SFCA0709-004 09/01/2025

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire)	$ 58.60	33.65

SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 56.95	30.04

TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 41.59	35.69
GROUP 2	$ 41.74	35.69
GROUP 3	$ 41.87	35.69
GROUP 4	$ 42.06	35.69
GROUP 5	$ 42.09	35.69
GROUP 6	$ 42.12	35.69
GROUP 7	$ 42.37	35.69
GROUP 8	$ 42.62	35.69
GROUP 9	$ 42.82	35.69
GROUP 10	$ 43.12	35.69
GROUP 11	$ 43.62	35.69
GROUP 12	$ 44.05	35.69

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception,

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Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

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preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

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Attachment: 24-1003062 - PDF (10436 : I-215 Bi-County/Segment-5 CON Contract Award)

Minute Action

AGENDA ITEM: 23

Date: December 3, 2025

Subject:
Interstate 10 Contract 1 Landscape Project Construction Contract No. 24-1003144

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

Authorize the Executive Director, or her designee, to execute Construction Contract No. 24-1003144 to the lowest responsive and responsible bidder for the Interstate 10 Contract 1 Landscape Project, upon approval as to form by SBCTA General Counsel.

Background:
The Interstate 10 (I-10) Contract 1 Landscape Project is a follow-on Project to the I-10 Contract 1 Express Lanes Project and part of the San Bernardino Valley Freeway Projects Program. The Project will provide California drought tolerant planting with wood and gravel mulch combined with rock boulders and efficient irrigation.

Due to issues with the I-10 Contract 1 Express Lanes contractor, and in order to meet the scope and environmental requirements of the project, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) took action and procured a separate landscape design contract. In June 2023, the Board awarded the design contract for the landscape component.

On December 4, 2024, the Board awarded a Contract Task Order for Construction Management Services for the Project. The Board authorized the Executive Director, or her designee, to release Invitation for Bids (IFB) No. 24-1003144. The Project received California Department of Transportation Conditional Design Approval on October 30, 2025 and SBCTA released IFB No. 24-1003144 on November 4, 2025, with a bid due date of December 2, 2025.

Since the landscape component was separated and design approval was delayed, field conditions now require timely attention, especially with the upcoming rainy season. For this reason, staff recommends the Board delegate authority to the Executive Director, or her designee, to execute Construction Contract No. 24-1003144 for the Project, upon approval as to form by SBCTA General Counsel.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Freeway Measure I funds, in Program 40, Project Delivery under Task 0820 Freeway Projects, Sub Task 0823 I-10 Contract-1 Landscape Project.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a delegation for a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel and Procurement Manager have reviewed this item.

Responsible Staff:
Juan Lizarde, Project Manager

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 24

Date: December 3, 2025

Subject:
ONT Connector Project – Cancel Procurement and Close the Project

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

Cancel the Request for Proposals to shortlist a Design-Build team for the Ontario Connector Project (Project), deallocate unexpended funds previously programmed or planned for the Project, and close out the Project.

Background:
On July 3, 2024, the San Bernardino County Transportation Authority Board of Directors (Board) approved moving forward with the procurement phase of the Ontario International Airport (ONT) Connector Project (Project) by shortlisting two Design-Build (DB) firms, ONTheMove (OTM) Joint Venture and Ontario Tunnel Constructors (OTC), and authorized the release of the Request For Proposals (RFP) to the shortlisted DB teams. The proposals were submitted on September 30, 2025, with the intent of completing the evaluation process in time for a recommendation to award a contract to be presented in December 2025.

The Project was intended to provide a new passenger service between the Rancho Cucamonga Metrolink Station (Cucamonga Station) and ONT terminals, utilizing fully autonomous, all-electric, rubber-tired transit vehicles. The proposed project included the construction of a 4.2-mile-long transit service tunnel, stations serving the Cucamonga Station and ONT terminals, a maintenance and storage facility to store and maintain vehicles, and an emergency access and ventilation shaft to provide a means of emergency passenger egress and first-responder access.

The proposals were evaluated by an evaluation committee that included internal staff and representatives from ONT, the City of Rancho Cucamonga, and Omnitrans. Since the intent was to award the contract to the best value proposal, the technical portion of the proposals was first evaluated by the evaluation committee. Once the evaluation of the technical portion of the proposals was completed, the price proposals were released to staff for evaluation. Both teams prepared very detailed proposals, but the price proposals came in significantly higher than anticipated. The lowest price proposal was OTC at $1.28 billion, with OTM at $2.46 billion.

On February 5, 2025, the Board approved the 2025 Update to the 10-Year Delivery Plan, which included the latest Project estimate of $696 million, based on an estimated DB cost of $572 million, with an unfunded need of $483 million. It was noted that closing the funding gap requires substantial State and Federal funding from highly competitive grant programs. Based on the bids received, the construction portion of the project has increased substantially, making the project less competitive for State and Federal discretionary grant funding, and staff do not see a viable path forward to close the funding gap. Based on the lack of a viable financial path forward that would close the funding gap, staff recommends cancelling the RFP, closing the project, and deallocating funds previously allocated or planned for the project, totaling an estimated $240 million, including funds set aside for future operations and pending final close-out costs.

SBCTA staff recognize the importance of a time-focused, direct transit connection between Cucamonga Station, serving the Metrolink San Bernardino Line (SBL) and the future terminus of

Brightline West, and ONT. Staff will continue to look for solutions as SBL service frequency increases and as ONT continues to grow and build out its facilities. It is the intent that the existing ONT Connect shuttle service remain in place.

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

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to Board to expedite decision on next steps for the project. SBCTA General Counsel and Procurement Manager have reviewed this item.

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

Minute Action

AGENDA ITEM: 25

Date: December 3, 2025

Subject:
Update on Southern California Association of Governments STBG/CMAQ Call for Projects

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

A. Receive update on the Federal Fiscal Year (FFY) 2026/2027 and FFY 2027/2028 Southern California Association of Governments Surface Transportation Block Grant/Congestion Mitigation and Air Quality Call for Projects and award recommendations.

B. Approve the establishment of an Ad Hoc Committee to look at transportation impacts relating to the LA28 Olympics and Paralympic Games.

Background:
San Bernardino County Transportation Authority (SBCTA) is one of the six County Transportation Commissions (CTC) in the Southern California Association of Governments (SCAG) region. As a CTC, it is responsible for the planning, programming, implementation, and monitoring of transportation projects within its jurisdiction. To meet its mission of improving the quality of life and mobility for San Bernardino County, SBCTA relies on a variety of state, federal, and local funding sources.

Measure I generates a significant amount of the transportation funding for San Bernardino County. However, SBCTA's ability to deliver its transportation program anticipates financial partnerships with both the State and Federal governments. For reference, the 2025 10-Year Delivery Plan forecasts approximately $2.9 billion of Measure I revenues for Fiscal Years (FY) 2025-2034. In addition, SBCTA includes a revenue forecast of $2.6 billion in State and $1.1 billion in Federal funds for those same FYs. Without the availability of State and Federal fund resources in these amounts, SBCTA will be challenged to deliver the program outlined in the Delivery Plan.

Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Programs are two of the Federal funding resources that have long supported SBCTA's project delivery. To highlight the importance of both fund types, CMAQ and STBG have been key contributors to Interstate 215 Bi-County Landscaping, Interstate 10 (I-10) Corridor Contract 1, Interstate 15 (I-15) Corridor Freight and Express Lanes Contract 1, I-10 Corridor Freight and Express Lanes Contracts 2A and 2B, and US-395 Phase 2 Freight Mobility and Safety projects. These infrastructure projects are in addition to transit capital, bus replacement, and regional mobility initiatives such as rideshare programs.

Historically, CMAQ and STBG were formulaically allocated to SBCTA to award projects prioritized through action of the SBCTA Board of Directors (Board). Due to a Federal corrective action during SCAG's 2022 Federal certification review, this responsibility was shifted to SCAG as the Metropolitan Planning Organization (MPO) for the region. As SCAG notes, the Federal corrective action was intended to ensure that all eligible entities within the region have opportunities to access these Federal funds and to implement the Regional Transportation Plan, including advancement of Federal performance measures. As of July 1, 2023, SCAG is now responsible for the selection of projects funded by STBG and CMAQ, and this is the first full-funding competitive call for projects.

STBG/CMAQ Federal Fiscal Year (FFY) 2026/2027-2027/2028 Call for Projects

SCAG issued the current STBG/CMAQ Program Call for Project Nominations on March 31, 2025. In its release, SCAG estimated that approximately $300 million in CMAQ and $300 million in STBG funds will be available for allocation each fiscal year for a combined total of $1.2 billion during the current Call for Projects. While not explicitly stated, the Call for Projects cycle also included a one-time infusion of Federal Transportation Infrastructure Finance and Innovation Act (TIFIA) funds. On March 10, 2025, the Federal Highway Administration issued a notification that $1.8 billion of TIFIA funds would be redistributed to states. The SCAG region's share of these funds is $36.9 million and is included within the STBG award recommendation.

As part of the Call for Projects, the CTCs were responsible for developing project prioritization frameworks to guide their evaluation of all applications within their respective counties. SBCTA executed this requirement in the winter of 2025 and presented its proposed framework to the City/County Managers' and Transportation Technical Advisory Committees, transit operators, and tribal governments for review. The framework was reviewed and unanimously recommended for approval by the SBCTA Board on March 5, 2025.

The Call for Projects application period closed on May 16, 2025, and final project prioritization packages were due to SCAG on August 1, 2025. SBCTA's Fund Administration team provided substantial technical support to member agencies throughout this process. The Call for Projects was a new process for everyone involved, and the tight deadlines required that SBCTA dedicate substantial additional resources to maximize the competitiveness of the projects identified for these funds in the 10-Year Delivery Plan and minimize the risk of San Bernardino County not receiving its fair share of funding within the apportionment cycle.

On October 30, 2025, SCAG released the STBG/CMAQ Award Recommendations through the November 5, 2025 Transportation Committee agenda. In total, SCAG received 257 applications requesting over $3 billion. SCAG staff's award recommendation includes funding for 130 projects. SBCTA and its member jurisdictions submitted a total of 23 projects. SCAG's recommendation includes 18 projects for full funding and one for partial funding. Four projects were not recommended for funding. The total recommended project award for SBCTA is approximately $147 million, which is within the range of historical percentages of formula allocation and the non-binding target shares.

Of the four projects not recommended for funding, one project was the Baker Boulevard Bridge Replacement project, which SBCTA withdrew because it was awarded State Proposition 1B Trade Corridor Enhancement Program funds. The other three projects were not recommended by SBCTA based on the methodology approved by the Board on March 5, 2025. SBCTA will continue to monitor project costs and its allocated STBG/CMAQ, with the goal of converting the partially awarded project in the City of Needles from the contingency list to full project award.

SBCTA Staff Assessment of STBG/CMAQ Call for Projects

SCAG's recommendation for project award includes rideshare, bus purchases and transit capital, the I-10 Corridor Freight and Express Lanes Project (Contract 2B), and contributions to Major Local Highway Projects Program projects within the Mountain/Desert Subareas. SBCTA's strategy for the STBG/CMAQ Call for Projects was to communicate a focused and clear set of project priorities to SCAG that had already been vetted through the development of the 10-Year Delivery Plan. This strategy proved successful, as 95% of SBCTA projects were included for full award recommendation. SCAG communicated to SBCTA that this approach made it easier to evaluate the region's projects.

SBCTA benefits from the award recommendation that is largely consistent with the historical formula allocations. Delay in the approval of the SCAG award recommendations could lead to SBCTA's inability to advertise I-10 Corridor Freight and Express Lanes Contract 2B in March 2026 as currently intended.

That in mind, the current STBG/CMAQ Call for Projects is not without opportunities for improvement. Included below are areas that will require further discussion.

Finalize Programming Procedures & FFY 2026/2027 Regional and CTC set-asides

The project award recommendation does not include the approval of Programming Procedures for Federal funding. The Programming Procedures would establish the administrative procedures for management of cost overruns/savings, scope changes, contingency list considerations, "grandfathered" projects, and any programming set-asides. Iterations of this document have been in development since 2023, and SCAG and the CTCs were in a process of refining the Programming Procedures through September 2025. The initial communication to the CTCs from SCAG was that the Programming Procedures would be presented for approval in conjunction with the STBG/CMAQ award recommendations in November.

The Programming Procedures were not; however, included with the Transportation Committee agenda item released on October 30, 2025. SCAG did not include the Programming Procedures as the comments and feedback they have received have indicated that more conversation is required. As of now, SCAG intends to engage the CTCs in follow-up communication on the Programming Procedures. One of SBCTA's main concerns that remains outstanding, and was anticipated to be included in the Programming Procedures, is the establishment of set-aside funds from the available Federal funds. SCAG obtained Federal approval for up to a 2.5% set-aside and has consistently included language that it may exercise the set-aside of CMAQ and STBG for this purpose. The funds are anticipated to support regional planning priorities led by SCAG and/or in partnership with the CTCs (i.e., eligible planning activities that advance implementation of Connect SoCal and performance-based planning and programming in the SCAG region). Additionally, SCAG floated the idea of incorporating 1.5% as a set-aside for CTC planning and programming expenses.

The 2.5% and 1.5% off-the-top set-asides currently in discussion were historically funds that would have been formulaically sub-apportioned to SBCTA for use on infrastructure projects. SBCTA's historical formula share of the set-asides would have been approximately $5.9 million. There is currently no consensus among the CTCs about the need, intended use or amount of the set-asides. Consequently, SCAG has delayed the Programming Procedures until February 2026 Transportation Committee to allow for additional discussion between SCAG and CTCs. As a result, there is still approximately $50.6 million of STBG/CMAQ funds that remain unallocated.

Seek Federal Legislative Change to SCAG's role in future apportionment cycles

SBCTA staff recognizes that transportation fund administration is a fluid and evolving part of project and program delivery. SCAG has done a commendable job with the current STBG/CMAQ Call for Projects. However, California Streets and Highways Codes 182.6 and 182.7, which is superseded by Federal regulations, provides that all STBG and CMAQ funds apportioned to MPOs where CTCs have been created should be further apportioned to the CTCs based on relative population. The legislative intent of this action was to provide CTCs, as closest to the transportation planning and project delivery process, the ability to make local decisions about how to best allocate or reallocate their resources.

Movement away from local control of these transportation resources has inserted confusion, delay, and administrative bloat and has hindered the flexibility and certainty of these resources for San Bernardino County. Without the necessary firewalls or protections in place, it is conceivable that San Bernardino County, as well as other CTCs in the SCAG region, become donor counties to the transportation needs for larger, more populous counties in the region.

Each of the CTCs are evaluating their respective Federal legislative platforms to advocate the return of local control of Federal apportionments during future apportionment cycles. SBCTA appreciates that in this narrow circumstance it received its approximate target share; however, staff is concerned that as regional needs continue to grow it will be more challenging to ensure San Bernardino County continues to receive its fair-share of these Federal formula funds, which are critical to meeting our transportation needs.

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

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session (MVSS) on November 13, 2025 and the Mountain/Desert Policy Committee on November 21, 2025. **In addition, MVSS unanimously approved a motion to recommend the Board establish an Ad Hoc Committee to look at transportation impacts relating to the LA28 Olympics and Paralympic Games.**

Responsible Staff:
Ryan Graham, Director of Fund Administration

Attachment 1:

SBCTA PROJECT NOMINATION LIST

SCAG Fiscal Year 2026/2027 and 2027/2028 CMAQ and STBG Call for Project Nominations

Agency	Project Title	Total Cost	CMAQ Request	STBG Request	SBCTA Ranking	SCAG Recommendation		
						SCAG	CMAQ	STBG
Basin Transit	FFY27 Clean Fleet Expansion: Adding One CNG Transit Vehicle to Meet	$210,000	$186,000		Highly Recommended	Highly Recommended	$186,000	
Basin Transit	FFY27 Clean Fleet Renewal: Replacing Three Aging Transit	$753,000	$667,000		Highly Recommended	Highly Recommended	$667,000	
Basin Transit	FFY28 Greener Mobility: Expanding Demand Response with Clean CNG	$440,000	$362,000		Highly Recommended	Highly Recommended	$362,000	
Basin Transit	FFY28 Investing in Access: One Vehicle Replacement for Safer,	$263,000	$233,000		Highly Recommended	Highly Recommended	$233,000	
~~San Bernardino County~~	~~Baker Blvd Bridge Replacement~~	~~$29,795,000~~		Withdrawn - TCEP Funded	~~Highly Recommended~~			
SBCTA	I-10 Corridor Freight and Managed Lane Project (Contract 2B)	$501,032,000		$60,000,000	Highly Recommended	Highly Recommended		$60,000,000
SBCTA	State Route (SR) 62 Operational and Channelization Project	$41,700,000		$3,984,000	Highly Recommended	Recommended		$3,984,000
SBCTA	Transportation Demand Management/Rideshare Program	$3,700,000	$3,700,000		Highly Recommended	Highly Recommended	$3,700,000	
Apple Valley	Yucca Loma Road Rehab and Widening Rincon Road to Navajo Road	$13,515,000		$5,841,000	Highly Recommended	Recommended		$5,841,000
Mountain Transit	Electric Cutaway Bus Replacements	$3,572,000	$3,572,000		Highly Recommended	Highly Recommended	$3,572,000	
Needles	The River Road & River Street Rehabilitation Project	$2,877,000		$2,801,000	Highly Recommended	Contingency - PS&E/ROW		$301,000
Omnitrans	FY 2027 Buses-Replacement-Alternative Fuel	$20,260,000	$20,260,000		Highly Recommended	Highly Recommended	$20,260,000	
Omnitrans	FY 2028 Buses-Replacement-Alternative Fuel	$24,957,000	$24,957,000		Highly Recommended	Highly Recommended	$24,957,000	
Omnitrans	FY 2028 Less-than-30-Foot Vehicles-Replacement	$2,185,000	$2,185,000		Highly Recommended	Highly Recommended	$2,185,000	
Omnitrans	FY 2027 Less-than-30-Foot Vehicles-Replacement	$2,109,000	$2,109,000		Highly Recommended	Highly Recommended	$2,109,000	
Omnitrans	Maintenance/Storage Facility-Upgrade	$4,000,000	$4,000,000		Highly Recommended	Highly Recommended	$4,000,000	
Victor Valley Transit Authority	Fuel Cell Electric Bus Purchase	$7,751,000	$6,616,000		Highly Recommended	Highly Recommended	$6,616,000	
Victorville	Mojave Drive Improvement Project - Amargosa Road to Seventh Street	$8,875,000		$4,370,000	Highly Recommended	Recommended		$4,370,000
San Bernardino County	National Trails Highway Bridges Replacement Project Phase 3	$17,700,000		$3,150,000	Highly Recommended	Recommended		$3,150,000
San Bernardino County	US 95 Havasu Lake Road Intersection Improvements	$1,304,000		$788,000	Highly Recommended	Highly Recommended		$788,000
Chino Hills	EV Infrastructure and Fleet Replacement Project	$8,218,000	$7,274,000		Not Recommended	Not Recommended		
Highland	Greenspot Road Complete Streets Project	$5,050,000		$5,050,000	Not Recommended	Not Recommended		
San Bernardino County	Del Rosa Sidewalk Project	$1,220,000		$1,220,000	Not Recommended	Not Recommended		
	TOTAL	$701,486,000	$76,121,000	$87,204,000			$68,847,000	$78,434,000

Attachment: Attachment 1 CMAQ_STBG SBCTA Award Recommendations (12110 : Update on SCAG STBG/CMAQ Call for Projects)

Minute Action

AGENDA ITEM: 26

Date: December 3, 2025

Subject:
Update on the Housing Trust Joint Powers Authority

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

A. Receive an update on feedback received by the Board Housing Trust Ad Hoc Committee.

B. Approve establishing the Joint Powers Authority (JPA) under the provisions of the JPA Act and the provisions of Senate Bill 20.

Background:
The San Bernardino Regional Housing Trust (SBRHT) has been moving forward, and since an update was brought to the San Bernardino Council of Governments (COG) Board of Directors (Board) in October, staff has been working through a challenge that needed input and feedback from the Board Housing Trust Ad Hoc Committee. In 2023, the Board took action to approve the establishment of a regional housing trust that included a governance structure of one elected official per member agency. Additionally, goals were established through the Board, which included bringing State and Federal dollars to the region to increase the housing stock in San Bernardino County for multiple levels of affordability, from extremely low income to moderate income, which includes home ownership program potential.

Since the Board's 2023 approval, Senate Bill (SB) 20 (Rubio) was passed in the legislature, which provides requirements for how housing trusts ought to be structured both for governance and for implementation of programs. Although housing trusts are not required to be established under SB 20, doing so may increase the chances of securing State funding for the SBRHT. The goals and governance structure previously approved by the Board do not align with the provisions of SB 20. The governance structure identified in SB 20 differs from the Board-approved governance structure in that it requires that at least two additional Board Members shall be experts in homeless or housing policy who are not elected officials of a local agency. The Board members appointed pursuant to this paragraph shall be selected by a majority vote of the other members of the Board of Directors.

Additionally, SB 20 requires housing trusts to provide for programs and projects that impact populations identified as extremely low, very low, and low income, but is silent as to moderate income.

In order to finalize the draft Joint Powers Authority agreement to establish the SBRHT, staff sought feedback and input from the Board Housing Trust Ad Hoc and City/County Manager's Housing Trust Ad Hoc. On October 16, 2025, this information was presented to the Board Housing Trust Ad Hoc and was then presented to the City/County Manager's Technical Advisory Committee (CCMTAC) Housing Trust Ad Hoc on November 6, 2025. The recommendation for this item is based on the input and feedback provided through both Ad Hoc discussions. Staff recommends this new approach that meets both the original intent of the Board and the requirements of SB 20, thus allowing SBCOG to meet the goals of the Board as well as the provisions of SB 20, to put the future Housing Trust in a position to be competitive for future State funds.

Entity: San Bernardino Council of Governments

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

Reviewed By:
The information in this item was reviewed by the Board Housing Trust Ad Hoc on October 16, 2025 and the CCMTAC Housing Trust Ad Hoc on November 6, 2025. SBCTA/SBCOG General Counsel has reviewed this item.

Responsible Staff:
Monique Reza-Arellano, Director of Council of Governments

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

Attachment: SBRHTAdHoc_JPA Structure Dec Board.2025 PDF (12078 : Update on the Housing Trust Joint Powers Authority)

SAN BERNARDINO
REGIONAL HOUSING TRUST

Regional Housing Trust Fund

San Bernardino Region

SBCOG BOARD UPDATE

DECEMBER 3, 2025

1

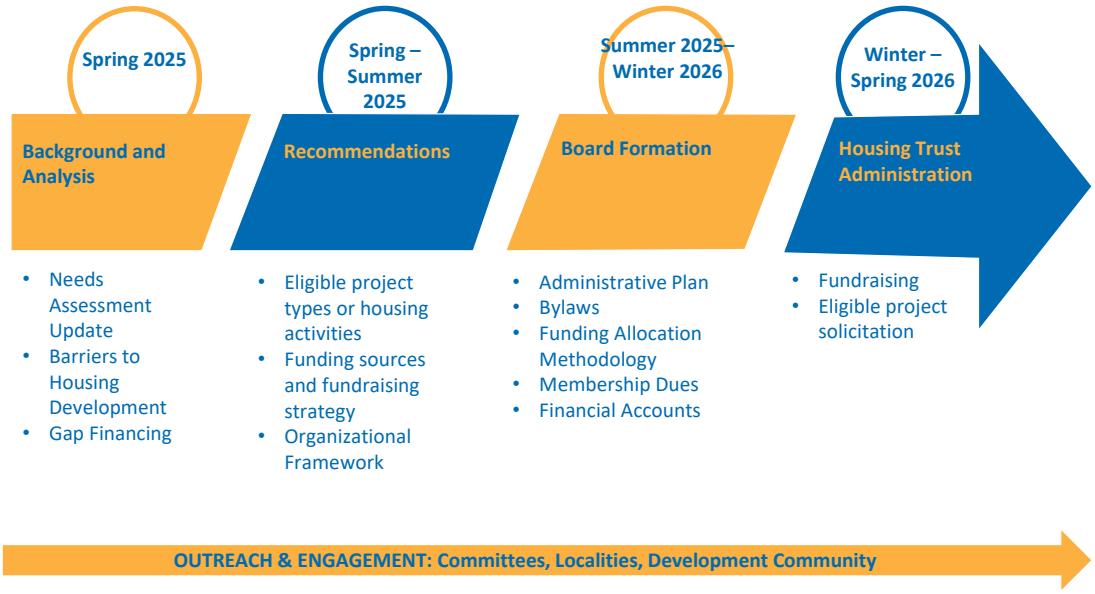
01

Project Overview

SAN BERNARDINO
REGIONAL HOUSING TRUST

2

Timeline and Steps



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02 Establishing a Housing Trust

SAN BERNARDINO REGIONAL HOUSING TRUST

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Attachment: SBRHTAdHoc_JPA Structure Dec Board.2025 PDF (12078 : Update on the Housing Trust Joint Powers Authority)

Housing Trust Operating Structures

- Local
  - Established by a City or County
  - San Diego Innovative Housing Trust Fund is operated by the County of SD
- Regional
  - As allowed under the Joint Exercise of Powers Act
  - Can have a non-profit component
  - San Gabriel Valley Regional Housing Trust consists of 25 member cities
- Non-profit
  - Local housing advocates, businesses, foundations, and more
  - Lift to Rise Coachella Valley

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Regional Housing Trust Establishment Options

- Can choose SB 20 Framework or rely on existing JPA authority
- Joint Exercise of Powers Act
  - Two or more "public agencies" can jointly exercise any powers that are common to them
- SB 20 – September 2023
  - Two or more "public agencies" may enter into a JPA to create and operate a regional housing trust to fund housing for extremely low, very low-, and low-income families and those experiencing homelessness

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Attachment: SBRHTAdHoc_JPA Structure Dec Board.2025 PDF (12078 : Update on the Housing Trust Joint Powers Authority)

Key Differentiators

- JPA Act Formed Trust
  - No Board Requirements
- SB 20 Formed Trust
  - Board of directors must include at least 3 appointed by the member jurisdictions and at least 2 housing policy experts
- SBCOG Board-Approved Board Structure
  - 1 elected official per jurisdiction

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SB 20 Pros and Cons

- Pros
  - Early enactor of special legislation may draw State attention
  - Potential for State budget earmark may be greater
- Cons
  - Specifies board composition
  - Potentially precludes the Trust from funding moderate income housing

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Attachment: SBRHTAdHoc_JPA Structure Dec Board.2025 PDF (12078 : Update on the Housing Trust Joint Powers Authority)

Income Limits – San Bernardino County

Income Category	Persons in Family							
	1	2	3	4	5	6	7	8
Moderate Income (120% AMI)	81,960	94,680	105,840	117,120	127,080	126,350	135,700	145,100
Low-Income (80% of AMI)	57,400	65,600	73,800	82,000	88,600	95,150	101,650	108,250
Very Low-Income (50% of AMI)	35,900	41,000	46,100	51,250	55,350	59,450	63,550	67,650
Extremely Low-Income (30% of AMI)	21,550	24,600	27,700	31,200	36,580	41,960	47,340	52,720
Median Income	68,250	78,000	87,750	97,500	105,300	113,100	120,900	128,700

Source: California Department of Housing and Community Development. (2024). 2024 State Income Limits. https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/income-limits-2024.pdf.

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Housing Costs by Jurisdiction - San Bernardino County

Jurisdiction	Median Home Sale Price	Median Rent Asking Price
San Bernardino Region	$518,333	Not available
Chino Hills	$944,667	$3,495
Upland	$789,917	$2,100
Rancho Cucamonga	$754,500	$2,995
Montclair	$713,167 (list price)	$1,900
Chino	$701,750	$3,130
Ontario	$666,500	$2,350
Loma Linda	$660,800 (list price)	$1,999
Fontana	$646,250	$2,200
Redlands	$614,167	$2,100
Grand Terrace	$607,817 (list price)	$1,700
Big Bear Lake	$574,250	$2,250
Yucaipa	$571,750	$1,850
Rialto	$569,667	$1,825
Highland	$553,333	$1,850
Colton	$498,667 (list price)	$1,873
San Bernardino	$481,667	$1,595
Hesperia	$453,333	$2,100
Apple Valley	$436,667	$1,995
Victorville	$424,167	$2,200
Adelanto	$380,833	$1,500
Yucca Valley	$365,479	$1,800
Barstow	$291,333 (list price)	$1,395
Twentynine Palms	$221,667	$1,500
Needles	$213,967 (list price)	$1,500

Sources: Zillow (n.d.). Rental Market Trends. Data retrieved April 2025. https://www.zillow.com/rental-manager/market-trends/ and Housing Market. Data retrieved April 2025. https://www.zillow.com/home-values/3250/san-bernardino-county-ca/
Note: Where the median sale price was not available, the list price was used, as indicated in the table.

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Attachment: SBRHTAdHoc_JPA Structure Dec Board.2025 PDF (12078 : Update on the Housing Trust Joint Powers Authority)

Earmarks to Housing Trusts since 2021

Housing Trust Name	Type	Budget Earmark	Year
OCHFT	JPA	$3 Million	2023 – Fed Earmark
SGVHT	JPA	$7.8 Million	2022
SGVHT	JPA	$20 Million	2021
Burbank-Glendale-Pasadena	JPA	$23 Million	2022
Lift To Rise – Coachella Valley Catalyst Housing Fund	Non-Profit	$15 Million	2022

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Key Ad Hoc Considerations and Feedback

- Set Up Housing Trust to be eligible for as much funding as possible
- Housing Trust must be able to work on Moderate Income programs and projects
  - Homeownership programs
  - Missing Middle Housing
  - Workforce Housing
- SB 20 Authored by Senator Rubio (22nd Dist.)
  - Several budget authorizations have been authored by Senator Rubio
  - Use of SB 20 as framework may garner support from senator Rubio and potentially State funding
  - Non-Elected Appointees/Field Experts criteria identified in the legislation

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Attachment: SBRHTAdHoc_JPA Structure Dec Board.2025 PDF (12078 : Update on the Housing Trust Joint Powers Authority)

Moving Forward

- Joint Powers Authority will include language from
  - JPA Act
  - SB 20 Requirements
- Staff will work with City Managers to identify criteria options for appointees for consideration.

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Thank you

SAN BERNARDINO
REGIONAL HOUSING TRUST

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Attachment: SBRHTAdHoc_JPA Structure Dec Board.2025 PDF (12078 : Update on the Housing Trust Joint Powers Authority)

Minute Action

AGENDA ITEM: 27

Date: December 3, 2025

Subject:
San Bernardino County Fire Protection District Overview

Recommendation:
Receive a presentation from the San Bernardino County Fire Protection District on fire response and resiliency.

Background:
The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) have worked with the San Bernardino County Fire Protection District on a variety of projects and capacities, from the Smart County Master Plan to the recent Emergency Evacuation Network Resilience (EENR) Study and newly funded Evacuation and Resilience Center Design (ERCD) Study.

The San Bernardino County Fire Protection District also considers regional impacts and issues, such as the economic impact of the Interstate 15 (I-15) (Cajon Pass) being shut down, and strategies for utilizing technology for the betterment of County residence through enhanced protection. SBCTA/SBCOG regularly engages the San Bernardino County Fire Protection District on these topics and more, some of which have been presented at past City County conferences.

Given the link between several SBCTA/SBCOG studies and efforts, and the San Bernardino County Fire Protection District's activities related to fire and emergency response, emerging technologies, and land management, SBCTA/SBCOG staff invited County Fire to provide an overview of the function of the San Bernardino County Fire Protection District, and how they coordinate with other jurisdictions, and discuss recent activities and initiatives.

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

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board due to the nature of its content being of universal interest to all jurisdictions.

Responsible Staff:
Suzanne Peterson, Council of Governments Manager

Approved
Board of Directors
Date: December 3, 2025

Witnessed By:

Entity: San Bernardino Council of Governments

ADDITIONAL INFORMATION

Communication: Additional Information (Additional Information)

BOARD OF DIRECTORS ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X	X	X								
Jesse Armendarez Board of Supervisors				X	X	X	X		X		X	
Dawn Rowe Board of Supervisors		X		X	X	X	X		X	X		
Curt Hagman Board of Supervisors	X	X	X		X				X	X	X	
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X	X		X	X	X	
Daniel Ramos City of Adelanto		X	X	X		X	X		X	*	X	
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X		X	X	X	
Tim Silva City of Barstow	X	X	X	X	X	X	X		*	X	X	
Rick Herrick City of Big Bear Lake	X	X	*	X	X	X	X		X	*		
Eunice Ulloa City of Chino	X	X	X	X	X	X	X		X	X	X	
Ray Marquez City of Chino Hills	X	X	X	X	X	X	X		X	X	X	
Frank Navarro City of Colton	X	X	X	X	X	X	X		X	X	X	
Acquanetta Warren City of Fontana	X	X	X	X	X	X	X		X		X	
Bill Hussey City of Grand Terrace	X	X	*	X	X	X	X		X	X	X	
Josh Pullen City of Hesperia		X	X	X	X	X	X		X		X	
Larry McCallon City of Highland	X	X	X		X	X	X		X	X	X	

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

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Ron Dailey City of Loma Linda	X	X	X	X	X	X	X		X	X	X	
John Dutrey City of Montclair	X	X	X	X	X	X	X		X	X	X	
Janet Jernigan City of Needles	X	X	X	X	X	X	X		X	X	X	
Alan Wapner City of Ontario		X	X	X	X	X	X		X	X	X	
L. Dennis Michael City of Rancho Cucamonga	*	X	X	X	X	X	X		X	X	X	
Paul Barich City of Redlands	*											
Mario Saucedo City of Redlands		X	*	X	X	*	*		X	X		
Joe Baca City of Rialto	*	X	X	X	X	X	X		X	X	X	
Helen Tran City of San Bernardino	X	X	X	*	X	X	X		X		X	
Daniel L. Mintz City of Twentynine Palms		X	X	X	X	X	X		X	X	X	
Rudy Zuniga City of Upland	X	X	*	X	*				*	X	X	
Debra Jones City of Victorville	X	X	X	X	X	X	X			X		
Vacant City of Victorville											*	
Judy Woolsey City of Yucaipa	X	X	X	X	X	X	X		X	X	X	
Rick Denison Town of Yucca Valley	X	X	X	X	X	X	X		X	X	X	
Catalino Pining Ex-Official Member	X		X	Joe Solis	Haissam Yahya	X	X		Anthony Liao	Anthony Liao	Antonia Toledo	

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

Communication: Attendance (Additional Information)

Acronym List

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

AB	Assembly Bill
ACFR	Annual Comprehensive Financial Report
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATC	San Bernardino County Auditor-Controller/Treasurer/Tax Collector
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
CAMP	California Asset Management Program
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 or County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
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
ERP	Enterprise Resource Planning
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GAAP	Generally Accepted Accounting Principals
GA Dues	General Assessment Dues
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICAP	Indirect Cost Allocation Plan
IEEP	Inland Empire Economic Partnership
IREN	Inland Regional Energy Network
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITOC	Independent Taxpayer Oversight Committee
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency

Communication: Acronym List (Additional Information)

LACMTA	Los Angeles County Metropolitan Transportation Authority
LAIF	Local Agency Investment Fund
LAPM	Local Assistance Procedures Manual - Caltrans
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
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
ONT	Ontario International Airport
PACE	Property Assessed Clean Energy
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
PS&E	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
SBCERA	San Bernardino County Employees' Retirement Association
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCP	Solutions for Congested Corridors Program
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SRTP	Short Range Transit Plan
SGR	State of Good Repair Funds
STA	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Block Grant Program
TAC	Technical Advisory Committee
TCEP	Trade Corridor Enhancement Program
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TIFIA	Transportation Infrastructure Finance and Innovation Act
TIRCP	Transit and Intercity Rail Capital Program
TMC	Transportation Management Center

Communication: Acronym List (Additional Information)

TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
UAAL	Unfunded Actuarial Accrued Liability
USFWS	United States Fish and Wildlife Service
VMT	Vehicle Miles Traveled
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

Communication: Acronym List (Additional Information)

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, October 16, 2025. The following is a summary of the meeting.

Contract Modification Requests
The MSRC considered one contract modification request and took the following action:

1. San Bernardino Transportation Authority, Contract #MS18181 to construct a hydrogen fueling station, approval of 11-month term extension.

Penske Truck Leasing Partnership Update

In January 2024, the MSRC awarded conditional funding to Penske Truck Leasing to partner in seeking funding under the Carl Moyer Program for the installation of charging infrastructure at multiple locations. The MSRC received a status update and de-obligated $4,389,411 for nine project locations. The MSRC deferred action on one other project location, currently on the Carl Moyer Program backup list.

Transportation Demand Management (TDM) County Transportation Commission (CTC) Partnership Program

The MSRC set aside up to $16,000,000 to partner with CTCs within the South Coast AQMD region to implement high priority TDM and mobility enhancement programs that are effective in reducing motor vehicle emissions. In April 2025, the MSRC issued a TDM CTC Partnership Program Invitation to Negotiate to the four CTCs in the region: Los Angeles County Metropolitan Transportation Authority (LACMTA), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and San Bernardino County Transportation Commission. Projects that support the use of lower-emitting technologies, especially those coupled with traditional TDM strategies, were sought. Additionally, CTCs were encouraged to consider partnering with MSRC on projects that either prepare for, or directly implement, TDM and air pollution reduction strategies supportive of upcoming major events such as the 2028 Olympic and Paralympic Games. Each CTC submitted proposals in response to the Invitation to Negotiate. The MSRC approved multiple awards totaling $16,000,000 as part of approval of the Fiscal Years (FYs) 2024-2027 Work Program, as follows:

a. An award in an amount not to exceed $4,000,000 to LACMTA to support expanded Metrolink service on the Antelope Valley, San Bernardino, and Ventura lines during the 2028 Olympic and Paralympic Games;
b. An award in an amount not to exceed $4,000,000 to OCTA to support expanded transit service and mobility features within Orange County during the 2028 Olympic and Paralympic Games;

Communication: Mobile Source Air Pollution Reduction Review Committee Report (Agency Reports)

c. An award in an amount not to exceed $3,500,000 to RCTC for a strategic transportation demand management study and transit and mobility enhancement initiatives within the South Coast AQMD portion of Riverside County;
d. An award in an amount not to exceed $500,000 to RCTC for expanded Freeway Service Patrol coverage within the South Coast AQMD portion of Riverside County during the summer 2028;
e. An award in an amount not to exceed $1,000,000 to San Bernardino County Transportation Authority for a free fare rail and bus transit initiative within the South Coast AQMD portion of San Bernardino County during the 2028 Olympic and Paralympic Games; and
f. An award in an amount not to exceed $3,000,000 to San Bernardino County Transportation Authority to support the Highland-Redlands Regional Connector Gap bikeway project.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2011-2012 to the present.

Communication: Mobile Source Air Pollution Reduction Review Committee Report (Agency Reports)

San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	F. Navarro			F. Navarro
District 7 (San Bernardino, Highland)	H. Tran	H. Tran		
District 8 (Rialto, Fontana)	A. Warren	A. Warren		
District 9 (Rancho Cucamonga, Upland, Montclair)	J. Dutrey			J. Dutrey
District 10 (Chino, Chino Hills, Ontario)	R. Marquez			R. Marquez
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	R. Denison		R. Denison	
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	D. Ramos		D. Ramos	
San Bernardino County	C. Hagman			C. Hagman
† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
†† Community of Concern Appointee				G. Reyes
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Bill Hussey Judy Woolsey Joe Baca	Carmen Hernandez Art Bishop Brian Johsz	L. Dennis Michael

Rules of Appointment

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † SBCTA Regional Council Representative serves a two-year term from the date of appointment. †† Community of Concern appointee, appointed by the County Regional Council representative for a two-year term.

Stipend Summary

SCAG Regional Council members receive a $150 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $150 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives on SCAG Committees (Committee Membership)

SBCTA/SBCOG Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	12/31/26
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive $150 payment from Gold Line Authority for participation.	12/31/25 12/31/26
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Art Bishop, Apple Valley Bill Hussey, Grand Terrace	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	12/31/26 12/31/26 12/31/25
Metro Gold Line Foothill Extension Construction Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and/or fourth Thursday of the month at 11:00 a.m. at the Authority's office in Monrovia. Members receive $150 for each day spent on Authority business, not to exceed $600 per month.	12/31/26 12/31/26
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the $4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of $100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/26 12/31/26

Committee	Appointee	Appointing Authority	Purpose	Term
Mobile Source Air Pollution Reduction Review Committee (MSRC) Technical Advisory Committee (TAC)	Jarrod Manuel, Chino Hills	President	SBCTA is the appointing authority for a City employee from one of the 16 eligible cities, to serve as "*a representative of the cities from each county within the south coast district*." On March 5, 2025 the Board delegated the process to occur at CCMTAC and appointing authority to the Board President. The term of this appointment is two-years. The duties of the MSRC-TAC are to assist the MSRC in the development of the work program, pursuant to section 44244(b), to present recommendations for approval to the MSRC, and to perform those additional duties as may be required by the MSRC.	03/31/27
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Judy Woolsey, Primary Helen Tran, Alternate	Board of Directors	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River. The term of the appointment is for four years for a city representative from San Bernardino County. Officers leaving elected office after appointment are still eligible to serve. The OWOW meets on the 4th Thursday of every quarter at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	06/30/29
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of $120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. On December 12, 2024 the Transit Committee approved four-year terms going forward. Members receive payment of $100 per day from SCRRA for participation.	12/31/25 12/31/26 12/31/26 12/31/25
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SBCTA has not authorized payment of stipend for participation.	12/31/26
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	L. Dennis Michael, Rancho Cucamonga	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/26

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County)* 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. The General Policy Committee is authorized to approve Contracts in excess of $100,000, Contract Task Orders in excess of $500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval. Meeting Time: Second Wednesday, 9:00 a.m., SBCTA Office (Brown Act)	West Valley Ray Marquez, Chino Hills (Past President) John Dutrey, Montclair (TC Chair) Alan Wapner, Ontario Curt Hagman, Supervisor East Valley Frank Navarro, Colton Larry McCallon, Highland Helen Tran, San Bernardino (MVSS Chair) Joe Baca, Jr., Supervisor (Chair/Vice President) Mountain/Desert Art Bishop, Apple Valley (MDC Chair) Josh Pullen, Hesperia Rick Denison, Yucca Valley (Vice Chair/President) Dawn Rowe, Supervisor Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member Meeting Time: Second Thursday, 9:00 a.m., SBCTA Office (Brown Act)	John Dutrey, Montclair** (Chair) Joe Baca, Jr., Supervisor (Vice Chair) Art Bishop, Town of Apple Valley Eunice Ulloa, Chino Ray Marquez, Chino Hills** Frank Navarro, Colton Acquanetta Warren, Fontana Bill Hussey, Grand Terrace Larry McCallon, Highland* Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley	12/31/2025* (6/30/202 12/31/2026 (6/30/2026 12/31/2026 12/31/2026 12/31/2026** 12/31/2025 12/31/2025 12/31/2026 12/31/2026** 12/31/2025* 12/31/2025 12/31/2026

Communication: Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. Meeting Time: Third Friday, 9:30 a.m., MDAQMD Office 14306 Park Avenue, Victorville (Brown Act)	Art Bishop, Apple Valley (Chair) Timothy Silva, Barstow (Vice Chair) Daniel Ramos, Adelanto Rick Herrick, Big Bear Lake Josh Pullen, Hesperia Janet Jernigan, Needles Daniel Mintz, Sr., Twentynine Palms Vacant, Victorville Rick Denison, Yucca Valley Paul Cook, Supervisor Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and six Board members appointed by the Board President. - 2 East Valley member - 2 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. Meeting Time: Second Wednesday, 9:30 a.m., SBCTA Office (Brown Act)	Rick Denison, Yucca Valley (President) Joe Baca, Jr., Supervisor (Vice President) Ray Marquez, Chino Hills (Past President) Art Bishop, Apple Valley Frank Navarro, Colton Larry McCallon, Highland John Dutrey, Montclair Alan Wapner, Ontario Jesse Armendarez, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2026 12/31/2026 12/31/2026 12/31/2026 12/31/2026 12/31/2026

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office (Brown Act)	Board of Directors Helen Tran, San Bernardino (Chair) Jesse Armendarez, Supervisor (Vice Chair)	 6/30/2026 6/30/2026

Communication: Committee Membership (Committee Membership)

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2)Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids Anthesis Reach Out Morongo Basin Loma Linda University Health	 On-going On-going On-going On-going On-going On-going 5/31/2027 9/30/2026 9/30/2026 4/30/2028 8/31/2027

Meeting Dates and Time: Quarterly, beginning in March, 2nd Monday of the month, 10:00 a.m., (Location rotates: SBCTA Office)

Communication: Committee Membership (Committee Membership)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows: A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector. B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding. C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC. In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.	The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation. The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits. (Brown Act)	Cole Jackson (A) *Vacant* (B) Alex Artiaga (C) Chad Logan (D) Patrick Morris (E) Rick Denison, Ex-Officio Carrie Schindler, Ex-Officio	10/31/2028 06/30/2028 06/30/2028 03/01/2029

SBCTA Ad Hoc Committees

The Brown Act does not apply to ad hoc or temporary advisory committees composed of less than a majority of the Board or a standing policy committee. The President of the Board of Director may designate ad hoc committees to study specific projects or matters for a set time frame subject to the concurrence of the Board of Directors, and shall make appointments to the ad ho committees. When the subject matter of the ad hoc committee is of relevance to the geographical region of the County as a whole, geographical representation should be considered and if ther is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.

COMMITTEE	PURPOSE	MEMBERSHIP
Council of Governments Ad Hoc Committee On May 1, 2024, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President. On June 4, 2025, the Board approved extending the Ad Hoc to June 30, 2026.	To provide guidance on the reviewing and updating the Bylaws and policies relating to SBCOG. At the November 6, 2024 Board meeting, staff was directed to work with the SBCOG Ad Hoc to complete the engagement framework. This ad hoc has a term ending June 30, 2026.	Daniel Ramos, Adelanto Rick Herrick, Big Bear Lake Larry McCallon, Highland John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Rick Denison, Yucca Valley Joe Baca Jr., Supervisor

Communication: Committee Membership (Committee Membership)

Housing Trust Ad Hoc Committee On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending December 31, 2023. On December 6, 2023, the Board approved a 6-month extension, for a new term ending June 30, 2024. On February 7, 2024, the Board approved a 6-month extension, for a new term ending December 31, 2024. On November 6, 2024, the Board approved an extension for a new term ending December 31, 2025.	To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2025.	Daniel Ramos, Adelanto Eunice Ulloa, Chino John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley Curt Hagman, Supervisor
Measure I 3.0 Ad Hoc Committee On May 7, 2025, the Board approved the establishment of this ad hoc committee of the SBCTA Board, with a term through December 31, 2026.	To review information and provide staff direction in developing a new Measure, with a term ending on December 31, 2026.	Daniel Ramos, Adelanto Art Bishop, Apple Valley Rick Herrick, Big Bear Lake Ray Marquez, Chino Hills Bill Hussey, Grand Terrace John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Mario Saucedo, Redlands Helen Tran, San Bernardino Curt Hagman, Supervisor
Enhanced Frequency Service Ad Hoc Committee On September 3, 2025 the Board approved the establishment of this ad hoc committee of the SBCTA Board (term date was not provided; therefore, an initial one-year will be applied).	To provide recommendations to the Board for enhanced frequency service to Montclair via Metrolink or other alternatives. Term ending September 30, 2026.	Larry McCallon, Highland John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Mario Saucedo, Redlands Joe Baca, Rialto Rick Denison, Yucca Valley

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets bimonthly on the first Thursday of th month at 10:00 AM, at SBCTA.

Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.

Communication: Committee Membership (Committee Membership)

cta sb cog

San Bernardino County Transportation Authority

San Bernardino Council of Governments

MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019

Communication: Mission Statement (Mission Statement)