





AGENDA Transit Committee Meeting

May 15, 2025 9:00 AM

Location

San Bernardino County Transportation Authority

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

Transit Committee Membership

Chair

John Dutrey, Mayor *City of Montclair*

Vice Chair

Joe Baca, Jr., Supervisor County of San Bernardino

Art Bishop, Mayor Pro Tem Town of Apple Valley

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*

Larry McCallon, Mayor Pro Tem City of Highland

Alan Wapner, Mayor Pro Tem City of Ontario

L. Dennis Michael, Mayor City of Rancho Cucamonga

Rick Denison, Council Member Town of Yucca Valley

San Bernardino County Transportation Authority San Bernardino Council of Governments

AGENDA

Transit Committee Meeting

May 15, 2025 9:00 AM

Location SBCTA Office First Floor Lobby Board Room 1170 W. 3rd Street, San Bernardino, CA 92410

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

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

CALL TO ORDER

(Meeting Chaired by John Dutrey)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications Ashley Izard

Public Comment

Brief Comments from the General Public

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

Pg. 10

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

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

INFORMATIONAL ITEMS

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

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

Pg. 11

Receive and file Change Order Report.

Presenter: Victor Lopez

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

3. San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year Pg. 14 2024/2025 Second Quarter

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

Presenter: Nancy Strickert

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

DISCUSSION ITEMS

Discussion - Transit

4. Amendment to the Southern California Regional Rail Authority Fiscal Year 2024/2025 Pg. 39 Budget for Metrolink Operations

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

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

Presenter: Nicole Soto

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

5. Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Pg. 41 Year 2025/2026 for Metrolink Service and Memorandum of Understanding

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

- A. Authorize the Executive Director, or his designee, to finalize negotiations of and execute Memorandum of Understanding No. 24-1003060 with the Southern California Regional Rail Authority (SCRRA) to memorialize the annual funding allocation process for Operation, New Capital, and State of Good Repair funds for Metrolink service, upon approval as to form by SBCTA General Counsel.
- B. Approve the SCRRA Preliminary Budget Request for Fiscal Year (FY) 2025/2026 Metrolink service, with an annual SBCTA subsidy totaling \$51,810,938 for:
 - Operating assistance in the amount of \$32,947,082
 - State of Good Repair assistance in the amount of \$16,620,624
 - New Capital assistance in the amount of \$2,243,232
- C. Approve Resolution No. 25-073 to support funding SBCTA's FY 2025/2026 annual subsidy in Recommendation B, totaling \$51,810,938, consisting of:
 - \$29,332,887 of Valley Local Transportation Funds
 - \$3,290,000 of Senate Bill 125 Transit and Intercity Rail Capital Program
 - \$1,870,424 of State Transit Assistance Operator funds
 - \$16,993,432 of Federal Transit Administration, Section 5337 funds
 - \$324,195 of Senate Bill 1 State of Good Repair Operator funds
- D. Approve continuation of the San Bernardino Line Fare Subsidy Discount program for FY 2025/2026 in an amount of \$150,000, using Valley Local Transportation Funds.

Presenter: Nicole Soto

This item is not scheduled for review by any other policy committee or technical advisory committee. General Counsel has reviewed this item, the draft Memorandum of Understanding, and the draft Resolution.

6. Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Pg. 140 Year 2025/2026 for Arrow Service and Memorandum of Understanding

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

- A. Authorize the Executive Director, or his designee, to finalize negotiations of and execute Memorandum of Understanding No. 25-1003311 with the Southern California Regional Rail Authority (SCRRA) to memorialize the roles and responsibilities of SBCTA and SCRRA during the annual budgeting process for Operations, New Capital, and State of Good Repair funds for Arrow Service, upon approval as to form by SBCTA General Counsel.
- B. Approve the SCRRA Preliminary Budget Request for Fiscal Year (FY) 2025/2026 Arrow Service, with a SBCTA annual subsidy totaling \$18,453,446, consisting of:
 - Operating assistance in the amount of \$17,529,446
 - State of Good Repair assistance in the amount of \$500,000
 - New Capital assistance in the amount of \$424,000

Agenda Item 6 (cont.)

- C. Approve Resolution No. 25-072 to support funding SBCTA's FY 2025/2026 annual subsidy in Recommendation B, totaling \$18,453,446, consisting of:
 - \$12,924,446 of Measure I Valley Rail Funds
 - \$3,227,000 of Congestion Mitigation and Air Quality Improvement Program Funds
 - \$2,302,000 of Senate Bill 125 Transit and Intercity Rail Capital Program Funds
- D. Approve funding and allocate \$301,498 to support students' ride-free partnership with colleges accessible to/from Arrow Service for FY 2025/2026, using Measure I Valley Rail Funds. **Presenter: Nicole Soto**

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

7. Agreement No. 25-1003246 Federal Transit Administration Sub-Recipient Agreement Pg. 168 with Omnitrans for SBCTA Multimodal Programs

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

- A. Approve Agreement No. 25-1003246 with Omnitrans to define roles and responsibilities as a sub-recipient to Omnitrans for Federal Transit Administration, Section 5339 funds that were generated from SBCTA's Vanpool Subsidy Program and detail SBCTA's administrative expense obligations to Omnitrans.
- B. Authorize the Executive Director, or his designee, to approve amendments to Agreement No. 25-1003246, that cumulatively exceed \$100,000, that are consistent with future funding allocations approved by the SBCTA Board of Directors.

Presenter: Mairany Anaya

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

8. Zero Emission Multiple Unit Project Delivery Update

Pg. 292

Pg. 295

Pg. 296

Pg. 298

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

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

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance
Acronym List
Mission Statement

The next Transit Committee meeting is scheduled for June 12, 2025.

Meeting Procedures and Rules of Conduct

<u>Meeting Procedures</u> - 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.

<u>Agendas</u> – All agendas are posted at <u>www.gosbcta.com/board/meetings-agendas/</u> 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.

<u>Agenda Actions</u> – 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).

<u>Closed Session Agenda Items</u> – 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.

<u>Public Testimony on an Item</u> – 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 information must be emailed to the Clerk of the 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.

<u>Public Comment</u> —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.

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

Your cooperation is appreciated!

General Practices for Conducting Meetings

of

Board of Directors and Policy Committees

Attendance.

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

Basic Agenda Item Discussion.

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

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

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

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

Minute Action

AGENDA ITEM: 1

Date: May 15, 2025

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
		None	

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved Transit Committee Date: May 15, 2025 Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: May 15, 2025

Subject:

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

Recommendation:

Receive and file Change Order Report.

Background:

The San Bernardino County Transportation Authority (SBCTA) Department of Transit and Rail Programs has two ongoing construction contracts, one procurement of major equipment contract, and one vehicle procurement contract, of which one had Construction Change Orders (CCO) approved since the last reporting to the Transit Committee on April 10, 2025. The CCOs are listed below:

- A. Contract No. 23-1002891 with Griffith Company for the West Valley Connector Project Mainline Construction:
 - 1) CCO 030: Revisions at the Pomona Transit Center. (\$10,787.77)
 - 2) CCO 034: Replace damaged curb and gutter and slurry removal at Ramona Avenue/Holt Boulevard Side Station. (\$7,850.34)
 - 3) CCO 037: Survey elevation differentials west of Virginia Avenue and west/east of Allyn Avenue. (\$1,560)
- B. Contract No. 23-1002922 with Metro Builders & Engineers Group, Ltd. for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project: AMF Retrofit Construction: There are no newly executed CCOs since the last report.
- C. Contract No. 23-1002961 with Proterra Builders, Inc. for the AMF Hydrogen Fuel Upgrade Project: Procurement of Major Equipment: There are no newly executed CCOs since the last report.
- D. Contract No. 20-1002310 with Stadler US, Inc. for Zero Emission Multiple Unit Rail Vehicle Procurement: There are no newly executed CCOs since the last report.

Financial Impact:

This item has no financial impact on the proposed Budget for Fiscal Year 2025/2026.

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

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Approved Transit Committee Date: May 15, 2025 Witnessed By:

	Transit and Rail Programs Contracts		
Executed Change Orders			
Number	Description	Amount	
	West Valley Connector Mainline Construction, Griffith Company (23-	1002891)	
	Description	Amount	
30	Revisions at the Pomona Transit Center	\$10,787.77	
34	Replace damaged curb and gutter and slurry removal at Ramona Avenue/ Holt Boulevard Side Station	\$7,850.34	
37	Survey elevation differentials west of Virginia and west/east of Allyn	\$1,560.00	
	CCO Total	\$79,617.69	
	Approved Contingency	\$11,995,991.00	
	Remaining Contingency	\$11,916,373.31	
ZEMU -	Arrow Maintenance Facility (AMF) Construction Upgrade Project, Metro Builders & Eng	gineers Group, Ltd. (23-1002922)	
	Description	Amount	
	CCO Total	(\$13,521.45)	
	Approved Contingency	\$962,657.10	
	Remaining Contingency	\$976,178.55	
Z	EMU - Arrow Maintenance Facility (AMF) Procurement Upgrade Project, Proterra Bu	nilders, Inc. (23-1002961)	
	Description	Amount	
	CCO Total	\$22,964.98	
	Approved Contingency	\$56,280.21	
	Remaining Contingency	\$33,315.23	
	7EMIL Valida Danamana (Stadion (20.1002210))		
	ZEMU- Vehicle Procurement Stadler (20-1002310)	Amazzat	
	Description	Amount #2,502,160,12	
	CCO Total	\$2,592,169.12	
	Approved Contingency	\$3,487,482.12	
	Remaining Contingency	\$895,313.00	

Minute Action

AGENDA ITEM: 3

Date: May 15, 2025

Subject:

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

Recommendation:

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

Background:

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

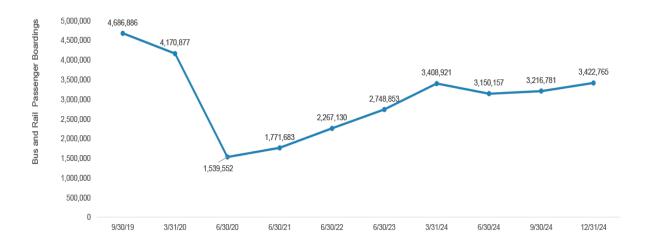
Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keeping the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff,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

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

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

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



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

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

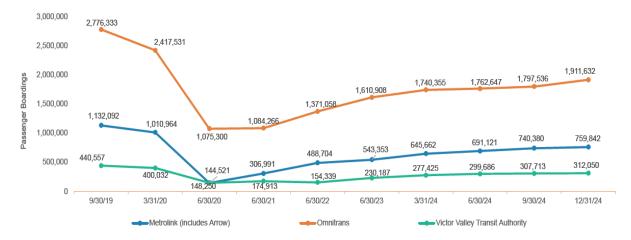
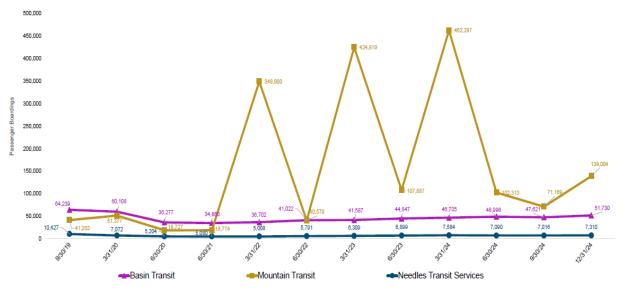


Exhibit 4 on the following page, shows Mountain Transit reported 139,000 passenger trips, an increase from the second quarter's reported trips of 71,169. Basin Transit and Needles Transit Services each show ridership growth, with Basin Transit up almost 9% or an increase of 4,000 trips, and Needles Transit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

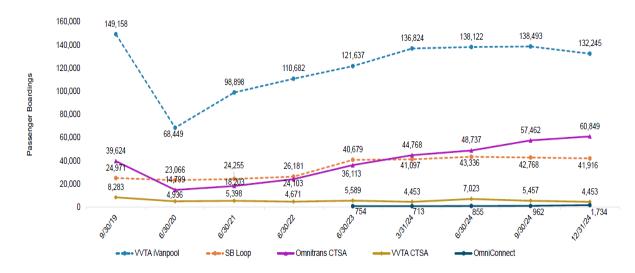
Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Winter 2024



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

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

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



San Bernardino County Transportation Authority

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Current Initiatives Update

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

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



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

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Exhibit 7 Earth Day Promotions



Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Transit Manager

Approved Transit Committee Date: May 15, 2025 Witnessed By:



San Bernardino County Multimodal Transportation Quarterly Update



Second Quarter Fiscal Year 2024/2025
Volume 6, Number 2

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Arrow
SBCTA Multimodal Programs
SB Loop
IE Commuter Pideshare

Introduction



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

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

- 1. To provide high-level information about specific transportation services and programs available.
- 2. To report on current initiatives and track trends in key performance indicators.

San Bernardino County's Public Transportation Modes and Programs

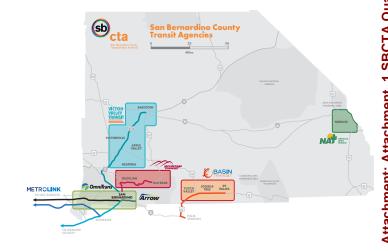
San Bernardino County is served by six public transit operators, providing rail, fixed-route bus services, microtransit and Americans with Disabilities Act (ADA) complementary paratransit services. The new Metrolink Arrow San Bernardino-Redlands train service commenced in October 2022. Its ninth quarter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

- Metrolink Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange,
 Riverside, San Bernardino and Ventura. Metrolink launched the Arrow service in October 2022, adding nine additional miles,
 four new stations and new Diesel Multiple Unit (DMU) trains, and connecting Downtown San Bernardino with the University
 of Redlands.
- Omnitrans Providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles counties.
- Victor Valley Transit Authority (VVTA) Providing services in the Greater Victor Valley and Barstow areas, connecting to the San Bernardino Valley.
- Basin Transit (previously Morongo Basin Transit Authority) Providing services in Twentynine Palms, Yucca Valley, Joshua Tree and the Morongo Valley communities, connecting to the Coachella Valley.
- **Mountain Transit** Providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.
- Needles Transit Services Providing services within the City of Needles and limited connections into Arizona.

Three additional modes of transportation support San Bernardino County residents:

- Consolidated Transportation Services Agencies
 (CTSAs) programs Specialized transportation services
 administered by Omnitrans and VVTA.
- Vanpool programs Programs are operated by SBCTA and VVTA – SB Loop and iVanpool.
- IE Commuter A rideshare program in partnership with SBCTA and the Riverside County Transportation Commission (RCTC).

Exhibit 1, San Bernardino County Public Transit Bus Operators



Commentary

Ridership Growth Continues

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

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

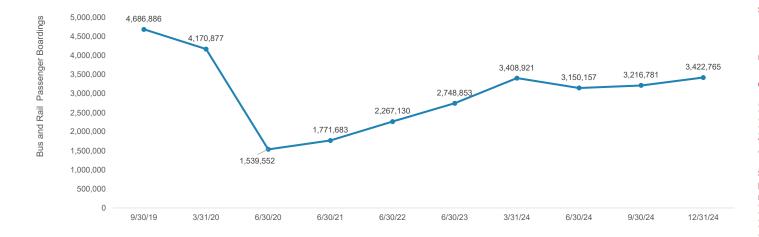
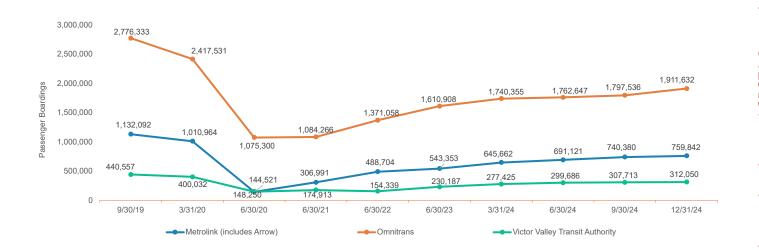


Exhibit 3 depicts continued growth of the two larger bus operators while Metrolink dipped slightly in the second guarter. Omnitrans' ridership increased a healthy 6% from the prior quarter, while VVTA's ridership grew by 1.4%. Metrolink ridership increased 2%, or more than 19,000 trips.

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



Commentary



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

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

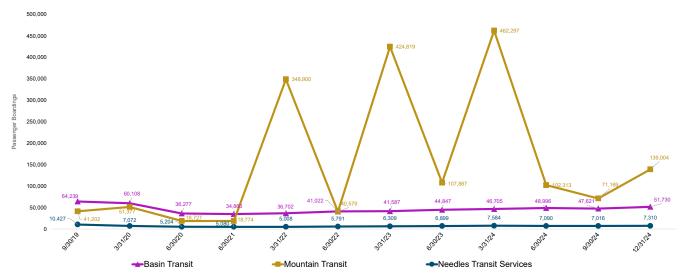
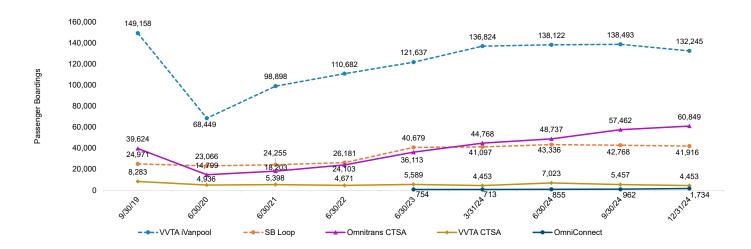


Chart includes 3rd Quarter ridership from previous years to illustrate the peaks of Mountain Transit's seasonal ski service

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

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



Current Initiatives



Efforts to Grow Ridership Countywide

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

Transit Equity Day — Tuesday, February 4, 2025

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

Exhibit 6, Transit Equity Day Promotions and Event

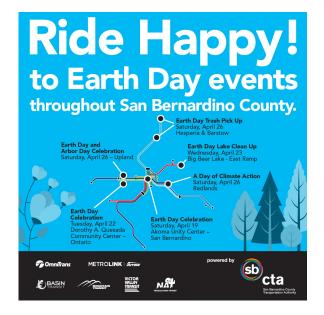






Earth Day — Tuesday, April 22, 2025

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





Valentine's Day and Women's History Month

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

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





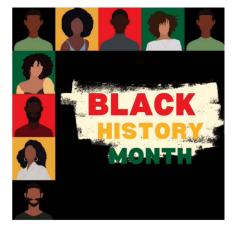








Take Transit to Events All Month Long!



Omnitrans



Commentary and Trends

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

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

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



Performance*	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
SYSTEM Total Passenger Trips	1,797,536	1,911,632	6%
Fixed-Route Trips** Demand Response Trips	1,758,187 39,349	1,873,564 38,068	7% -3%
SYSTEM Performance			
Revenue Hours Passengers per Rev Hour	156,900 11.5	157,356 12.1	0% 6%
Revenue Miles Passengers per Rev Mile	2,131,490 0.84	2,126,741 0.90	0% 7%
Passenger Miles Average Trip Length (miles)	9,114,341 5.07	9,655,298 5.05	6% 0%
OPERATIONS Expense			
Total Operating Cost	\$22,298,377	\$24,700,942	11%
Passenger Revenue	\$2,006,267	\$2,161,727	8%
Farebox Recovery Ratio	9.0% 23.6%	8.8% 24.6%	-3% 4%
Farebox Recovery (TDA Formula***) Cost per Revenue Mile	\$10.46	\$11.61	11%
Subsidy/Pass Trip – Systemwide	\$12.40	\$12.92	4%
Fixed-Route Cost per Trip	\$10.85	\$10.97	1%
Demand Response Cost per Trip	\$81.98	\$108.80	33%
FLEET Characteristics			
Vehicles in Peak Service	(Includes sbX)	(Includes sbX)	
Fixed-Route	125	125	
Demand Response	40	40 165	
Total Vehicles in Peak Service Battery-Operated Vehicles	165 4	16	
Dattery-Operated Verilloles	4	4	•

^{*} Extracted from TransTrack Manager Quarterly Scorecard during March 2025.

^{**} OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.

^{***} The Transportation Development Act (TDA) allows local revenue to be counted as passenger revenue in calculating the farebox recovery ratio.

OmniTrans

OmniConnect Shuttle Services:

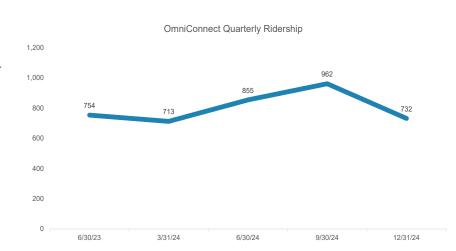
- SB Connect Rte. 300
- ONT Connect Rte. 380

Commentary and Trends

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

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

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



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

^{*} Extracted from TransTrack Manager Quarterly Scorecard during March 2025.

^{**} OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.

^{***} The Transportation Development Act (TDA) allows local revenue to be counted as passenger revenue in calculating the farebox recovery ratio.

Omnitrans Consolidated Transportation Services Agency (CTSA)



Commentary and Trends

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

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

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

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

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



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

^{*} Reporting numbers are for number of individuals trained.

^{**} New Regional Mobility Partner: Contract has been executed. Partner is in the process of starting their program.

Victor Valley Transit Authority

Commentary and Trends

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

Service changes included:

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



headways during weekdays			
Performance*	1st Quarter FY 24/25	2nd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
SYSTEM Total Passenger Trips	307,713	312,050	1%
Fixed-Route Trips Commuter Bus Trips Demand Response Trips	265,468 8,632 33,613	271,650 7,298 33,102	2% -15% -2%
SYSTEM Performance [excludes vanpool revenue hou	rs & miles]		
Revenue Hours Passengers per Rev Hour	63,703 4.8	69,742 4.5	9% -7%
Revenue Miles Passengers per Rev Mile	1,011,886 0.30	1,128,554 0.28	12% -9%
OPERATIONS Expense [excludes vanpool expense & r	revenue]		
Total Transit Operating Cost Passenger Revenue Farebox Recovery Ratio Systemwide Cost per Revenue Mile	\$11,413,960 \$462,352 4.1% \$11.28	\$12,551,851 \$482,520 3.8% \$11.12	10% 4% -5% -1%
Subsidy/Pass Trip – Systemwide Fixed-Route Cost per Trip Commuter Bus Cost per Trip Demand Response Cost per Trip	\$35.59 \$32.93 \$37.68 \$69.84	\$38.68 \$33.14 \$39.03 \$98.61	9% 1% 4% 41%
FLEET Characteristics			
Vehicles in Peak Service Fixed-Route Commuter Demand Response Total Vehicles in Peak Service	Includes 12 Electric Vehicles 49 6 39 94	-	9
Service Area Square Mileage	1,082	1,0	-

* Extracted from TransTrack Manager Quarterly Scorecard during March 2025.

Vehicles per Square Mile

0.07

0.07

Victor Valley Transit Consolidated Transportation Services Agency (CTSA)

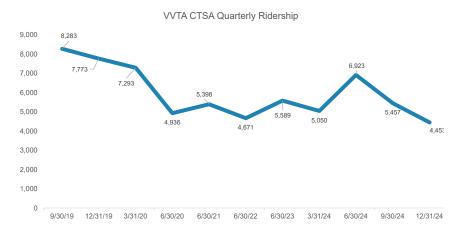
VICTOR VALLEY TRANSIT

Commentary and Trends

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

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

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



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

Victor Valley Transit iVanpool



Commentary and Trends

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

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

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



Performance	1st Quarter FY 24/25		uarter 24/25
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
Performance			
Number of Vanpools	211	210	~0%
Revenue Miles	1,436,324	1,395,406	-3%
Revenue Hours	29,927	28,654	-4%
Unlinked Passenger Trips	138,493	132,245	-5%
Passenger Miles	7,127,823	6,686,368	-6%
Subsidies Disbursed	\$381,430	\$378,839	-1%
Participation Fees	\$309.660	\$277.072	-11%

Basin Transit

Commentary and Trends

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

Revenue hours were consistent with the previous quarter and productivity (passengers per revenue hour) saw an increase of 8% (from 6.0 to 6.4 passengers per hour). Operating costs are up 21% while passenger revenue is up 36%.

These ridership and productivity gains were achieved during a period where Basin Transit installed a new Intelligent Transit System (ITS) on its vehicles to better track fare types and count passenger boardings.



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

^{*} Extracted from TransTrack Manager Quarterly Scorecard during March 2025.

Mountain Transit

Commentary and Trends

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

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





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

^{*} Extracted from TransTrack Manager Quarterly Scorecard during March 2025.

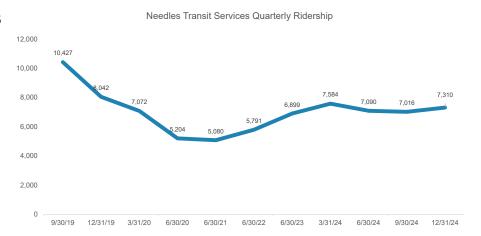
Needles Transit Services



Commentary and Trends

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

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



Performance*	1st Quarter FY 24/25	2nd Q FY 2	
	Current Year FY 24/25	Current Year FY 24/25	% change from 1st Quarter
SYSTEM Total Passenger Trips	7,016	7,310	4%
Fixed-Route Trips	5,291	5,756	9%
Demand Response Trips	1,725	1,554	-10%
SYSTEM Performance			
Revenue Hours	1,281	1,198	-6%
Passengers per Rev Hour	5.5	6.1	11%
Revenue Miles	16,015	15,506	-3%
Passengers per Rev Mile	0.44	0.47	8%
OPERATIONS Expense			
Total Operating Cost	\$149,563	\$144,131	-4%
Passenger Revenue	\$11,515	\$13,911	21%
Farebox Recovery Ratio Systemwide	7.7%	9.7%	25%
Costs per Revenue Mile	\$9.34	\$9.30	~0%
Subsidy/Pass Trip – Systemwide	\$19.68	\$17.81	-9%
Fixed-Route Cost per Trip	\$20.56	\$20.41	-1%
Demand Response Cost per Trip	\$16.97	\$17.14	1%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route		1	
Demand Response		1	
Total Vehicles in Peak Service		2	
Service Area Square Mileage	;	31	
Vehicles per Square Mile	0	.06	

^{*} Extracted from TransTrack Manager Quarterly Scorecard during March 2025.

Metrolink

Commentary and Trends

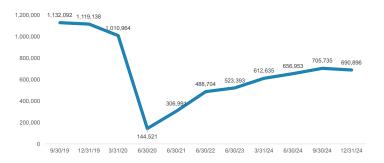
Metrolink implemented new service schedules on October 21, 2024, that removed one weekday train on the San Bernardino Line (SBL) for trains traveling within San Bernardino County, while adding additional train service between the Covina Station and L.A. Union Station.

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

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



Metrolink Quarterly Ridership



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

Metrolink Arrow

METROLINK Arrow

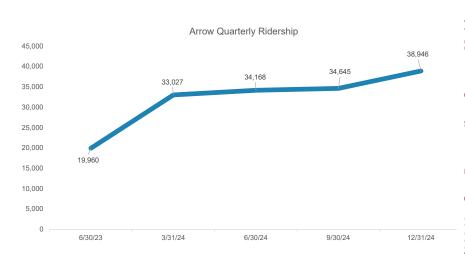
Commentary and Trends

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

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

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

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



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

SBCTA Multimodal Programs SB Loop





Commentary and Trends

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

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

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



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

SBCTA Multimodal Programs IE Commuter Rideshare





Commentary and Trends

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

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

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

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

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

Minute Action

AGENDA ITEM: 4

Date: May 15, 2025

Subject:

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

Recommendation:

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

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

Background:

During the Southern California Regional Rail Authority (SCRRA) Fiscal Year 2024/2025 Budget process, the Joint Powers Authority (JPA) member agencies, which includes the San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (LA Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC), agreed to fund the Student Adventure Pass program, which provides free fares to students on Metrolink.

The intent was to partially fund the program using SCRRA's Operator Share of Low Carbon Transit Operations Program (LCTOP) funds, with the member agencies supporting the balance. SBCTA's estimated share of the program was \$386,300, and last April, SBCTA's Board of Directors (Board) allocated \$467,798 of LCTOP population share to fund the program. The allocation amount is higher because at the time the staff report was developed, the SCRRA budget was not finalized. After the Board's approval, the resolution allocating the LCTOP funds was transmitted to the California Department of Transportation (Caltrans). During Caltrans' review of SBCTA's and SCRRA's allocation requests, they requested that SBCTA's population share allocation be submitted with SCRRA's operator allocation request; therefore, SCRRA received the LCTOP funding directly from Caltrans instead of it being funneled through SBCTA.

In June 2024, the SBCTA Board approved to fund and allocate the Fiscal Year 2024/2025 SCRRA Metrolink Operations Budget for a total operating assistance allocation of \$29,569,677 which included \$386,300 in funding for the Student Adventure Pass program using Local Transportation Funds (LTF). This resulted in SCRRA receiving an extra \$386,300 in LTF funding and an extra \$81,498 in LCTOP funds.

This item recommends that the Board approve an increase in LCTOP funding for the SCRRA's Budget to swap the funding for the Student Adventure Pass program from LTF to LCTOP. SCRRA will reconcile the additional LTF and LCTOP funding provided by SBCTA as part of the year-end process and return the extra LTF and LCTOP funds to SBCTA.

Entity: San Bernardino County Transportation Authority

Financial Impact:

This item has no financial impact on the SBCTA adopted Budget for Fiscal Year 2024/2025 or proposed Budget for Fiscal Year 2025/2026 as SCRRA has received the LCTOP funds directly from the State.

Reviewed By:

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

Responsible Staff:

Nicole Soto, Multimodal Mobility Programs Administrator

Approved Transit Committee Date: May 15, 2025 Witnessed By:

Minute Action

AGENDA ITEM: 5

Date: May 15, 2025

Subject:

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

Recommendation:

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

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

- B. Approve the SCRRA Preliminary Budget Request for Fiscal Year (FY) 2025/2026 Metrolink service, with an annual SBCTA subsidy totaling \$51,810,938 for:
 - Operating assistance in the amount of \$32,947,082
 - State of Good Repair assistance in the amount of \$16,620,624
 - New Capital assistance in the amount of \$2,243,232
- C. Approve Resolution No. 25-073 to support funding SBCTA's FY 2025/2026 annual subsidy in Recommendation B, totaling \$51,810,938, consisting of:
 - \$29,332,887 of Valley Local Transportation Funds
 - \$3,290,000 of Senate Bill 125 Transit and Intercity Rail Capital Program
 - \$1,870,424 of State Transit Assistance Operator funds
 - \$16,993,432 of Federal Transit Administration, Section 5337 funds
 - \$324,195 of Senate Bill 1 State of Good Repair Operator funds
- D. Approve continuation of the San Bernardino Line Fare Subsidy Discount program for FY 2025/2026 in an amount of \$150,000, using Valley Local Transportation Funds.

Background:

The Southern California Regional Rail Authority (SCRRA) Joint Powers Authority (JPA) requires a preliminary budget to be presented to the member agencies each year. Adoption of the final SCRRA budget by the SCRRA Board of Directors (Board) is contingent upon each of the five member agencies approving their financial contribution for the fiscal year. The five member agencies include San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (LA Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC). Formal development of the Fiscal Year (FY) 2025/2026 Budget began in February 2025, with budget development updates presented to the SCRRA Member Agency Advisory Committee (MAAC) members throughout February, March, and April 2025.

The first draft of the Preliminary Budget Request for FY 2025/2026 for Metrolink service was presented to staff during a meeting between SBCTA and SCRRA on February 7, 2025. This was

Entity: San Bernardino County Transportation Authority

followed by five weeks for staff to review the budget, ask questions, and request supporting documentation. Further refined budget information was provided by SCRRA on February 27, 2025 and March 13, 2025. On April 25, 2025, SCRRA staff presented the draft Preliminary Budget Request for FY 2025/2026 for Metrolink service operations to its Board with the recommendation to transmit the Budget to member agencies, which was approved unanimously. SBCTA staff completed its review and agreed at the staff level to the Preliminary Budget Request, attached hereto as Attachment A. It should be noted that the Budget presented is a draft and will not be considered final until formally approved by all five member agencies and the SCRRA Board. Any modifications to this draft budget will be noted in the report to the SBCTA Board or brought back to the SBCTA Board at a later date.

There are two key funding sources for the Operating budget: 1) fare revenue from riders and 2) corresponding subsidies from member agencies. The coronavirus pandemic led to a quick decline in ridership, and post-pandemic, teleworking and more flexible work schedules have remained prevalent, resulting in higher member agency subsidies. In response, a Metrolink reimagined vision was developed to address post-pandemic ridership demand and emerging travel patterns to transition from a commuter to a regional rail system. As part of this vision, an optimized schedule was launched on October 21, 2024, that increased frequency throughout the day, including efforts to streamline connections at Los Angeles Union Station. While ridership trends continue upward, recovery is only 60% of pre-pandemic levels and continues to significantly challenge the budget process.

Fiscal year-to-date through February 2025 system-wide farebox revenue actuals were less than the revenue budgeted for FY 2024/2025; recovery was estimated at 55%, while the actual is 51%, below budget by approximately \$2 million. The reduction in revenue is due to the Student Adventure Pass program ridership exceeding the available Low Carbon Transit Operations Program (LCTOP) revenue, resulting in SCRRA reducing the reimbursement rate to 25% of the fare. In the proposed FY 2025/2026 Budget, the Student Adventure Pass program is being reduced to a 50% discount since the program is exceeding the amount of LCTOP funding available. Exhibit 1 below shows the percent of total fare box revenue by month through February 2025.

Exhibit 1 - Budgeted vs. Actual Farebox Revenue Recovery

	BUDGET					1	ACTUAL		
PERIOD		REVENUE	RECOVERY		REVENUE		VARIANCE	RECOVERY	
JULY-24		3,653,703	57%		3,297,409		(356,294)	52%	
AUGUST-24		3,655,242	55%		3,369,765		(285,477)	51%	
SEPTEMBER-24		3,596,102	56%		3,475,165		(120,937)	54%	
FY25 YTD Q1 TOTAL	\$	10,905,048	56%	\$	10,142,339	\$	(762,709)	52%	
OCTOBER-24		3,234,541	48%		3,704,168		469,627	54%	
NOVEMBER-24		2,958,164	46%		3,550,259		592,095	55%	
DECEMBER-24		2,941,323	50%		3,250,032		308,710	55%	
FY25 YTD Q2 TOTAL	\$	20,039,075	52%	. \$	20,646,799	\$	607,723	53%	
JANUARY-25		4,382,759	69%		2,706,313		(1,676,446)	43%	
FEBRUARY-25		3,632,631	60%		2,667,652		(964,979)	44%	
Fiscal Year to Date	\$	28,054,466	55%	\$	26,020,764	\$	(2,033,702)	51%	

Student Adventure Pass

Month of February = \$393,821 Year-to-Date = \$4,800,767

Note: FY25 Student Adventure Pass reimbursed @ 25%

For the same period, year-to-date through February 2025, system-wide ridership was forecasted at a recovery of 60%, while actual ridership recovery is 62%, exceeding expectations by nearly 150,000 riders. Exhibit 2 below displays the budgeted versus actual ridership by month, not including Arrow Service. The orange bar represents additional ridership as a result of the Student Adventure Pass program, which accounts for a third of the total riders and has generated more than 1.5 million riders this fiscal year through February 2025.

Exhibit 2 - Budgeted vs. Actual Ridership

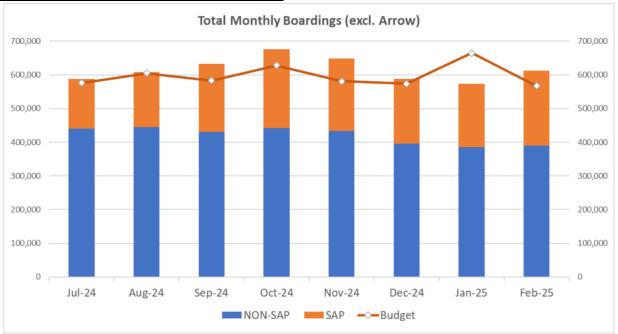
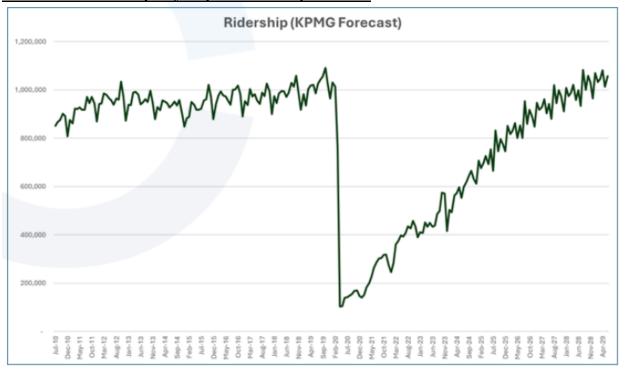


Exhibit 3 on the following page displays the projected ridership included in the Preliminary Budget for FY 2025/2026 for Metrolink service, which was developed by third-party consultants, KPMG and Sperry Capital, in coordination with SCRRA. The ridership forecast includes the first full year of projected growth anticipated from the October 21, 2024 optimized schedule launch.

Exhibit 3 – KPMG/Sperry Capital Ridership Forecast



The proposed budget for Operations, Capital, and State of Good Repair (SGR) for Metrolink service that was presented to the SCRRA Board on April 25, 2025, is attached hereto as Attachment A and consists of an operating budget authority of approximately \$352 million. The subsidy required from member agencies is approximately \$275 million, an increase of approximately 4% compared to the adopted Budget for FY 2024/2025, which was a subsidy of approximately \$264 million. However, the increase is reduced to 2.5% when removing member agency fully funded projects, including LA Metro's Maintenance of Way Outside 20 Feet (Outside 20'), and SBCTA's San Bernardino County Sheriff's Dedicated Law Enforcement (SB Sheriff's).

The proposed operating budget includes the addition of a second roundtrip Metrolink train on the San Bernardino Line from Downtown Redlands to Los Angeles Union Station, service for which SCRRA will initiate during a future schedule change. Staff has also opened communications with SCRRA to work towards the elimination of Downtown San Bernardino and the San Bernardino Depot as station stops for the first southbound train on the Inland Empire Orange County (IEOC) line, due to poor ridership. The first train has a 3:49 a.m. departure, which was modified as part of the October 21, 2024 schedule change, from its previous departure at 4:29 a.m. The proposed operating budget does not include the reduction of this service; a future budget adjustment will be presented to the Board when information is received from SCRRA. Staff is evaluating ridership patterns and considering adjustments to the remaining three IEOC train departures from San Bernardino, to minimize duplicate service with Omnitrans Route 215. SBCTA's share of the FY 2025/2026 operations subsidy of \$32,947,082 increased by approximately \$3 million from the adopted Budget for FY 2024/2025, or approximately 11%, which is mostly driven by SBCTA's SB Sheriff's expansion to Metrolink service within the county. Other costs attributing to the increase include initiating 2028 Olympic planning efforts, new Federal Railroad Administration regulations for signal workers, and a full year of the optimized schedule.

Exhibit 4 below provides a breakdown of the top drivers of the proposed FY 2025/2026 operating expenses, excluding LA Metro's Outside 20' and SBCTA's SB Sheriff's.

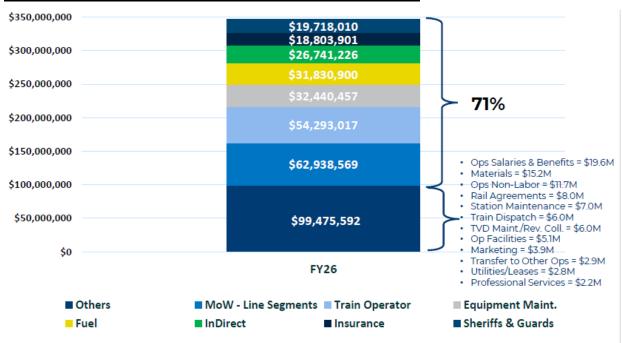


Exhibit 4 – Top Drivers of FY 2025/2026 Operating Expenses

The Capital Program authority totals approximately \$153 million for both New Capital and SGR projects. The SGR program focuses on maintaining equipment and infrastructure that is identified as critical and a high priority to be in a state of good repair. The proposed SGR requires a member agency subsidy of \$137.5 million, a decrease of nearly 14% from FY 2024/2025. SBCTA's FY 2025/2026 subsidy for SGR is \$16,620,624, a decrease of nearly 24% from FY 2024/2025. A detailed list of SGR projects is available by member agency and by line in Attachment B. The New Capital program, which focuses on facilities, rolling stock, information technology, and business systems, requires a member agency subsidy of nearly \$16 million. increase of approximately 164% compared to SBCTA's FY 2025/2026 subsidy for New Capital is \$2,243,232, an increase of nearly 163% from FY 2024/2025. A listing of the New Capital projects, their location, and description is provided in Attachment C. As SGR and New Capital projects are multi-year in nature, the recommended subsidy amounts would fully fund the projects up front.

The FY 2025/2026 operating budget request excludes the funding needed to continue the Metrolink San Bernardino Line Fare Discount Program, which is coordinated with LA Metro. The discount has been ongoing since July 2018 and provides a 25% discount to attract new riders and to maintain current riders. Recommendation D identifies the additional budget amount needed to continue supporting the 25% discount, which is managed by SCRRA outside of the operating budget and will only be expensed to SBCTA if revenue from riders boarding the San Bernardino Line is not sufficient to recoup the discount. The past two years, this has only occurred for the first and second quarters of each year, and with projected ridership increases, it should be revenue-neutral in the future.

Last year, the SBCTA Board approved Memorandum of Understanding (MOU) No. 24-1003060, which outlines the annual budget process, roles, and responsibilities of SBCTA and SCRRA to memorialize the annual funding and allocations for Metrolink services. While SCRRA agreed to the MOU terms, the structure of automatically attaching the SBCTA Board-approved budget item was not ideal, and the MOU was not executed. SBCTA and SCRRA staff have identified an alternative method of transmitting SBCTA's approved funding through an annual SBCTA Board-adopted resolution. Staff recommends approval of Recommendation A, which will serve as a master agreement of the budgetary process and roles and responsibilities, and the annual resolution will authorize SBCTA to provide the funding, allocations, and payment to SCRRA upon adoption. Note that the MOU includes indemnity clauses for both SCRRA and SBCTA, and that SCRRA's operations contracts include indemnity provisions that deviate from SBCTA's typical indemnity provisions. Specifically, there are some operations contracts in which SCRRA indemnifies the operations contractor, which means that such indemnity requirements would go back to SBCTA. Such indemnity provisions are typical for operations contracts.

Staff also recommends approval of the SCRRA Preliminary Budget Request for FY 2025/2026 to support Metrolink services as proposed in Recommendation B, and Resolution No. 25-073 identified in Recommendation C, which outlines the funding and allocations SBCTA is committing to for FY 2025/2026. This resolution is contingent on the execution of MOU No. 24-1003060. Lastly, staff recommends approval of Recommendation D to continue supporting the San Bernardino Line Fare Discount Program.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. SBCTA's annual operating and capital subsidies are included in the proposed Budget for Fiscal Year 2025/2026 and funded with Valley Local Transportation Funds, Senate Bill 125 Transit and Intercity Rail Capital Program funds, and State Transit Assistance funds in Program 30.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. General Counsel has reviewed this item, the draft Memorandum of Understanding, and the draft Resolution.

Responsible Staff:

Nicole Soto, Multimodal Mobility Programs Administrator

Approved Transit Committee Date: May 15, 2025 Witnessed By:

Contract	Summary	Sheet

				Gen	eral Cont	ract Information	on			
Contract No:	24-1	003060	Amendment No.:							
Contract Class:		Payable		Depart	ment:	Transit				
Vendor No.:	02	003	Vend	lor Name: S	Southern	California Regi	onal Ra	ail Authority		
Description:	Annua	al Funding A	llocation	s for New Ca	pital, State	e of Good Repair	and O _l	perations of Metroli	nk Service	
List Any Related Co	ontrac	t Nos.:								
					Dollar	Amount				
Original Contract			\$		-	Original Contir	ngency	,	\$	-
Prior Amendments	;		\$		-	Prior Amendm	nents		\$	-
Prior Contingency I	Releas	sed	\$		-	Prior Continge	ency Re	eleased (-)	\$	-
Current Amendme	nt		\$		-	Current Amen	dment		\$	-
Total/Revised Con	tract	Value	\$			Total Continge			\$	-
			Total			ontract Value a	and Co	ntingency)	\$	-
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MEMORANDUM OF UNDERSTANDING NO. 24-1003060 BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR

THE ANNUAL FUNDING ALLOCATIONS FOR NEW CAPITAL, STATE OF GOOD REPAIR AND OPERATIONS OF METROLINK SERVICE

This Memorandum of Understanding ("MOU") for the annual funding allocations for new capital, state of good repair, and operations of Metrolink service is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (herein after referred to as "SBCTA") and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (herein after referred to as "SCRRA"). SBCTA and SCRRA are sometimes individually referred to as "PARTY", and collectively referred to as "PARTIES".

RECITALS:

WHEREAS, the SCRRA is a Joint Powers Authority ("JPA") funded by five (5) member agencies, including Los Angeles County Metropolitan Transportation Authority ("LA Metro"), Orange County Transportation Authority ("OCTA"), Riverside County Transportation Commission ("RCTC"), San Bernardino County Transportation Authority ("SBCTA"), and Ventura County Transportation Commission ("VCTC"). Collectively, these agencies are the "Member Agencies," and each is a "Member Agency."

WHEREAS, the SCRRA provides commuter rail service through its operation of Metrolink, which operates to, and within, the Counties of Ventura, Los Angeles, Orange, Riverside, San Diego, and San Bernardino, of which SBCTA funds commuter rail services benefitting San Bernardino County on the San Bernardino Line ("SBL"), Inland Empire Orange County Line ("IEOC"), and Riverside County Line ("RVL") consistent with the existing cost sharing formulas established by the Joint Powers Agreement ("JPA"), to which SBCTA is a party.

WHEREAS, the SCRRA is authorized and directed to oversee, on SBCTA's behalf, the administration of shared use and/or joint facilities agreement between SBCTA (or its predecessors or successors in interest) and any freight rail operators, pursuant to Acknowledgement Agreement No. 22-1002751, dated December 13, 2021.

WHEREAS, SBCTA and SCRRA desire to enter into this MOU to define the respective responsibilities of SCRRA, as a sub-recipient of SBCTA federal, state, and local funds, for costs in connection with operations, the new capital and State of Good Repair (SGR) budget, and SCRRA's prior year SGR and new capital costs, sometimes referred to individually and collectively as "BUDGET".

WHEREAS, SCRRA's Operating BUDGET covers train operations, including operating crews, dispatching, equipment maintenance, fuel, non-scheduled rolling stock repairs, operating facilities maintenance, rolling stock lease payments, maintenance of way, security and guard services, public safety programs, passenger relations, existing ticket vending devices ("TVD") maintenance and revenue collection, information technology, marketing and market research, media and external relations, utilities and leases, passenger transfers to other operators, station maintenance, freight rail agreements and general administrative costs that support SCRRA Operations.

WHEREAS, SCRRA is responsible for the provision of all insurance coverage types and limits appropriate for operational and maintenance activities, as well as related legal and claims administration, including but not limited to Liability, Property, Automobile, Workers' Compensation, etc. It is understood that these limits and coverages may change from time to time, the changes of which shall be included in each annual BUDGET cycle, subject to approval by all Member Agencies; changes made at any other time must be approved by the Member Agencies.

WHEREAS, SCRRA's ongoing Capital BUDGET includes construction, improvements and State of Good Repair (SGR) work related to track, structure and signals, layover facility work at system maintenance facilities, as well as SBCTA's share of system-wide track, signal, information technology, communications, rolling stock, facilities, rubber tire vehicles, existing TVD and mechanical improvements.

WHEREAS, there is a separate MOU, Contract No. 20-1002367, approved by SBCTA and SCRRA for Arrow Service, that addresses the roles and responsibilities for operation of the multiple unit operation between San Bernardino – Downtown Station and Redlands – University Station.

WHEREAS, in lieu of annual funding agreements for Metrolink Service, SBCTA will document each annual BUDGET in a Resolution and provide it annually to SCRRA upon approval by SBCTA's Board of Directors.

NOW, THEREFORE, the PARTIES agree as follows:

I. TERM

a. This MOU is effective upon execution by both PARTIES and shall remain in effect so long as SBCTA is a member of the JPA and shall not terminate prior to the completion of the disbursement of the New Capital, State of Good Repair (SGR) and Operating funds to SCRRA, which are disbursed across multiple annual funding cycles, and the completion of all reports, updates or any other documentation or responsibility of the PARTIES related to the projects in each

24-1003060 Page **2** of **10**

annual BUDGET. In all events, this MOU shall terminate within the time limits set forth in applicable Federal Transit Administration (FTA) procedures and regulations or by express written consent mutually agreed upon by both PARTIES. The terms and conditions set forth herein shall remain in effect unless otherwise modified. The annual subsidies for each BUDGET cycle shall be documented in a Resolution and provided annually upon approval by the SBCTA Board of Directors.

II. OBLIGATIONS AND RESPONSIBILITIES OF SCRRA

- a. SCRRA agrees to provide weed abatement, debris removal, track maintenance, graffiti removal, and other related maintenance, at road crossings, as well as routine maintenance, inspection and repairs of track, structures, signal system, grade crossing warning system and communication infrastructure (collectively, "Maintenance of Way Services") within twenty (20) feet from the center line along all operational tracks within the San Gabriel Subdivision, Shortway Subdivision, or any other railroad rights of way which SBCTA may acquire in the future upon which SCRRA is the Operating Railroad, as defined by Title 49, CFR, Part 200-299, upon which passenger rail service is provided to and from San Bernardino County and within the above Subdivisions, including also the Rialto Subdivision, upon which freight rail track rights and appurtenant maintenance obligations exist pursuant to a shared use and/or joint facilities agreement administered by SCRRA on SBCTA's behalf.
- b. As the Operating Railroad on behalf of SBCTA, SCRRA agrees to maintain track, signals, and crossing warning systems on the portion(s) of SBCTA-owned railroad rights of way upon which SCRRA operates Metrolink services or is otherwise subject to Surface Transportation Board jurisdiction ("ENS Signage and Maintenance Services"). SCRRA will post and maintain Emergency Notification Signs (ENS) at all crossings on the out of service areas as required by the Federal Railroad Administration (FRA), CFR Title 49 Part 234. The cost of all maintenance with respect to this Paragraph b incurred by SCRRA upon right of way which SCRRA does not operate Metrolink services will be tracked as a separate recollectable project and billed separately to SBCTA outside of this MOU. Notwithstanding anything to the contrary in Article IV, SBCTA shall reimburse SCRRA for any maintenance performed pursuant to this paragraph b within 30 days of SBCTA's approval of a complete invoice. The invoice shall include documentation supporting the costs associated with the request for reimbursement. With respect to the Rialto Subdivision, SCRRA shall not perform any discretionary maintenance without SBCTA's prior written approval, unless such maintenance is wholly offset by payments from a freight rail operator.
- c. Notwithstanding anything to the contrary in paragraphs a and b, above, or in Article IV, below, SCRRA shall not seek reimbursement from SBCTA to the extent maintenance costs are offset by compensation due to SBCTA but received by SCRRA directly from freight rail operators pursuant to freight rail operator

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- obligations under shared use and/or joint facilities agreements administered by SCRRA on SBCTA's behalf.
- d. SCRRA agrees to provide contracted law enforcement services for on-board and right-of-way incidents. The contracted law enforcement agency will provide fullservice law enforcement services, which includes Coroner response and administrative support.
- e. The contracted law enforcement agency will provide quarterly updates to the Member Agency Advisory Committee on the activities rendered, specifically types of services and location (including County). Of note, SCRRA currently uses the mile posts to identify where an incident occurs.
- f. SCRRA agrees to provide special train service as included in the BUDGET and will coordinate schedules and service options with Member Agencies.
- g. SCRRA agrees to establish fiscal controls and accounting procedures sufficient to assure proper accounting for all transactions, so that audits may be performed.
- h. SCRRA shall use accounting and fiscal procedures conforming to generally accepted accounting principles (GAAP or GASB).
- i. SCRRA agrees to comply with the requirements of 49 CFR, Part 26, et. seq., and all other FTA Disadvantaged Business Enterprise (DBE) rules, regulations, and policies in carrying out this MOU, and shall implement a stand-alone DBE Program that includes goal setting, outreach, monitoring, and reporting. SCRRA shall create and maintain records of compliance with the DBE obligations in this MOU and provide compliance information to SBCTA upon request.
- j. SCRRA will ensure all federal funding allocated by SBCTA is processed and submitted on behalf of SBCTA to the FTA within the fiscal year allocated by the SBCTA Board of Directors.
- k. SCRRA will provide quarterly reports summarizing annual actual data versus BUDGET to assist in the measurement of performance metrics.
- 1. SCRRA agrees to monitor expenditure deadlines for federal and state funding, and notify SBCTA one (1) year in advance of any potential loss of funds due to an inability to expend them by the deadline.
- m. As applicable, SCRRA will prepare and submit all required reports to federal and state agencies in a timely manner, by the due dates established by those agencies, in order to avoid any penalties that could impair funding to SBCTA.
- n. SCRRA will participate in SBCTA's Multimodal Interconnectivity Working Group, which serves as a collaborative environment with Metrolink and local bus operators, who provide feedback and advise on current and future service planning endeavors that focus on enhancing the customer experience through targeting seamless connections and transfer times, schedule modifications, and expansion and identification of relevant grant opportunities, including, but not limited to the following:
 - i. Connecting services, including Arrow service and the future Brightline West and Tunnel to Ontario International Airport (ONT);

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- ii. First/Last Mile Shuttle Pilot Program with Omnitrans to improve transit connections to Metrolink:
 - 1. SB Connect Shuttle from the San Bernardino Downtown Station to offices, public services, and the courts, and
 - 2. ONT Connect Shuttle from the Metrolink Rancho Cucamonga Station to Ontario International Airport;
- iii. Tunnel to Ontario International Airport and Brightline West service at Cucamonga Metrolink station;
- iv. San Bernardino Line Lilac to Rancho Double Track Project, or a portion thereof;
- v. Conversion of Diesel Multiple Units (DMUs) to Zero Emission Multiple Units (ZEMUs); and
- vi. Redlands to Los Angeles Union Station Multiple Unit Implementation Plan

III. OBLIGATIONS AND RESPONSIBILITIES OF SBCTA

- a. SBCTA shall participate in BUDGET development discussions with SCRRA and Member Agencies as part of the Member Agency Advisory Committee (MAAC) and provide feedback and concurrence on proposed annual projects, operations, and anticipated service needs or modifications.
- b. SBCTA shall submit the annual BUDGET request to the SBCTA Board of Directors and provide written concurrence to SCRRA confirming any Board approval, allocation amounts and funding sources.
- c. SBCTA shall provide feedback and coordinate grant efforts on projects, led by SBCTA or SCRRA, that benefit San Bernardino County, where applicable.
- d. SBCTA shall review each SCRRA invoice for State of Good Repair (SGR) and SBCTA-approved New Capital project costs to ensure eligibility for federal reimbursement and provide concurrence to SCRRA for making timely drawdown requests to FTA for eligible expenses following approval of the invoice.
- e. SBCTA shall provide SCRRA with appropriate documentation and other data as needed in coordination of audit activities and similar requests.

IV. INVOICING

- a. SCRRA shall adhere to the following guidelines for invoicing and managing of Operations:
 - i. SCRRA shall only utilize funding for specific line items of the approved Operating BUDGET. Any revisions to specific line items will utilize the BUDGET transfer process as outlined in SCRRA's Board approved Finance Policy 1.2 and shall include concurrence by SBCTA. For any SCRRA spending that will increase the SCRRA-approved Operating BUDGET and require an increase in Member Agency contribution, SCRRA shall obtain SBCTA approval before entering any contractual relationship that may affect SBCTA's obligations, including but not limited to, funding obligations.

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- ii. SCRRA shall obtain written approval from the SBCTA Board of Directors prior to allocating and expending Deferred Revenue funds.
- b. SCRRA shall adhere to the following guidelines for invoicing and managing of New Capital and State of Good Repair (SGR) projects:
 - i. SCRRA shall invoice SBCTA on a quarterly basis for reimbursement of eligible expenses by submitting a Quarterly Progress/Expenditure Report. Each invoice and accompanying Quarterly Progress/Expenditure Report shall include sufficient back-up documentation to the project level so that expenses can be tracked on a project-by-project basis. Documentation shall include copies of vendor invoices, material acquired, percent completion, timesheets, and any other documentation justifying payment to SCRRA. For fixed fee contracts, in addition to the above-mentioned documentation, SBCTA requires the milestone schedule, corresponding payment schedule, and a copy of the completed study, if applicable. No retention will be withheld by SBCTA.
 - ii. Aggregate invoices provided for under this Section IV shall not exceed the approved total program amount of each year as specified in the annual BUDGET request.
 - iii. SCRRA shall invoice SBCTA no more than the total annual approved amounts for New Capital and SGR work, excluding deferred revenue or savings from other projects completed under BUDGET currently in SCRRA's possession, for all outstanding SBCTA programmed authority, including projects programmed in previous periods. Should SCRRA provide sufficient documentation to substantiate a greater cash flow requirement, SBCTA shall review and increase necessary cash flow adjustments that would otherwise prevent SCRRA from implementing SBCTA approved projects, subject to the approval by the SBCTA Board of Directors.
 - iv. SCRRA, as designated applicant/recipient of FTA funds, shall comply with all applicable grant agreements and Federal requirements for projects it determines is eligible to receive federal funds.
 - v. SCRRA shall be responsible for managing and tracking the BUDGET and payment of eligible costs for projects in accordance with applicable Federal requirements and will retain and provide all required documentation and reports necessary to comply with Federal requirements and requests for information.
 - vi. New Capital and State of Good Repair (SGR) funds allocated for each year are subject to lapse and subsequent rescission in future years if not fully expended. Any unexpended funds, excluding funds approved by SBCTA for extension, will be subject to reprogramming by the SBCTA Board of Directors one (1) year prior to potential rescission.
 - vii. Final invoices for funds programmed as part of the annual BUDGET must be submitted before the end of the fiscal year on June 30th. Final invoices

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for period of performance ending June 30th shall be submitted within 90 days. SCRRA shall also submit an invoice estimate for pending invoices with the period of performance ending June 30th within 60 days of the fiscal year.

- viii. SBCTA shall pay invoices within 30 days of receiving a complete invoice with associated back-up documentation from SCRRA.
 - ix. SBCTA shall notify SCRRA within 15 days of receipt of an invoice if additional information, back-up documentation or clarification is required before payment can be issued.
- c. Invoices shall be e-mailed to SBCTA at the following address:

AP@gosbcta.com

V. AUTHORIZED REPRESENTATIVES

a. The persons signing this MOU represent that they are authorized to execute this MOU on behalf of their respective PARTY, and that, by so executing this MOU, the PARTIES hereto are formally bound to the provisions of this MOU.

VI. INDEMNITY

- a. SCRRA shall indemnify, defend (with legal counsel reasonably approved by SBCTA), and hold harmless SBCTA, its officers, directors, members, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SCRRA, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this MOU. Funds required to satisfy this indemnity obligation shall be subject to contribution consistent with SCRRA's Board approved traditional expense allocation methodology.
- b. SBCTA shall indemnify, defend, (with legal counsel reasonably approved by SCRRA) and hold harmless SCRRA, its officers, directors, member agencies, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SBCTA, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this MOU.
- c. The indemnification and defense obligations of this MOU shall survive its expiration or termination.

VII. INSURANCE

a. SCRRA has submitted current fiscal year evidence of insurance to the satisfaction of SBCTA. SCRRA will provide SBCTA with a certificate of insurance annually. SCRRA shall maintain, for the duration of this MOU, current or greater levels of

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insurance coverage, as approved by SCRRA's Board of Directors from time to time, against claims for injuries to persons, or damages to property, which may arise from or in connection with SCRRA rail operations or construction by the SCRRA, its agents, representatives, employees, or subcontractors on SBCTA property. If SCRRA proposes to reduce coverage or limits or increase deductibles or self-insured retentions in future fiscal years, then such changes shall only take place upon approval by the Member Agencies. SCRRA contractors shall maintain levels of insurance deemed appropriate by SCRRA; SBCTA shall be covered to the full extent that SCRRA is covered by such policies of insurance, subject to said policies terms and conditions.

VIII. GENERAL PROVISIONS

- a. <u>Modification:</u> The PARTIES may amend this MOU in writing at any time. No amendment shall have any force or effect unless executed in writing by both PARTIES.
- b. <u>Severability:</u> If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- c. <u>Laws and Regulations</u>: SBCTA and SCRRA shall comply with all applicable federal, state, and local laws, statues, ordinances, and regulations of any governmental authority having jurisdiction over the BUDGET or any of the activities funded under the BUDGET.
- d. Force Majeure: Either PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire or flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; or national fuel shortage when the excused PARTY gives the other PARTY written notice within forty-eight (48) hours, and provides satisfactory evidence of such cause to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control of and not due to the fault or negligence of the PARTY not performing.
- e. <u>Assignment:</u> Neither this MOU, nor any of the PARTIES' rights, obligations, duties, or authority hereunder, may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor a waiver of any right to consent to such subsequent assignment.
- f. <u>Notices:</u> Any notices, requests or demands made between the PARTIES pursuant to this MOU should be sent via email or hard copy to be directed as follows:

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TO SCRRA:	900 Wilshire Blvd, Suite 1500
	Los Angeles, CA 90017
	Attention: Darren Kettle
	Chief Executive Officer
	Email: kettled@scrra.net
	Telephone: (213) 452-0255
TO SBCTA:	1170 W. 3 RD St, 2 nd Floor
	San Bernardino, CA 92410
	Attention: Raymond W. Wolfe, PhD
	Executive Director
	Email: <u>rwolfe@gosbcta.com</u>
	Telephone: (909) 884-8276

- g. <u>Successors and Assigns:</u> The provisions of this MOU shall bind and inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.
- h. <u>Survival</u>: All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this MOU, including, but not limited to, the indemnification, reporting, auditing, repayment of improperly expended funds, and records maintenance obligations, shall survive any such expiration or termination.
- i. SBCTA and SCRRA agree that PARTIES will at all times comply with provisions of the JPA as amended and as it may be amended in the future by SBCTA and the other Member Agencies. Nothing in this MOU is intended to amend or supersede any provisions of the JPA, and in the event of any conflict between the JPA and this MOU, the JPA shall take precedence.
- j. <u>Signatures:</u> A manually signed copy of this MOU which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature.
- k. <u>Recitals</u>: The RECITALS to this Agreement are hereby incorporated into and made a part hereof as though fully set forth herein.

This MOU shall be made effective upon execution by both PARTIES.

SIGNATURES ON THE FOLLOWING PAGE	
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IN WITNESS WHEREOF, the **PARTIES** hereto have caused this MOU to be entered into as of the date set forth above.

SAN BERNARDINO COUNTY

SOUTHERN CALIFORNIA REGIONNAL

RAIL AUTHORITY	TRANSPORTATION AUTHORITY
By:	By:
Darren Kettle	Raymond W. Wolfe
CEO, SCRRA	Executive Director
Date:	Date:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By:	By:
Don Del Rio	Julianna K. Tillquist
General Counsel	General Counsel
Date:	Date:

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METROLINK

FY26 Proposed Budget Overview San Bernardino County Transportation Authority May 15, 2025



Agenda

- FY26 Operating Budget
 - Budget Challenges
 - Budget Assumptions
- FY26 Capital Program Budget
- FY26 Budget Summary



Operating Budget



Our Operating Budget Challenges

- Ridership and Revenue are growing slowly but continue to lag pre-pandemic numbers.
- Operating expenses increasing Year-over-Year
 - ~**60**% of the FY26 Operational costs are fixed.
- Member Agencies are projected to provide **78**% of the FY26 funding for operating expenses. A slight reduction of 2% compared to FY25.
- Financial challenges continue to place a burden on Member Agencies.

FY26 Operating Budget Assumptions

Service Level:

· Optimized Service Schedule

Revenue:

- Revenue / Ridership based on Updated Sperry Capital / KPMG Forecast
- No Fare Increases
- New Fare Promotions
- Student/Youth Discount 50% (No Student Ride Free Program)
- Fare Restructure Impacts

Expenses:

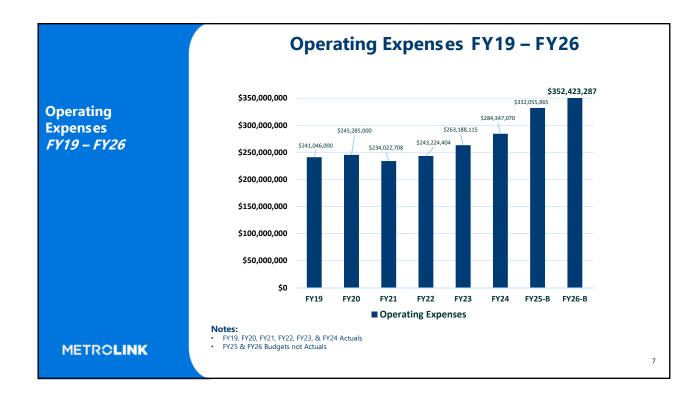
- Contractor Increases only as Mandated by Agreements
- 4 FTE Headcount (2 CFR 245 & 246 + 1 Legal + Outside 20' Coordinator for LA Metro)
- 3.0% Merit Pool & 3.0% COLA
- New Regulation Support CFR 245 & 246
- 2028 Olympics Readiness
- No Special Trains (i.e. Angels Train, New Years Train, etc.)

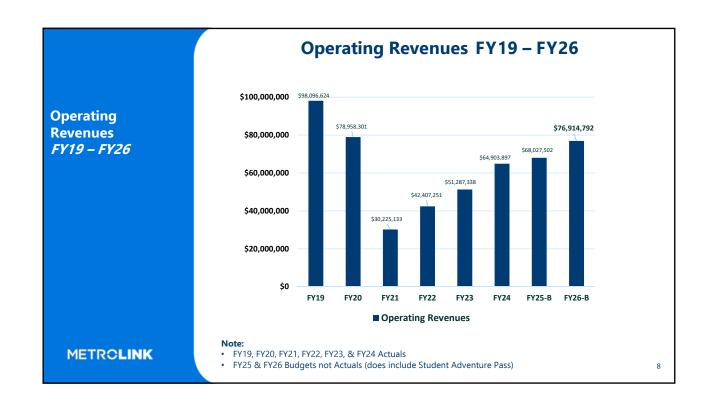
Note: Arrow Service is a Separate Budget

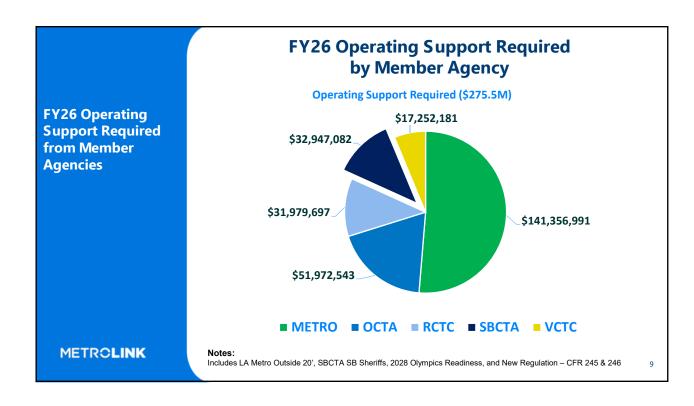


FY26 Operating Budget Overview

- Operating Revenue \$76.9M
 - Increase from FY25 of **\$8.9M** or **13.1%**
- Total Expenses \$352.4M
 - Increase from FY25 of **\$20.4M** or **6.1%**
- Member Agency Support \$275.5M
 - Increase from FY25 of **\$11.5M** or **4.4%**







FY26 Operating Budget – Major Expense Drivers

	FY25	FY26	Variance				
(\$000-)	Adopted	Proposed	FY26 Proposed vs				
(\$000s)	Budget	Budget	FY25 A	dopted			
			\$ Variance	% Variance			
Operations & Services							
Train Operators	47,776	54,293	6,517	13.64%			
Materials	12,350	15,160	2,810	22.75%			
Operating Facilities Maintenance	2,486	5,150	2,664	107.16%			
Security - LA Sheriffs	12,785	13,785	1,000	7.82%			
Security - SB Sheriffs	-	3,290	3,290	n/a			
TVM Maintenance/Revenue Collection	4,929	6,035	1,107	22.45%			
Marketing	3,003	3,651	648	21.57%			
Station Maintenance	6,266	6,980	714	11.40%			
Special Trains	500	-	(500)	-100.00%			
Maintenance-of-Way							
MoW - Line Segments	44,890	52,672	7,782	17.34%			
Administration & Services							
Ops Salaries & Benefits	17,764	19,553	1,789	10.07%			
Indirect Administrative Expenses	24,283	26,741	2,459	10.13%			
Mobilization	10,338	-	(10,338)	-100.00%			
Student Adventure Pass	3,211	-	(3,211)	-100.00%			
2028 Olympics Readiness	-	1,100	1,100	n/a			
CFR 245-246	-	500	500	n/a			
Outside 20'	1,300	2,891	1,591	122.42%			



Capital Program Budget

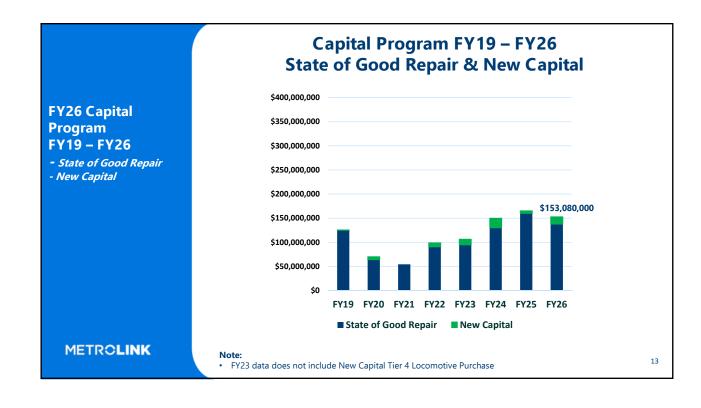


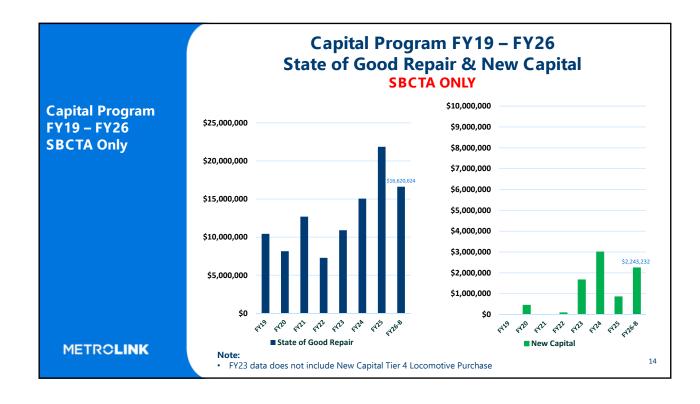
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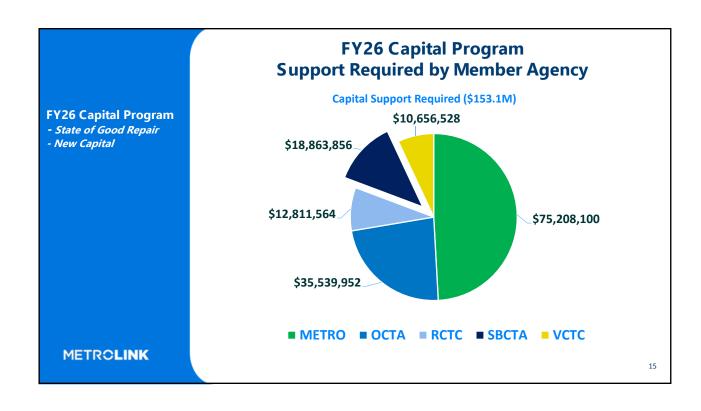


FY26 Capital Program Overview

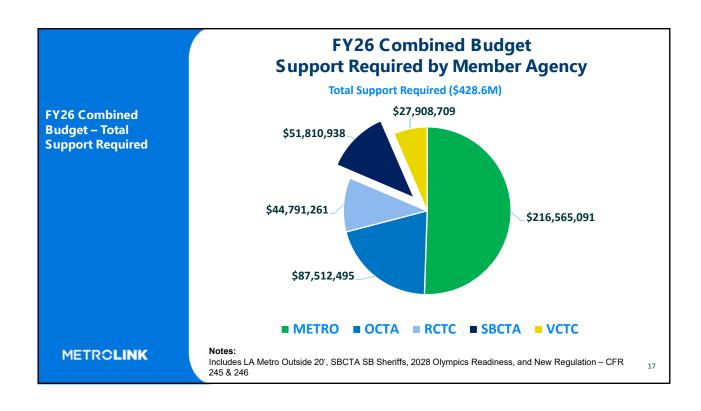
- State of Good Repair \$137.5M
 - Decrease from FY25 of (\$22.1M) or -13.9%
- New Capital **\$15.6M**
 - Increase from FY25 of **\$9.7M** or **164.4%**
- Total Capital Budget \$153.1M
 - Decrease from FY25 of **\$12.5M** or **7.5%**

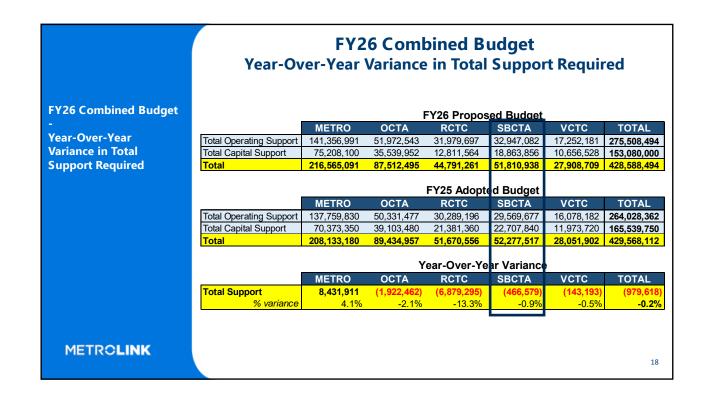












FY26 Budget Summary

- Our Member Agency CEOs encouraged us to partner with consultants to review our service and equipment usage. The results of the partnership is the Optimized Service Schedule.
- We are focused on growing ridership & revenue through reimagining Metrolink.
- Our consultants advise that we will need two years to see results of the Optimized Service Schedule.
- This Budget is joint work with our Member Agencies.
- Our 4-Year forecasts adhere to the sustainability principals discussed in the Member Agency CFO & CEO meetings of remaining within a Member Agency support year-over-year growth increase of not more than 5%.



FUNDINGS

PROJECT TYPE ROUTE # 2858 Rehab Ventura County Line	SUBDIVISION Ventura - LA County	ASSET TYPE Communications	VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION (LA)	Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems	\$456,000	\$456,000	OCTA \$0	RCTC \$0	\$0	VCTC \$0	OTHER \$0
'		Communications		major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems	\$456,000	\$456,000	\$0	\$0	\$0	\$0	\$0
				 - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors. 							
3045 Rehab ALL	All	Facilities	METROLINK CAM EXPENSES FOR FISCAL 2026	Perform rehab work at LA Union Station to address drainage issues, upgrade lighting to LED, landscape refurbishment, upgrade safety and security elements at the stations, and modernize plumbing. This is year 3 of the agreed \$5,000,000 over 3 years. Future years to be negotiated.	\$1,700,000	\$807,500	\$336,600	\$188,700	\$244,800	\$122,400	\$0
3065 Rehab ALL	All	Train Control	PTC TRACK DATABASE AND TECHNICAL SERVICES REHAB	 Corgi is the PTC database manager, it's the interface used for geospatial data management of the track database. It has been in place since the PTC Integrator Vendor (I/V) project in 2012 and migration of PTC into revenue service on Metrolink property in 2015. The scope of work will include Phase 2 of rewriting/reprogramming Corgi so it it compliant with the latest cyber security protocols and SCRRA IDTS policies, including a major update so it can support an updated Interoperable Train Control (ITC) industry data model. This will require the Corgi Vendor to make the updates and perform DEV and Postproduction testing with SCRRA PTC staff. Additionally, as required with this overhaul any supporting tools (i.e. Wabtrax/Webtrax, ArcGIS, ESRI) or operating system updates will be completed. PTC utilizes IBM Engineering Workflow Management (aka Jazz) to comply with CFR Title 49 part 236 supporting Configuration, Change, Discrepancy, Risk, Requirements, Records and Reporting management. This application has been in place since 2016. This program now calls for a major software upgrade but there are security and database rehab dependencies that will need to be completed as part of this project. Scope of work: Migration of Database System from MSSQL to latest Oracle Enterprise Edition per SCRRA security and IDTS policies Upgrade any operating systems and security tools Update any scripting or configurations pre-deployment and post deployment Testing Upgrade IBM Engineering Workflow Management and its related program artifacts to the latest version & Validation 	\$986,000	\$468,350	\$195,228	\$109,446	\$141,984	\$70,992	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3085	Rehab	ALL	All	Business Systems	EAM Software Optimization and future enhancements	Metrolink is focusing on improving its Transit Asset Management (TAM) best practices by leveraging the Trapeze EAM System and managing a single system of truth. As the utilization of the EAM system increases and the software evolves with each new version, staff anticipates system enhancements to continue, and business workflows to be further refined. One system improvement that is planned includes the delivery of the State of Good Repair (SGR) and Capital Planning module. This SGR module will make it easier for staff to monitor the progress towards the agency's SGR goals and to report reliability of assets and expand its ability to make improved capital investment decisions. This along with other planned system and process improvements are expected to add value and allow improved decision-making by the asset managers. These additional system improvements will require a commensurate level of asset management technical support, targeted training, and system implementation efforts. These resources will work in collaboration with each business unit to ensure asset strategies and objectives are being achieved. This includes leveraging data from the EAM System, which considers benefits and risks associated with each asset, rigorous assessment of asset conditions to guide lifecycle management, implementation of new asset management procedures, combining agency engineering and operational functional requirements. In addition, the agency is developing a new EAM Learning & Development Program and will require dedicated contracted support to deliver and execute the proposed framework. Which includes a comprehensive, centralized and effective training program that will meet the agency's training goals and objectives. Contracted support includes technical instructional designer and coordinators to support the Learning Management System implementation and to work collaboratively with our 3rd party vendors to ensure all training needs are met and the agency complies with all applicable federal rail administration regulations.	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0
3105		ALL	All	Rolling Stock Information Technology	Bombardier Railcar Rebuild (EP199-19) Rehab of End-User Equipment, Printers, and Conference Rooms	BUDGET REDUCED BY 50% FROM \$22M to \$11MM - SCOPE STILL TO BE REDUCED BY 50% • Continue to rebuild on remaining 33 Bombardier cars as next option orders • Extend lifecycle by 15 years • Upgrade Bombardier railcar onboard system for safety and convenience. ORIGINAL SCOPE ABOVE — SCOPE STILL NEEDS TO BE REDUCED. This project aims to rehabilitate and upgrade a range of end-user equipment - including laptops, desktops, monitors, docking stations, tablets, Ricoh and HP printers, and conference room technology such as video and audio equipment - to enhance operational efficiency by reducing downtime caused by outdated or malfunctioning technology, ensure reliable performance through regular maintenance and upgrades to minimize the risk of technical issues, improve user experience by providing modern equipment that effectively meets their needs, support organizational growth by establishing a foundation for future technological innovations, and strengthen cybersecurity.	\$11,026,000	\$5,237,350	\$2,183,148 \$96,228	\$1,223,886 \$53,946	\$1,587,744 \$69,984	\$793,872 \$34,992	\$0 \$0
3165	Rehab	ALL	All	Track	FY26 Systemwide Track Measurement Systems	Condition assessments, and measurement systems for Track, Track components, and also Systemwide Asset Management, MRP Updates, and SGR Planning and reporting.	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3166	Rehab	Ventura County Line	Ventura - VC County	Track		BUDGET DECREASED BY 70%; SCOPE STILL TO BE DECREASED ACCORDINGLY. Ventura Sub (VC) Track Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings Specific Work will include: 3,000 Ties; 1 Road Crossing BUDGET DECREASED from \$2,606K to \$781K; SCOPE STILL TO BE DECREASED ACCORDINGLY.	\$781,000	\$0	\$0	\$0	\$0	\$781,000	\$0
3167	Rehab	Ventura County Line	Ventura - VC County	Structures		Ventura (VC) Sub Structures Design addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: Update Bridge Load Ratings for Bridges on Ventura Sub in Ventura County Design and Environmental Clearance for 5 culverts in Ventura County Budget reduced by 25%; need to adjust descope.	\$773,000	\$0	\$0	\$0	\$0	\$773,000	\$0
3168	Rehab	Ventura County Line	Ventura - VC County	Train Control		Ventura (VC) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: - Signal systems - Crossing systems Specific Work will include Upgrading control points and crossings Budget reduced by 35%; NEED TO ADJUST SCOPE.	\$2,008,000	\$0	\$0	\$0	\$0	\$2,008,000	\$0
3172	Rehab	Ventura County Line	Ventura - LA County	Structures		Ventura (LA) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: Design and Environmental Clearance for 5 culverts in LA County Design for 3 Bridges in LA County Budget reduced by 45%; need to adjust descope.	\$1,275,000	\$1,275,000	\$0	\$0	\$0	\$0	\$0
3173	Rehab	San Bernardino Line	San Gabriel	Train Control		BUDGET DECREASED BY 65%; SCOPE STILL TO BE DECREASED ACCORDINGLY. San Gabriel (SG) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems (7) VHLC (3) Crossings BUDGET DECREASED from \$12.6M to \$4.4M; SCOPE STILL TO BE DECREASED ACCORDINGLY.	\$4,425,000	\$2,655,000	\$0	\$0	\$1,770,000	\$0	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3174	Rehab	San Bernardino Line	San Gabriel	Track	SOGR_FY26_SAN GABRIEL_TRACK	BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY. San Gabriel (SG) Track Rehabilitation addresses five major components to sufficeiently rehabilitate aging infrastructure and growing backlog: -Ties -Crossings -Special Trackwork -Ballast Specific work will include: Replacing 7546 feet of Rail Upgrading 1 crossing Replace 2 turnouts Ballast to support projects listed BUDGET DECREASED from \$6.8M to \$3.4 M; SCOPE NEEDS TO BE DECREASED.	\$3,408,000	\$2,044,800	\$0	\$0	\$1,363,200	\$0	\$0
3176	Rehab	San Bernardino Line	San Gabriel	Structures	SOGR_FY26_SAN GABRIEL_STRUCTURES_CONSTRUCTION	San Gabriel (SG) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: REPLACE (4) CULVERTS/BRIDGES THAT HAVE DESIGNED/ENVIRONMENTALLY CLEARED WITH FY-22 FUNDING Budget reduced by 25%; need to adjust descope.	\$4,875,000	\$2,925,000	\$0	\$0	\$1,950,000	\$0	\$0
3177	Rehab	ALL	River	Train Control	SOGR_FY26_RIVER_SIGNAL	River (RV) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems UPGRADE (2) CONTROL POIINT HOUSE AND SIGNALS Budget reduced by 30%; need to adjust descope.	\$3,010,000	\$1,429,750	\$595,980	\$334,110	\$433,440	\$216,720	\$0
3178	Rehab	ALL	River	Structures	SOGR_FY26_RIVER_STRUCTURES_DESIGN	River (RV) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: River Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges *DESIGN ONLY* Bridge load rating analysis updates, design and/or repair recommendations, and alternative analysis and environmental clearance Budget reduced by 35%; need to adjust descope.		\$771,875	\$321,750	\$180,375	\$234,000	\$117,000	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3179	Rehab	ALL	River	Track	SOGR_FY26_RIVER_TRACK	River (RV) Track Rehabilitation addresses five major components to sufficiently rehabilitate aging infrastructure and growing backlog: -Rail -Ties -Crossings -Special Trackwork -Ballast Specific work will include: REHAB (7) TURNOUTS Budget reduced by 35%; need to adjust descope.	\$2,893,000	\$1,374,175	\$572,814	\$321,123	\$416,592	\$208,296	\$0
3180	Rehab	Perris Valley Line	San Jacinto (PVL)	Train Control	SOGR_FY26_PERRIS_VALLEY_SIGNAL	Perris Valley (PVL) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems Upgrade (3) VHLC Budget reduced by 35%; need to adjust scope.	\$2,018,000	\$0	\$0	\$2,018,000	\$0	\$0	\$0
3185	Rehab	ALL	All	Information Technology	Rehab of Network Device Assets (Corporate and Train Control)	Replace Cisco Switches, Cisco Meraki Wireless Access Points and Palo Alto Firewalls that are reaching end of support BUDGET DECREASED by 8% from \$923K; SCOPE MAY NEED TO BE DECREASED.	\$850,000	\$403,750	\$168,300	\$94,350	\$122,400	\$61,200	\$0
3187	Rehab	ALL	All	Information Technology	Upgrade of Metrolink Server Infrastructure Environment	Metrolink IDTS is planning on upgrading its server environment, moving away from a dependency of VMware and migrating towards Nutanix.	\$483,000	\$229,425	\$95,634	\$53,613	\$69,552	\$34,776	\$0
3205	Rehab	Antelope Valley Line	Valley	Track	Sogr_Fy26_VALLEY_TRACK	BUDGET DECREASED BY 38%; SCOPE STILL TO BE DECREASED ACCORDINGLY. Valley Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: Rail Ties Crossings Special Trackwork Ballast Specific work will includes: TIES: 11,000 Wood Tie Replacement RAIL: 10,000ft of Rail to address curves BALLAST: Ballast to support projects listed. BUDGET DECREASED from \$9.7M to \$6.3M; SCOPE NEEDS TO BE ADJUSTED.	\$6,005,000	\$6,005,000	\$0	\$0	\$0	\$0	\$0
3206	Rehab	Antelope Valley Line	Valley	Structures	Sogr_Fy26_VALLEY_STRUCTURES_CONSTRUCTION	Valley Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: Construction funds for Valley Sub Structure repairs that will be designed with FY22 funds. This would address up to This would address up to 6 Structures of 10 on the Valley Sub that will be made Shovel-Ready with FY22 Design. These funds are needed due to construction cost escalation issues Metrolink has recently experienced. Budget reduced by 25%; need to adjust scope.	\$4,875,000	\$4,875,000	\$0	\$0	\$0	\$0	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3207	Rehab	Antelope Valley Line	Valley	Train Control	Sogr_Fy26_VALLEY_SIGNAL	BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY. Valley Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading Control Points (CP) and intermediates *Crossing systems - Upgrading crossings 1> 1 EL1A Upgrade (Construction Only) 2> 2 Crossings 3> 1 EL1A Upgrade 4> 1 VHLC Upgrade 5> 1 HB-DE Detector Upgrade BUDGET DECREASED from \$8.9M to \$4.475M; SCOPE NEEDS TO BE ADJUSTED.		\$4,475,000	\$0	\$0	\$0	\$0	\$0
3208	Rehab	Orange County Line	Orange	Train Control	SoGR_FY26_ORANGE_SIGNAL	Orange Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading Control Points (CP), intermediates and HT Switches *Crossing systems - Upgrading crossings 1> Control Point - VHLC Upgrade 2> Intermediates - Signals 3> Hand Throw Switches 4> Crossings Budget reduced by 30%; need to adjust scope.	\$7,350,000	\$0	\$7,350,000	\$0	\$0	\$0	\$0
3210	Rehab	Orange County Line	Orange	Structures	Sogr_Fy26_ORANGE_STRUCTURES_CONSTRUCTION	Orange Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges - Culverts - Tunnels Specific work will include: This budget will provide additional construction funds for up to 2 of 12 structures that will be constructed with partial funds from the FY24 and FY25 budget, primarily in the Dana Point and San Clemente area. Projects were designed with FY24 funds. These funds are needed due to construction cost escalation issues Metrolink has recently experienced. Budget reduced by 25%; need to adjust scope.		\$0	\$3,750,000	\$0	\$0	\$0	\$0
3212	Rehab	Orange County Line	Orange	Track	Sogr_FY26_ORANGE_TRACK	Orange Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings - Special Trackwork - Ballast Specific work will includes: RAIL: Upgrade 115# to 136# Rail Tangent North Rail (Approx. 15,000 LF) SPECIAL TRACKWORK: 2 - #20 turnouts BALLAST: Ballast to support projects listed. Budget reduced by 35%; need to adjust scope.	\$5,363,000	\$0	\$5,363,000	\$0	\$0	\$0	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3225	Rehab	ALL	All	Train Control	FY26 Back-Office Train Control System Rehab	Systemwide Train Control Systems Rehabilitation addresses PTC, Centralized Train Control systems and equipment to sufficiently rehabilitate aging infrastructure and growing backlog. See the justification section for discussion on aged assets and standard life. Train Control Back Office: 1) DOC/MOC/Vegas Servers 2) CAD Workstations and Monitors 3) CAD/BOS/MDM/IC3 4) Train Control Firewall, Routers and Switches	\$2,918,000	\$1,386,050	\$577,764	\$323,898	\$420,192	\$210,096	\$0
3226	Rehab	ALL	All	Non-Revenue Fleet	FY26 Systemwide MOW and Ops vehicle and equipment replacement	Replace MOW and Ops. vehicles that are beyond their useful life and no longer reliable to support rail operations. The amount is based on MRP. The vehicles and equipment replaced will be based on the availability of ZEV (Zero Emission Vehicles) and will replace fleet of specialized & operations vehicles, equipment and tools that support the timely repair and rehabilitation of the overall rail corridor right-of-way.	\$3,135,000	\$1,489,125	\$620,730	\$347,985	\$451,440	\$225,720	\$0
3229	Rehab	ALL	All	Rolling Stock	Rotem HVAC Overhaul/Rebuild	 Overhaul/rebuild on Hyundai Rotem HVAC units and controller box. Out-Of-Scope Repair as needed. 	\$2,407,000	\$1,143,325	\$476,586	\$267,177	\$346,608	\$173,304	\$0
3230	Rehab	ALL	All	Train Control	FY26 ON-BOARD TRAIN CONTROL SYSTEMS REHAB	Upgrade the remaining PTC equipment and software on locomotives that have not been updated in the past 7–12 years. With evolving standards and the phasing out of certain technologies, more equipment is becoming obsolete and in need of modernization.	\$2,500,000	\$1,187,500	\$495,000	\$277,500	\$360,000	\$180,000	\$0
3233	Rehab	ALL	All	Rolling Stock	Rotem Door Overhaul Data Logging Door Control Panel	 Install data logger on door control system to improve the maintainability against one of the top road issues. 	\$1,100,000	\$522,500	\$217,800	\$122,100	\$158,400	\$79,200	\$0
3234	Rehab	ALL	All	Rolling Stock	F125 Intermediate Engine Overhaul	 Engine overhaul - clean, inspect, and replace parts. Total 42 engines. 	\$15,072,000	\$7,159,200	\$2,984,256	\$1,672,992	\$2,170,368	\$1,085,184	\$0
3235	Rehab	ALL	All	Rolling Stock	Metrolink Communication System Overhaul	 Communication System Power Supply Install (fleet-wide) Interior destination screens Control Unit Upgrade Side Destination Screen Control Unit Upgrade Car built-in conductor PA. 	\$1,001,000	\$475,475	\$198,198	\$111,111	\$144,144	\$72,072	\$0
3237	Rehab	ALL	All	Rolling Stock	Car End-Door System Improvement	 Improvement in passengers' comfort in opening end-door of Bombardier & Talgo-SYSTRA cars. New design on the end-door mechanism. All legacy Bombardier car and Talgo-SYSTRA car. 	\$454,000	\$215,650	\$89,892	\$50,394	\$65,376	\$32,688	\$0
3239	Rehab	ALL	All	Facilities	LAUS Backup Generator Replacement	Replace 2 1995 and 1996 back-up generators providing backup power to LAUS switches, signaling and comm shelter. Olympian 95A01920-S 1995	\$327,000	\$155,325	\$64,746	\$36,297	\$47,088	\$23,544	\$0
						Olympian 96A04252-S 1996							

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3242	Rehab	ALL	All	Information Technology	MOW - Rolling Stock Trapeze	EAM Application – Role: Administrator to support EAM Application. In support of the Agency's EAM efforts and system wide roll out of Trapeze, IT requires consultant support until a permanent position is filled. This initial funding will cover approximately two years of FTE support. A. As an administrator of EAM application, support all user groups that uses different modules of application. B. Dispatch Operations team – Major and minor schedule changes, equipment cycles, training to new dispatch team members, refresher training and any issues related dispatching of trips. Also helps with Incident management module by automating Delay creation, entering new Delay codes, retiring existing delay codes etc. C. Mechanical (Rolling stock) team – Helps Rolling stock team with equipment maintenance like PM (Preventive Maintenance) and Repair work orders. Setting new PM schedules, changes to existing schedules, new reports, and training. Helps Alstom team with any issues related to EAM application. D. Material management team – Helps materials team with Inventory counts, reports and any issue with application, receiving and PO interfaces. E. Facilities team – Helps Facilities team with PM schedules, Asset configuration, parent-child relation setups and any issues with Mobile focus app. F. MOW (Maintenance of Way) Team – Communications and Structures team are recently gone live with EAM application. Helps these team with any issues with PM work orders, general application issues and training.	\$414,000	\$196,650	\$81,972	\$45,954	\$59,616	\$29,808	\$0
3246	Rehab	Antelope Valley Line	Valley	Structures	Sogr_fy26_valley_tunnel 25 design	BUDGET DECREASED BY 8%; SCOPE STILL TO BE DECREASED ACCORDINGLY. Tunnel 25 Track and Drainage improvements (TO BE FILLED IN WHEN FEASIBILITY STUDY IS COMPLETE). Need \$5M upfront for geo test testing/drilling, and design for slab track section. The total project cost will be around \$40M. BUDGET DECREASED from \$5M to \$4.6M; SCOPE MAY NEED TO BE ADJUSTED.	\$4,600,000	\$4,600,000	\$0	\$0	\$0	\$0	\$0
3266	Rehab	ALL	All	Rolling Stock	Hyundai-Rotem Railcar Overhaul	BUDGET DECREASED BY 60%; SCOPE STILL TO BE DECREASED ACCORDINGLY. • General overhaul on board system such as truck, brake system, coupler, diaphragm, windows, restroom, rubber floor, exterior scheme, next generation door engine, etc. • Upgrades onboard system - convenience outlet at every seat, door obstacle detection system, etc. BUDGET DECREASED from \$25M to \$10M; SCOPE NEEDS TO BE ADJUSTED.	\$10,008,000	\$4,753,800	\$1,981,584	\$1,110,888	\$1,441,152	\$720,576	\$0
3268	Rehab	ALL	All	Track	SOGR_FY26_SYSTEMWIDE TRACK REHABILITATION_Rail Grinding/Surfacing	Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail Grinding: ongoing systemwide program (~\$1.5M) - Surfacing Program to restore track profiles and cross sections (~\$2M) - Vac Truck: Cleaning fouled ballast at select systemwide (~\$1.5M)	\$5,000,000	\$2,375,000	\$990,000	\$555,000	\$720,000	\$360,000	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3271	Rehab	Orange County Line	e Orange	Communications	ORANGE SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	Orange Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$480,000	\$0	\$480,000	\$0	\$0	\$0	\$0
3272	Rehab	ALL	All	Facilities	CMF Roof Replacement	Replace dilapidated roofs at CMF they are beyond their useful life and repair.	\$1,463,000	\$694,925	\$289,674	\$162,393	\$210,672	\$105,336	\$0
						Phase 1 - Modified Bitumen: material control and office flat roofs, all cutters, removal of decommissioned HVAC equipment. \$1.8M							
						Phase 2 - standing seam roof; progressive, loco, car shops.							
3273	Rehab	San Bernardino Line	San Gabriel	Communications	SAN GABRIEL SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	San Gabriel Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$639,000	\$383,400	\$0	\$0	\$255,600	\$0	\$0
3274	Rehab	ALL	River	Communications	RIVER SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	River Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$242,000	\$114,950	\$47,916	\$26,862	\$34,848	\$17,424	\$0
3275	Rehab	Ventura County Line	Ventura - VC County	Communications	VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$332,000	\$0	\$0	\$0	\$0	\$332,000	\$0
3276	Rehab	Antelope Valley	Valley	Communications	VALLEY SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION		\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0
3277	Rehab	Line Freight RR ROW	Riverside	Communications	RIVERSIDE LINE TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	Riverside Line Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: Customer Information Systems - Shelter Environmental Subsystems. Specifically (PEDELY, WEST CORONA, NORTH MAIN CORONA, LA SIERRA STATIONS) Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors. Note: cut EAST ONTARIO station from this scope as it resides in SB County.	\$368,000	\$0	\$0	\$368,000	\$0	\$0	\$0

ROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3285	Rehab	Freight RR ROW	Freight RR ROW	Communications	LOS ANGELES FREIGHT ROW CIS, SYSTEMS REHABILITATION	LOS ANGELES FREIGHT ROW Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog for the Customer Information Systems - Video Surveillance and Security Systems. SPECIFICALLY LOOKING TO UPGRADE CUSTOMER INFORMATION SYSTEMS AT (COMMERCE, MONTEBELLO AND INDUSTRY STATIONS) FOR FY26. Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0
3365	Rehab	ALL	AII	Rolling Stock	MP36 Locomotive Service Life Extension & Repair	BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY. The MP36 OOS & Service Life Extension project is scoped to send 4 "base" units in for Heavy Repair to allow them to return to service. The ask of \$12.4M being requested for FY-26 will allow us to overhaul the entire fleet and extend the life of the fleet by 15 more years. With the inclusion of this ask of \$12.5M we will be able to overhaul all the units and be ready for the Olympics. The prior funding associated with this project is as follows: FY21 = \$1M FY23 = \$3.6M FY24 = \$3.6M FY25 = \$8.316M This is an ongoing program with the current funding associated with procurement that is expected to be executed by May 2025. BUDGET DECREASED from \$12.5M to \$6.2M; SCOPE NEEDS TO BE ADJUSTED. THIS WILL NOT BE THE FINAL ASK DUE TO THE BUDGET REDUCTION.	\$6,246,000	\$2,966,850	\$1,236,708	\$693,306	\$899,424	\$449,712	\$0
		1				SGR TOTAL	\$137,502,000	\$67,808,550	\$32,455,508	\$11,082,406	\$16,620,624	\$9,534,912	\$0
						PROJECT COUNT	48						

METRO LINK

PROJECT PROPOSAL

CONLEYD PROJECT# 2858.0

PROJECT: VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION (LA)

SCOPE TYPE: REHAB | MRP |

Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:

- Positive Train Control (PTC) systems
- · Centralized train control systems
- Communication Back-haul systems
- Customer Information Systems
- Video Surveillance and Security Systems
- Voice Communication Systems
- System Power Components
- Shelter Environmental Subsystems

Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.

Mile Posts: 441.24 - 460.8

Division: Ventura - LA County County: LA Asset Type: Communications

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

USTIFICATION

SCRRA's communications systems infrastructure has evolved over the past 30 years, which requires changes in technology. Much of SCRRA's infrastructure has aged to the point of its useful life, is obsolete or is no longer supported by its manufacturer. SCRRA's long-term goal is to upgrade and replace existing infrastructure to not only maintain a good state of repair, but to enhance its communications systems to stay at the forefront of available technologies. FY25 Ventura (LA) Comm Project was not funded, so there is a funding need to maintain SoGR.

RISK CREATED BY NON-IMPLEMENTATION

The Metrolink system not being in a state of good repair can result in reduced service reliability (which lead loss of patrons), increased operating costs (cost increases if deferred to the future), and potential for train incidents.

Current Age: 24 Year(s) Standard Lifespan: 15 Year(s)

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Marginal
- 2. System Impact..... Low

Current Age: 24 Year(s)	Standard Lifespan: 15 Yea	ar(s)							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$59,000			1					
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0			1					
				2027	\$34,200	\$34,200	\$34,200	\$34,200	\$136,800
MATERIAL	\$110,000								
CONSTRUCTION	\$200,000			1					
				2028	\$45,600	\$45,600	\$45,600	\$45,600	\$182,400
SPECIAL RAIL EQUIP	\$0			1					
FLAGGING	\$0			1					
BUS BRIDGES	\$0			2029	\$34,200	\$34,200	\$34,200	\$34,200	\$136,800
CLOSE OUT	\$0			1					
DBE/LABOR	\$5,000			1					
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT				1					
* P.M STAFF	\$42,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$14,000			1					
* CONSULTANT	\$0			1					
					is constructed b				
CONTINGENCY	\$26,000				anagement offic	e. 1st year = 5%	6; 2nd year = 35	5%; 3rd year = 3	30%; 4th
TOTAL	\$456,000			year = 30%	6				

5.d

SMITHL PROJECT# 3045.00

PROJECT: METROLINK CAM EXPENSES FOR FISCAL 2026

SCOPE TYPE: REHAB | NON-MF

Perform rehab work at LA Union Station to address drainage issues, upgrade lighting to LED, landscape refurbishment, upgrade safety and security elements at stations, and modernize plumbing. This is year 3 of the agreed \$5,000,000 over 3 years. Future years to be negotiated.

Mile Posts: n/a

Division: All County: ALL Asset Type: Facilities

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership
- 2. (Goal 2: Maintain Fiscal Sustainability) Increase fare revenue
- 3. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

TOTAL

Short pay CAM expenses from FY 2019 to current -Pay current station share of rehab 1. Condition of Asset..... Worn costs for the use of Union Station.

RANKING // PROJECT READINESS

- 2. System Impact..... Average
- We are going to get billed by Metro and pay our share.

RISK CREATED BY NON-IMPLEMENTATION

Failure to implement improvements can lead to lead station vulnerability, additional co in utilities and subcontractor.

\$1,700,000

Current Age: 124 Veer(s) Ctandard Lifeanan, O Vaarle

Current Age: 124 Year(s)	Standard Lifespan: 0 Yea	r(ŧ						
	BUDGET				CASH	FLOW		
	AMOUNT	START END						
CONTRACT PACKAGING	\$0		<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TO</u>
DESIGN	\$0							
			2026	\$0	\$0	\$0	\$1,360,000	\$1,360,
ENVIRONMENTAL	\$0							i
ROW ACQUISITION	\$0							
			2027	\$85,000	\$85,000	\$85,000	\$85,000	\$340,
MATERIAL	\$0							:
CONSTRUCTION	\$1,600,000							
			2028	\$0	\$0	\$0	\$0	
SPECIAL RAIL EQUIP	\$0							
FLAGGING	\$0		"					į
BUS BRIDGES	\$0		2029	\$0	\$0	\$0	\$0	1
CLOSE OUT	\$0							,
DBE/LABOR	\$14,000							
			2030	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT								
* P.M STAFF	\$5,000							
,			2031	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$15,000							
* CONSULTANT	\$0							,
				is constructed ba				
CONTINGENCY	\$66,000		" project ma = 30%	nagement office	. 1st year = 5%	; 2nd year = 3	5%; 3rd year = 3	30%; 4th y
TOTAL	ć4 7 00 000		3070					

PROJECT: PTC TRACK DATABASE AND TECHNICAL SERVICES REHAB

SCOPE TYPE: REHAB | NON-MRP

• Corgi is the PTC database manager, it's the interface used for geospatial data management of the track database. It has been in place since the PTC Integrator Vendor (I/V) project in 2012 and migration of PTC into revenue service on Metrolink property in 2015. The scope of work will include Phase 2 of rewriting/reprogramming Corgi so it it compliant with the latest cyber security protocols and SCRRA IDTS policies, including a major update so it can support an updated Interoperable Train Control (ITC) industry data model. This will require the Corgi Vendor to make the updates and perform DEV and Postproduction testing with SCRRA PTC staff. Additionally, as required with this overhaul any supporting tools (i.e. Wabtrax/Webtrax, ArcGIS, ESRI) or operating system updates will be completed.

PTC utilizes IBM Engineering Workflow Management (aka Jazz) to comply with CFR Title 49 part 236 supporting Configuration, Change, Discrepancy, Risk, Requirements, Records and Reporting management. This application has been in place since 2016. This program now calls for a major software upgrade but there are security and database rehab dependencies that will need to be completed as part of this project.

- -Migration of Database System from MSSQL to latest Oracle Enterprise Edition per SCRRA security and IDTS policies
- -Upgrade any operating systems and security tools
- -Update any scripting or configurations pre-deployment and post deployment

-Upgrade IBM Engineering Workflow Management and its related program artifacts to the latest version & Validation. This may require hardware updates upon assessment once project is ready to start. Support from SCRRA's internal IT will be required as these programs reside on the SCRRA IT infrastructure. PTC Staff and consultants would provide additional support.

Mile Posts: n/a Division: All County: ALL Asset Type: Train Control

RISKS CAUSING PROJECT DELAY OBJECTIVES

- 1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 4: Retain and Grow Ridership) Improve service reliability

JUSTIFICATION

To remain compliant with the latest regulatory, security, and industry standards the PTC applications of Corgi and IBM Engineering Workflow Management and their infrastructure require rehab. This will also support the state of good repair, as Corgi supports PTC track database changes tied to rehabilitation, capital and third-party projects. It also supports any PTC database changes tied to to PTC efficiency and smart projects (i.e., WCNSS, EO-PTC), including interoperable operations. IBM Engineering Workflow Management is the program used to support the regulatory required PTC configuration revision control measures and record keeping.

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... Low

This does not directly impact service, but it can impact the ability to deliver projects and putting changes into service.

RISK CREATED BY NON-IMPLEMENTATION

Unable to support any project delivery projects or capital projects that require PTC track database updates and support any updates to interoperable operations. Unable to remain complaint with security and regulatory requirements impacting the configuration revision control measures in place for PTC. Potential cyber security exposure without required updates in place.

Current Age: 12 Year(s)	Standard Lifespan: 7 Yea	ar(s)							
	BU	DGET				CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			FY	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
J				2027	\$123,250	\$123,250	\$123,250	\$123,250	\$493,000
MATERIAL	\$200,000								
CONSTRUCTION	\$0								
ļ				2028	\$123,250	\$123,250	\$123,250	\$123,250	\$493,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$0								
DBE/LABOR	\$8,000								
ļ				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$16,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$84,000								
* CONSULTANT	\$588,000								
				Cash Flov	v is constructed	based on overa	II % of project of	completion as	determined
CONTINGENCY	\$90,000			by projec	t management o	office. 1st year	= 5%; 2nd year	= 35%; 3rd ye	ear = 30%; 4th
TOTAL	\$986,000			year = 30	%				

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420:SCRRA Preliminary Budget Request for Fiscal Year

PROJECT: EAM SOFTWARE OPTIMIZATION AND FUTURE ENHANCEMENTS

SCOPE TYPE: REHAB | MRP |

Metrolink is focusing on improving its Transit Asset Management (TAM) best practices by leveraging the Trapeze EAM System and managing a single system of truth. As the utilization of the EAM system increases and the software evolves with each new version, staff anticipates system enhancements to continue, and business workflows to be further refined. One system improvement that is planned includes the delivery of the State of Good Repair (SGR) and Capital Planning module. This SGR module will make it easier for staff to monitor the progress towards the agency's SGR goals and to report reliability of assets and expand its ability to make improved capital investment decisions. This along with other planned system and process improvements are expected to add value and allow improved decision-making by the asset managers

These additional system improvements will require a commensurate level of asset management technical support, targeted training, and system implementation efforts. These resources will work in collaboration with each business unit to ensure asset strategies and objectives are being achieved. This includes leveraging data from the EAM System, which considers benefits and risks associated with each asset, rigorous assessment of asset conditions to guide lifecycle management, implementation of new asset management procedures, combining agency engineering and operational functional requirements In addition, the agency is developing a new EAM Learning & Development Program and will require dedicated contracted support to deliver and execute the proposed framework. Which includes a comprehensive, centralized and effective training program that will meet the agency's training goals and objectives. Contracted support includes technical instructional designer and coordinators to support the Learning Management System implementation and to work collaboratively with our 3rd party vendors to ensure all training needs are met and the agency complies with all applicable federal rail administration Mile Posts: n/a Division: All County: ALL Asset Type: Business Systems

OBJECTIVES

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 4. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 5. (Goal 2: Maintain Fiscal Sustainability) Increase fare revenue

JUSTIFICATION

In 2021, Metrolink began optimizing and building out the Enterprise Asset Management (EAM) System that was suffering from lack of attention and funding deficits. Since this time, the agency has been able to consolidate siloed asset management systems into a single system of record establishing a consistent and solid asset foundation, based upon high quality data, and improved business workflows. This has led to business units being able to capture asset maintenance records and asset condition data to make more informed decisions over an asset life cycle. It's important to continue these investments in the EAM System and maintain the agency's assets in a State of Good Repair (SGR). A key limitation noted in a recent 2023 Federal Transit Administration sponsored TAM Best Practices assessment; identified the need for the agency to continue to enhance its EAM System and establish formal, data driven condition based support tools so that decisions are made while considering the full life-cycle costs. The agency is responding to these findings and is currently working on implementing a Rail Friction Management decision support tool on a pilot basis that will prioritize rail segments to improve grinding and recommend optimal grinding strategies for segments and routes to maximize asset life extension leading to cost savings. The output from this pilot will also provide the agency with unique decay curves that can be input into the EAM System SGR module when implemented. However, the Facilities, Rolling Stock and Maintenance of Way departments will require a commensurate level of technical support to deliver data analytics, refined business processes, condition and risk frameworks that take into consideration calculated rankings to drive prioritization and actionable projects. Furthermore, the business units will benefit from technical support as they work towards delivering their asset class strategies. The added technical support will also be utilized to acquire necessary business requirements for future EAM System enhancements, providing data science and analytics, creating and reporting Key Performance Indicators, assisting with application programming interfaces improving business processes, and working in collaboration with the EAM Learning & Development Team to ensure all applicable functional application training is delivered in compliance with CFR requirements. Ultimately this technical support will be instrumental in enhancing the agency's asset management capabilities, and create greater efficiency, accuracy, and standardization in asset management processes and maximizing the potential of the Trapeze

RISK CREATED BY NON-IMPLEMENTATION

The risk of not continuing to improve the agency's asset management practices and its primary decision support tool could lead to poorly understood risks, excessive maintenance and capital costs, and noncompliance with federal Current Age: 125 Year(s) Standard Lifespan: 0 Year(s)

RISKS CAUSING PROJECT DELAY

- **RANKING // PROJECT READINESS** Condition of Asset..... Worn
- 2. System Impact..... High

	E	BUDGET				C	ASH FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$600,000								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$56,250	\$56,250	\$56,250	\$56,250	\$225,000
MATERIAL	\$0								
CONSTRUCTION	\$0								
				2028	\$131,250	\$131,250	\$131,250	\$131,250	\$525,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$131,250	\$131,250	\$131,250	\$131,250	\$525,000
CLOSE OUT	\$0								
DBE/LABOR	\$15,000								
				2030	\$56,250	\$56,250	\$56,250	\$56,250	\$225,000
PROJECT MANAGEMENT									
* P.M STAFF	\$139,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$49,000								
* CONSULTANT	\$585,000								
				Cash Flow	is constructed by	ased on overall	% of project con	npletion as deter	mined by project
CONTINGENCY	\$112,000			managen	nent office. 1st ye	ar = 5%; 2nd ye	ar = 35%; 3rd ye	ar = 30%; 4th ye	ar = 30%
TOTAL	\$1,500,000								

PROJECT: BOMBARDIER RAILCAR REBUILD (EP199-19)

TYPE: REHAB | MRP SCOPE

BUDGET REDUCED BY 50% FROM \$22M to \$11MM - SCOPE STILL TO BE REDUCED BY 50%

- · Continue to rebuild on remaining 33 Bombardier cars as next option orders
- · Extend lifecycle by 15 years
- Upgrade Bombardier railcar onboard system for safety and convenience.

ORIGINAL SCOPE ABOVE - SCOPE STILL NEEDS TO BE REDUCED.

Mile Posts: n/a Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

JUSTIFICATION RANKING // PROJECT READINESS

- SCRRA has 1st generation Bombardier car in 88 quantities that was delivered back 1992. All these 88 cars Almost 30 years degraded conditions.
- · Multiple OEM parts that are obsolete.

TOTAL

- FTA recommended life-cycle extension program.
- \$59M is to complete remaining 33 cars with FY25 of \$23.6M EP199-19 contractor (Talgo-SYSTRA) is confirming the delivery schedule of the last car to be delivered to LA before 2028 LA Olympic.

RISK CREATED BY NON-IMPLEMENTATION

· Increase of impact to revenue service due to increase in unscheduled maintenance on degraded equipment.

\$11,026,000

Current Age: 28 Year(s) Standard Lifespan: 30 Year(s

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1	Con	dition	of A	sset	Mar	rainal		

- 2. System Impact..... Average

Current Age: 28 Year(s)	Standard Lifespan: 30 Ye	ear(s							
	BUDGET					CAS	H FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$689,125	\$689,125	\$689,125	\$689,125	\$2,756,500
MATERIAL	\$9,000,000								
CONSTRUCTION	\$0								
				2028	\$2,067,375	\$2,067,375	\$2,067,375	\$2,067,375	\$8,269,500
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$10,000								
DBE/LABOR	\$15,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$324,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$140,000								
* CONSULTANT	\$534,000								
				Cash Flo	w is constructed	l based on over	all % of project	completion as	determined by
CONTINGENCY	\$1,003,000				management off	ice. 1st year =	5%; 2nd year =	35%; 3rd year =	= 30%; 4th
TOTAL	¢11 026 000			year = 30	J%				



PROJECT: REHAB OF END-USER EQUIPMENT, PRINTERS, AND CONFERENCE ROOMS

SCOPE TYPE: REHAB | NON-MRP

This project aims to rehabilitate and upgrade a range of end-user equipment - including laptops, desktops, monitors, docking stations, tablets, Ricoh and HP printers, and conference room technology such as video and audio equipment - to enhance operational efficiency by reducing downtime caused by outdated or malfunctioning technology, ensure reliable performance through regular maintenance and upgrades to minimize the risk of technical issues, improve user experience by providing modern equipment that effectively meets their needs, support organizational growth by establishing a foundation for future technological innovations, and strengthen cybersecurity.

Mile Posts: n/a Division: All County: ALL Asset Type: Information Technology

OBJECTIVES

- 1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 3: Invest in People and Assets) Reduce employee turnover
- 4. (Goal 6: Improve Communications to Customers and Stakeholders) Improve communication and
- 5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints

JUSTIFICATION

The IT department has made significant investments in various assets approaching the end of their useful life. As these assets near this critical phase, they face the risk of becoming unsupported, which can lead to increased vulnerability and operational challenges. Specifically, the assets in question include printers, conference room equipment (such as audio-visual units, video displays, and televisions), user laptops, desktops, tablets, monitors, and Polycom phones.

Particularly concerning are the Ricoh printers, which are nearing a point where repair parts may become scarce or completely unavailable. This not only threatens the functionality of the printing infrastructure but also raises the risk of operational delays and increased costs associated with sourcing alternative solutions. As these devices age, they are likely to exhibit diminished performance, leading to frequent breakdowns, slower processing times, and increased maintenance costs, which ultimately hinders the organization's ability to operate smoothly and meet its goals.

Additionally, outdated technology poses significant cybersecurity risks. As equipment becomes unsupported, it may not receive critical security updates, leaving the organization vulnerable to cyber threats. This includes potential data breaches and malware attacks that can exploit weaknesses in obsolete systems. Modernizing the infrastructure is vital not just for operational efficiency but also for enhancing the organization's security posture.

This project is essential to address these challenges proactively. By rehabilitating and upgrading the aging assets, we aim to ensure that all equipment remains functional, efficient, and secure. Upgrading these critical components will not only improve reliability but also strengthen cybersecurity defenses. protecting sensitive information and ensuring a secure working environment. Investing in modern technology will enable the organization to maintain a competitive edge, enhance productivity, and prepare for future growth, all while safeguarding against potential cyber threats.

RISK CREATED BY NON-IMPLEMENTATION

The risks associated with not funding this project include the following: 1. Users will lack the necessary tools to effectively perform their daily responsibilities. 2. Communication among employees, departments, and customers will be impaired. 3. Equipment may become unusable due to the inability to service or repair aging assets. 4. There will be an increased risk of cybersecurity threats, as unsupported systems may not receive critical security updates.

\$486,000

TOTAL

RISKS CAUSING PROJECT DELAY

- **RANKING // PROJECT READINESS** 1. Condition of Asset..... Marginal
- 2. System Impact..... High

The end-user computing infrastructure plays a critical role in the daily operations of all users across various locations, including those working remotely, such as contractors. This infrastructure encompasses all devices and systems that facilitate user access to applications, data, and communication tools, as well as essential equipment like printers and conference room technology.

Current Age: 11 Year(s)	Standard Lifespan: 6 Yea	ar(s)							
	BUDO	GET				CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			FY	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$60,750	\$60,750	\$60,750	\$60,750	\$243,000
MATERIAL	\$433,000								
CONSTRUCTION	\$0								
				2028	\$60,750	\$60,750	\$60,750	\$60,750	\$243,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$0								
DBE/LABOR	\$4,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$14,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$11,000								
* CONSULTANT	\$0								
				Cash Flow	is constructed I	based on overa	II % of project c	ompletion as o	determined
CONTINGENCY	\$24,000			by project	management o	ffice. 1st year	= 5%; 2nd year	= 35%; 3rd yea	r = 30%; 4th

ear = 30%

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5.d
AZEVEDOA PROJECT# 3165.00

PROJECT: FY26 SYSTEMWIDE TRACK MEASUREMENT SYSTEMS

SCOPE TYPE: REHAB | MR

Condition assessments, and measurement systems for Track, Track components, and also Systemwide Asset Management, MRP Updates, and SGR Planning and reporting.

Mile Posts: n/a Division: All County: ALL Asset Type: Track

OBJECTIVES RISKS CAUSING PROJECT DELAY

- (Goal 3: Invest in People and Assets) Maintain State of Good Repair
 (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 4. (Goal 4: Retain and Grow Ridership) Increase system utilization

JUSTIFICATION RANKING // PROJECT READINESS

- Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.
- 1. Condition of Asset..... Worn
- 2. System Impact..... High

This can be started upon funding execution because this work requires mostly professional services from Metrolink's available Engineering On-Cal Contracts.

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 100 Year(s) Standard Lifespan: 50 Year(s)

	BUD	GET				CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TOT</u>
DESIGN	\$1,000,000								
				2026	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$37,500	\$37,500	\$37,500	\$37,500	\$150,0
MATERIAL	\$0								
CONSTRUCTION	\$0								
				2028	\$131,250	\$131,250	\$131,250	\$131,250	\$525,0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$50,000								
BUS BRIDGES	\$0			2029	\$131,250	\$131,250	\$131,250	\$131,250	\$525,0
CLOSE OUT	\$0								
DBE/LABOR	\$15,000								
				2030	\$75,000	\$75,000	\$75,000	\$75,000	\$300,0
PROJECT MANAGEMENT									
* P.M STAFF	\$175,000								
				2031	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$23,000								
* CONSULTANT	\$100,000								
					w is constructed			•	
CONTINGENCY	\$137,000			project n year = 30	nanagement offic	ce. 1st year = 59	%; 2nd year = 3	5%; 3rd year = 3	30%; 4th
TOTAL	\$1,500,000			year = 30	170				

5.d Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT: SOGR_FY26_VENTURA (VC)_TRACK

SCOPE TYPE: REHAB | MRP |

BUDGET DECREASED BY 70%; SCOPE STILL TO BE DECREASED ACCORDINGLY.

Ventura Sub (VC) Track Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:

- Rail
- Ties
- Crossings

Specific Work will include:

3,000 Ties; 1 Road Crossing

BUDGET DECREASED from \$2,606K to \$781K; SCOPE STILL TO BE DECREASED ACCORDINGLY.

Mile Posts: 426.4 - 441.24 Division: Ventura - VC County County: VN Asset Type: Track

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork and ballast. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 standards would require slow orders with potential delays to passenger service.

Current Age: 101 Year(s) Standard Lifespan: 60 Year(s

	BUDGET			CASH FLOW							
	AMOUNT	START	END								
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL		
DESIGN	\$0										
				2026	\$0	\$0	\$0	\$0	\$0		
ENVIRONMENTAL	\$0										
ROW ACQUISITION	\$0										
				2027	\$19,525	\$19,525	\$19,525	\$19,525	\$78,100		
MATERIAL	\$320,000										
CONSTRUCTION	\$225,000										
				2028	\$68,338	\$68,338	\$68,338	\$68,336	\$273,350		
SPECIAL RAIL EQUIP	\$0										
FLAGGING	\$20,000	•••••									
BUS BRIDGES	\$0	•••••		2029	\$68,338	\$68,338	\$68,338	\$68,336	\$273,350		
CLOSE OUT	\$0										
DBE/LABOR	\$5,000										
				2030	\$39,050	\$39,050	\$39,050	\$39,050	\$156,200		
PROJECT MANAGEMENT											
* P.M STAFF	\$56,000										
				2031	\$0	\$0	\$0	\$0	\$0		
* SUPPORT STAFF	\$15,000			-							
* CONSULTANT	\$69,000										
					is constructed be			•			
CONTINGENCY	\$71,000			project ma = 30%	anagement office	e. 1st year = 5%	; 2nd year = 35%	%; 3rd year = 30	%; 4th year		
TOTAL	\$781,000			= 30%							

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal Year

LINK.

PROJECT: SOGR_FY26_VENTURA (VC)_STRUCTURES_DESIGN

SCOPE TYPE: REHAB | MRP |

Ventura (VC) Sub Structures Design addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges

- -Culverts
- -Tunnels

Specific work will include:

Update Bridge Load Ratings for Bridges on Ventura Sub in Ventura County

Design and Environmental Clearance for 5 culverts in Ventura County

Budget reduced by 25%; need to adjust descope.

Mile Posts: 426.4 - 441.24

Division: Ventura - VC County County: VN Asset Type: Structures

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

Structures Design identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts and Tunnels. The design needs have been identified because the assets have

fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 101 Year(s) Standard Lifespan: 100 Year(s

	BUDGET			CASH FLOW							
	AMOUNT	START	END								
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL		
DESIGN	\$645,000										
				2026	\$0	\$0	\$0	\$0	\$0		
ENVIRONMENTAL	\$0										
ROW ACQUISITION	\$0										
				2027	\$19,325	\$19,325	\$19,325	\$19,325	\$77,300		
MATERIAL	\$0										
CONSTRUCTION	\$0										
				2028	\$67,638	\$67,638	\$67,638	\$67,636	\$270,550		
SPECIAL RAIL EQUIP	\$0	•••••••••••		-							
FLAGGING	\$0										
BUS BRIDGES	\$0			2029	\$67,638	\$67,638	\$67,638	\$67,636	\$270,550		
CLOSE OUT	\$0										
DBE/LABOR	\$5,000										
				2030	\$38,650	\$38,650	\$38,650	\$38,650	\$154,600		
PROJECT MANAGEMENT											
* P.M STAFF	\$41,000										
				2031	\$0	\$0	\$0	\$0	\$0		
* SUPPORT STAFF	\$6,000										
* CONSULTANT	\$5,000										
					is constructed ba						
CONTINGENCY	\$71,000				nagement office	. 1st year = 5%	2nd year = 359	%; 3rd year = 30)%; 4th year		
TOTAL	\$773,000			= 30%							

5.d LOPEZS PROJECT# 3168.00

PROJECT: SOGR_FY26_VENTURA (VC)_SIGNAL

TYPE: REHAB | MRP SCOPE

Ventura (VC) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog:

- Signal systems
- Crossing systems

Specific Work will include Upgrading control points and crossings

Budget reduced by 35%; NEED TO ADJUST SCOPE.

Division: Ventura - VC County County: VN Asset Type: Train Control Mile Posts: 426.4 - 441.26

OBJECTIVES RISKS CAUSING PROJECT DELAY 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair

- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION RANKING // PROJECT READINESS

Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP)1. Condition of Asset..... Worn includes signal systems and Crossing systems. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Location may fail which will cause train delays and possible safety issues.

Current Age: 101 Year(s)	Standard Lifespan: 25 Y	ear(s									
	BUDGET			CASH FLOW							
	AMOUNT	START	END								
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL		
DESIGN	\$235,000										
				2026	\$0	\$0	\$0	\$0	\$0		
ENVIRONMENTAL	\$0										
ROW ACQUISITION	\$0										
				2027	\$40,160	\$40,160	\$40,160	\$40,160	\$160,640		
MATERIAL	\$650,000										
CONSTRUCTION	\$650,000										
				2028	\$100,400	\$100,400	\$100,400	\$100,400	\$401,600		
SPECIAL RAIL EQUIP	\$0										
FLAGGING	\$34,000										
BUS BRIDGES	\$0			2029	\$165,660	\$165,660	\$165,660	\$165,660	\$662,640		
CLOSE OUT	\$0										
DBE/LABOR	\$10,000										
				2030	\$140,560	\$140,560	\$140,560	\$140,560	\$562,240		
PROJECT MANAGEMENT											
* P.M STAFF	\$177,000										
				2031	\$55,220	\$55,220	\$55,220	\$55,220	\$220,880		
* SUPPORT STAFF	\$21,000										
* CONSULTANT	\$48,000										
				Cash Flow	is constructed	based on overa	II % of project	completion as o	letermined		
CONTINGENCY	\$183,000				management o	office. 1st year	= 5%; 2nd year	= 35%; 3rd yea	r = 30%; 4th		
TOTAL	\$2,008,000			year = 309	6						

PROJECT: SOGR_FY26_VENTURA (LA)_STRUCTURES_DESIGN

TYPE: REHAB | MRP | SCOPE

Ventura (LA) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges

-Culverts

-Tunnels

Specific work will include:

Design and Environmental Clearance for 5 culverts in LA County

Design for 3 Bridges in LA County

Budget reduced by 45%; need to adjust descope.

Mile Posts: 441.24 - 426.39

Division: Ventura - LA County County: LA Asset Type: Structures

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION RANKING // PROJECT READINESS

Structures Design identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts and Tunnels. The design needs have been identified because the assets have

fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 101 Year(s) Standard Lifespan: 100 Year(s

- 1. Condition of Asset..... Worn
- 2. System Impact..... High

	BUDGET			CASH FLOW							
	AMOUNT	START	END								
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL		
DESIGN	\$1,000,000			-3							
				2026	\$0	\$0	\$0	\$0	\$0		
ENVIRONMENTAL	\$0			-							
ROW ACQUISITION	\$0			-							
				2027	\$31,875	\$31,875	\$31,875	\$31,875	\$127,500		
MATERIAL	\$0										
CONSTRUCTION	\$0			-							
				2028	\$111,562	\$111,562	\$111,562	\$111,564	\$446,250		
SPECIAL RAIL EQUIP	\$0			-							
FLAGGING	\$10,000			-							
BUS BRIDGES	\$0			2029	\$111,562	\$111,562	\$111,562	\$111,564	\$446,250		
CLOSE OUT	\$0			-							
DBE/LABOR	\$10,000										
				2030	\$63,750	\$63,750	\$63,750	\$63,750	\$255,000		
PROJECT MANAGEMENT				-							
* P.M STAFF	\$102,000										
				2031	\$0	\$0	\$0	\$0	\$0		
* SUPPORT STAFF	\$21,000			-							
* CONSULTANT	\$16,000										
					is constructed b			•	,		
CONTINGENCY	\$116,000			project mage = 30%	anagement offic	e. 1st year = 5%	6; 2nd year = 35	%; 3rd year = 30)%; 4th year		
TOTAL	\$1,275,000			- 30%							

BUDGET DECREASED BY 65%; SCOPE STILL TO BE DECREASED ACCORDINGLY.

San Gabriel (SG) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems

(7) VHLC

SCOPE

(3) Crossings

Mile Posts: 1.08 - 57.66

Division: San Gabriel County: LA / SB Asset Type: Train Control

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

The need has been identified because the assets have fallen below a State of

Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

Location may fail which will cause train delays and possible safety issues.

1. Condition of Asset..... Worn

2. System Impact..... High

Current Age: 30 Year(s) Standard Lifespan: 20 Year(s)

RISK CREATED BY NON-IMPLEMENTATION

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... High

Current Age: 33 Year(s)	Standard Lifespan: 20 Yea	ar(s)							
	BUDGET					CASH	I FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$600,000								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0			1					
				2027	\$88,500	\$88,500	\$88,500	\$88,500	\$354,000
MATERIAL	\$1,100,000			1					
CONSTRUCTION	\$1,300,000								
				2028	\$221,250	\$221,250	\$221,250	\$221,250	\$885,000
SPECIAL RAIL EQUIP	\$0			1					
FLAGGING	\$45,000			1					
BUS BRIDGES	\$0			2029	\$365,062	\$365,062	\$365,062	\$365,064	\$1,460,250
CLOSE OUT	\$0								
DBE/LABOR	\$10,000			1					
				2030	\$309,750	\$309,750	\$309,750	\$309,750	\$1,239,000
PROJECT MANAGEMENT									
* P.M STAFF	\$385,000								
				2031	\$121,688	\$121,688	\$121,688	\$121,686	\$486,750
* SUPPORT STAFF	\$32,000			1					
* CONSULTANT	\$550,000			1					
				Cash Flow	v is constructed b	based on overal	II % of project co	ompletion as d	letermined
CONTINGENCY	\$403,000				t management of	ffice. 1st year =	= 5%; 2nd year =	= 35%; 3rd yea	r = 30%; 4th
TOTAL	\$4,425,000			year = 30%	%				



PROJECT: SOGR_FY26_SAN GABRIEL_TRACK

SCOPE TYPE: REHAB | MRP

BUDGET DECREASED BY 50%: SCOPE STILL TO BE DECREASED ACCORDINGLY.

San Gabriel (SG) Track Rehabilitation addresses five major components to suffieciently rehabilitate aging infrastructure and growing backlog:

-Ties

-Crossings

-Special Trackwork

-Ballast

Specific work will include:

Replacing 7546 feet of Rail

Upgrading 1 crossing

Replace 2 turnouts

Ballast to support projects listed

Mile Posts: 3.73 - 57.66

Division: San Gabriel County: LA / SB Asset Type: Track

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

TOTAL

Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... High
- 1. Condition of Asset..... Worn
- 2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

\$3,408,000

Standard Lifesnan: 0 Vear(s) Current Age: 125 Vear(s)

arrent Age: 125 Year(s) Standard Lifespan: 0 Year(s)											
	BUDGET			CASH FLOW							
	AMOUNT	START	END								
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL		
DESIGN	\$150,000										
				2026	\$0	\$0	\$0	\$0	\$0		
ENVIRONMENTAL	\$0										
ROW ACQUISITION	\$0										
				2027	\$85,200	\$85,200	\$85,200	\$85,200	\$340,800		
MATERIAL	\$450,000										
CONSTRUCTION	\$1,900,000										
				2028	\$298,200	\$298,200	\$298,200	\$298,200	\$1,192,800		
SPECIAL RAIL EQUIP	\$0										
FLAGGING	\$60,000										
BUS BRIDGES	\$0			2029	\$298,200	\$298,200	\$298,200	\$298,200	\$1,192,800		
CLOSE OUT	\$0										
DBE/LABOR	\$10,000										
				2030	\$170,400	\$170,400	\$170,400	\$170,400	\$681,600		
PROJECT MANAGEMENT											
* P.M STAFF	\$200,000										
				2031	\$0	\$0	\$0	\$0	\$0		
* SUPPORT STAFF	\$28,000										
* CONSULTANT	\$300,000										
					is constructed b			•			
CONTINGENCY	\$310,000			project m year = 30	anagement offic	ce. 1st year = 5	%; 2nd year = 3	5%; 3rd year =	30%; 4th		
TOTAL	ć2 400 000			ycai - 30	/0						

5.d

ROBLESSAU PROJECT# 3176.00

PROJECT: SOGR_FY26_SAN GABRIEL_STRUCTURES_CONSTRUCTION

SCOPE TYPE: REHAB | MF

San Gabriel (SG) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges

-Culverts

-Tunnels Specific work will include:

Mile Posts: 1.08 - 57.66

Division: San Gabriel County: LA / SB Asset Type: Structures

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

DANIZINO " DDO IECT DEADINEC **JUSTIFICATION**

Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts, and Tunnels. The need has been identified because The assets have fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

RANKING // PROJECT READINES	S
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- 1. Condition of Asset..... Worn
- 2. System Impact..... High
- 1. Condition of Asset..... Worn
- 2. System Impact..... High

Current Age: 125 Year(s)	Standard Lifespan: 100 Y	ear(:							:
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TO</u>
DESIGN	\$75,000								
				2026	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0								ì
ROW ACQUISITION	\$0								
				2027	\$182,812	\$182,812	\$182,812	\$182,814	\$731,
MATERIAL	\$0								
CONSTRUCTION	\$3,000,000								
				2028	\$548,438	\$548,438	\$548,438	\$548,436	\$2,193,
SPECIAL RAIL EQUIP	\$0								,
FLAGGING	\$250,000								i
BUS BRIDGES	\$25,000			2029	\$365,625	\$365,625	\$365,625	\$365,625	\$1,462,
CLOSE OUT	\$10,000								
DBE/LABOR	\$14,000								
				2030	\$121,875	\$121,875	\$121,875	\$121,875	\$487,
PROJECT MANAGEMENT									
* P.M STAFF	\$487,000								
				2031	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$70,000								
* CONSULTANT	\$500,000								•
					is constructed b			-	
CONTINGENCY	\$444,000			project ma = 30%	anagement office	e. 1st year = 5%	6; 2nd year = 35	%; 3rd year = 3	30%; 4th y
TOTAL	\$4,875,000			- 30/0					,

5.d

ROBLESSAU PROJECT# 3177.00

PROJECT: SOGR_FY26_RIVER_SIGNAL

SCOPE TYPE: REHAB | MF

River (RV) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems UPGRADE (2) CONTROL POIINT HOUSE AND SIGNALS

Budget reduced by 30%: need to adjust descope

Mile Posts: 1 - 481.9

Division: River County: ALL Asset Type: Train Control

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

TOTAL

The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... High
- 1. Condition of Asset..... Worn
- 2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

Location may fail which will cause train delays and possible safety issues.

\$3,010,000

Current Age: 33 Year(s)									
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TO</u>
DESIGN	\$280,000								
				2026	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0			1					
ROW ACQUISITION	\$0			1					
				2027	\$60,200	\$60,200	\$60,200	\$60,200	\$240,
MATERIAL	\$750,000								
CONSTRUCTION	\$1,200,000								
				2028	\$150,500	\$150,500	\$150,500	\$150,500	\$602
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$23,000								
BUS BRIDGES	\$0			2029	\$248,325	\$248,325	\$248,325	\$248,325	\$993
CLOSE OUT	\$0								
DBE/LABOR	\$15,000								
				2030	\$210,700	\$210,700	\$210,700	\$210,700	\$842,
PROJECT MANAGEMENT				1					
* P.M STAFF	\$140,000								
				2031	\$82,775	\$82,775	\$82,775	\$82,775	\$331,
* SUPPORT STAFF	\$28,000			1					
* CONSULTANT	\$300,000			1					\$331,
				Cash Flow	is constructed b	ased on overal	% of project co	mpletion as de	termined
CONTINGENCY	\$274,000			project m	anagement offic	e. 1st year = 5%	6; 2nd year = 35	5%; 3rd year = 3	0%; 4th y

= 30%

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25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT: SOGR_FY26_RIVER_STRUCTURES_DESIGN

SCOPE TYPE: REHAB | MRP |

River (RV) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:

- -Bridges
- -Culverts
- -Tunnels

Specific work will include:

River Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:

Mile Posts: 0.8 - 484.9 Division: River County: ALL Asset Type: Structures

OBJECTIVES

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

TOTAL

Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges, Culverts, and Tunnels. The need has been identified because the assets have fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Current Age: 125 Year(s) Standard Lifespan: 100 Year(s)

\$1,625,000

RANKING // PROJECT READINESS

RISKS CAUSING PROJECT DELAY

- 1. Condition of Asset..... Worn
- 2. System Impact High
- 1. Condition of Asset..... Worn
- 2. System Impact..... High

Standard Lifespan. 100 Tear(s)											
	BUDGET			CASH FLOW							
	AMOUNT	START	END								
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL		
DESIGN	\$800,000										
				2026	\$0	\$0	\$0	\$0	\$0		
ENVIRONMENTAL	\$325,000			•							
ROW ACQUISITION	\$0			•							
				2027	\$40,625	\$40,625	\$40,625	\$40,625	\$162,500		
MATERIAL	\$0			•							
CONSTRUCTION	\$0			•							
				2028	\$142,188	\$142,188	\$142,188	\$142,186	\$568,750		
SPECIAL RAIL EQUIP	\$0			•							
FLAGGING	\$20,000										
BUS BRIDGES	\$0			2029	\$142,188	\$142,188	\$142,188	\$142,186	\$568,750		
CLOSE OUT	\$0										
DBE/LABOR	\$7,000										
				2030	\$81,250	\$81,250	\$81,250	\$81,250	\$325,000		
PROJECT MANAGEMENT											
* P.M STAFF	\$140,000										
				2031	\$0	\$0	\$0	\$0	\$0		
* SUPPORT STAFF	\$35,000										
* CONSULTANT	\$150,000										
				Cash Flow	is constructed l	based on overal	II % of project c	ompletion as de	etermined		
CONTINGENCY	\$148,000			by project	management o	ffice. 1st year =	= 5%; 2nd year	= 35%; 3rd year	= 30%; 4th		

year = 30%

CONTINGENCY

TOTAL

5.d

ROBLESSAU PROJECT# 3179.00

PROJECT: SOGR_FY26_RIVER_TRACK

TYPE: REHAB | MF SCOPE

River (RV) Track Rehabilitation addresses five major components to sufficiently rehabilitate aging infrastructure and growing backlog:

Rail, Ties, Crossings, Special Track Work, Ballast

Mile Posts: .70 - 484.9 Division: River County: ALL Asset Type: Track

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION RANKING // PROJECT READINESS

Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified

because the assets have fallen below a State of Good Repair and require rehabilitatio 1. Condition of Asset...... Worn based on limits set by SCRRA staff and industry standards.

- 1. Condition of Asset..... Worn
- 2. System Impact..... High
- 2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

\$263,000

\$2,893,000

Current Age: 33 Year(s) Standard Lifespan: 25 Year(

Current Age: 33 Year(s)	Standard Lifespan: 25 Yea	ar(ŧ							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TO</u> -
DESIGN	\$115,000								
				2026	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$72,325	\$72,325	\$72,325	\$72,325	\$289,
MATERIAL	\$400,000								
CONSTRUCTION	\$1,500,000								
				2028	\$253,138	\$253,138	\$253,138	\$253,136	\$1,012,
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$80,000								
BUS BRIDGES	\$20,000			2029	\$253,138	\$253,138	\$253,138	\$253,136	\$1,012,
CLOSE OUT	\$10,000								
DBE/LABOR	\$15,000								
				2030	\$144,650	\$144,650	\$144,650	\$144,650	\$578,
PROJECT MANAGEMENT									
* P.M STAFF	\$165,000								
				2031	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$50,000								
* CONSULTANT	\$275,000								
				Cash Flow	is constructed b	ased on overall	% of project co	mpletion as de	etermined

project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y 30%

ROBLESSAU PROJECT# 3180.00

PROJECT: SOGR_FY26_PERRIS_VALLEY_SIGNAL

SCOPE TYPE: REHAB | MR

Perris Valley (PVL) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog *Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems
Upgrade (3) VHLC

Budget reduced by 35%: need to adjust scope.

Mile Posts: 65 - 85

OBJECTIVES

Division: San Jacinto (PVL) County: RV Asset Type: Train Control

RISKS CAUSING PROJECT DELAY

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Improve service reliability 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards. RANKING // PROJECT READINESS 1. Condition of Asset...... Worn 2. System Impact...... High 1. Condition of Asset...... Worn 2. System Impact...... High

RISK CREATED BY NON-IMPLEMENTATION

Location may fail which will cause train delays and possible safety issues.

Current Age: 26 Year(s) Standard Lifespan: 30 Year(s)
Current Age: 33 Year(s) Standard Lifespan: 25 Year(s)

Current Age: 33 Year(s)	Standard Lifespan: 25 Yea	r(ŧ							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TO</u>
DESIGN	\$300,000								
				2026	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0			1					
ROW ACQUISITION	\$0								
				2027	\$40,360	\$40,360	\$40,360	\$40,360	\$161,
MATERIAL	\$500,000								
CONSTRUCTION	\$600,000								
				2028	\$100,900	\$100,900	\$100,900	\$100,900	\$403,
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$19,000								
BUS BRIDGES	\$0			2029	\$166,485	\$166,485	\$166,485	\$166,485	\$665,
CLOSE OUT	\$0								
DBE/LABOR	\$15,000								
				2030	\$141,260	\$141,260	\$141,260	\$141,260	\$565,
PROJECT MANAGEMENT									
* P.M STAFF	\$175,000								
				2031	\$55,495	\$55,495	\$55,495	\$55,495	\$221,
* SUPPORT STAFF	\$25,000								
* CONSULTANT	\$200,000								
					is constructed b			•	
CONTINGENCY	\$184,000			project ma = 30%	anagement offic	e. 1st year = 5%	6; 2nd year = 35	%; 3rd year = 3	ጋ%; 4th y
TOTAL	\$2,018,000			- 3070					

PROJECT: REHAB OF NETWORK DEVICE ASSETS (CORPORATE AND TRAIN CONTROL)

TYPE: REHAB | MRP **SCOPE**

Replace Cisco Switches, Cisco Meraki Wireless Access Points and Palo Alto Firewalls that are reaching end of support

BUDGET DECREASED by 8% from \$923K; SCOPE MAY NEED TO BE DECREASED.

Division: All County: ALL Asset Type: Information Technology

OBJECTIVES

Mile Posts: n/a

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 3. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 4. (Goal 3: Invest in People and Assets) Reduce employee turnover
- 5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

TOTAL

Metrolink IDTS has invested in many assets that are and are nearing end of support and will b 1. Condition of Asset..... Marginal no longer be supported by the manufacturer and will not have the desired functionality and efficiency. The assets are as follows: a) Cisco Switches b) Cisco Meraki Wireless Access Points c) Palo Alto Firewalls and related network equipment.

RANKING // PROJECT READINESS

RISKS CAUSING PROJECT DELAY

- 2. System Impact..... High

The network devices requested comprise the network infrastructure of Metrolink. Any issues with these devices will create service outages

RISK CREATED BY NON-IMPLEMENTATION

The risk of not funding this project are: 1. Network devices will not have the current software patches and firmware and will make Metrolink vulnerable to cybersecurity attacks 2. Network devices will no longer be support by the manufacturer and will not have any support should we encounter issues with the network devices. 3. We will no longer have any replacement warranty for the devices should they fail.

\$850,000

Current Age: 6 Year(s) Standard Lifespan: 6 Year(s

	BUDGET					CASH	I FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$106,250	\$106,250	\$106,250	\$106,250	\$425,000
MATERIAL	\$0								
CONSTRUCTION	\$753,000								
				2028	\$106,250	\$106,250	\$106,250	\$106,250	\$425,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$14,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$0								
* CONSULTANT	\$0								
				Cash Flow	is constructed	based on overa	all % of project	completion as o	determined
CONTINGENCY	\$78,000			···· by projec	t management o	office. 1st year	= 5%; 2nd year	= 35%; 3rd yea	ır = 30%; 4th

ly project management office. 1st year = 5%; 2nd year ear = 30%

PROJECT: UPGRADE OF METROLINK SERVER INFRASTRUCTURE ENVIRONMENT

SCOPE TYPE: REHAB | MRP |

Metrolink IDTS is planning on upgrading its server environment, moving away from a dependency of VMware and migrating towards Nutanix.

Mile Posts: n/a Division: All County: ALL Asset Type: Information Technology

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 4. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 5. (Goal 3: Invest in People and Assets) Reduce employee turnover

JUSTIFICATION

CONTINGENCY

TOTAL

Our dependency on software such as VMware put us at risk of being entirely dependent on VMware and any changes they wish to do. Recently acquisitions are increasing the cost of ownership to more that triple our current spend. We are looking to upgrade our Server Infrastructure to allow Metrolink to move away from a dependency from VMware. Hardware Infrastructure must be upgrade to allow Metrolink to migrate off VMware for their servers

RISK CREATED BY NON-IMPLEMENTATION

The risk of not funding this project is creating a dependence on VMware owners and accepting all price increases they wish to incur.

\$44,000

\$483,000

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Good
- 2. System Impact..... High

The process to migrate off the use of VMware requires time. IDTS is providing a plan to comfortably migrate off VMware within 3 years

by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th

Current Age: 124 Year(s)	Standard Lifespan: 0 Y	ear(s)							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$90,562	\$90,562	\$90,562	\$90,564	\$362,250
MATERIAL	\$0								
CONSTRUCTION	\$420,000								
				2028	\$30,188	\$30,188	\$30,188	\$30,186	\$120,750
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT							·	·	
* P.M STAFF	\$14,000								
	Ψ1.,000			2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$0				70	73	73	73	Ŷ.
	\$0								
CONSULTAINT	\$0				is constructed b				

year = 30%

PROJECT: SOGR_FY26_VALLEY_TRACK

TYPE: REHAB | MRP | **SCOPE**

BUDGET DECREASED BY 38%; SCOPE STILL TO BE DECREASED ACCORDINGLY.

Valley Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:

- Rail
- Ties
- Crossings
- Special Trackwork
- Ballast

Specific work will includes:

TIES: 11,000 Wood Tie Replacement RAIL: 10,000ft of Rail to address curves BALLAST: Ballast to support projects listed.

Mile Posts: 3.67 - 76.63

OBJECTIVES

Division: Valley County: LA Asset Type: Track **RISKS CAUSING PROJECT DELAY**

1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair

- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail,

ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 101 Year(s)	Standard Lifespan: 60 Yea	ar(s							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$45,000								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$150,125	\$150,125	\$150,125	\$150,125	\$600,500
MATERIAL	\$900,000								
CONSTRUCTION	\$3,000,000								
				2028	\$525,438	\$525,438	\$525,438	\$525,436	\$2,101,750
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$800,000								
BUS BRIDGES	\$45,000			2029	\$525,438	\$525,438	\$525,438	\$525,436	\$2,101,750
CLOSE OUT	\$8,000								
DBE/LABOR	\$15,000								
				2030	\$300,250	\$300,250	\$300,250	\$300,250	\$1,201,000
PROJECT MANAGEMENT									
* P.M STAFF	\$315,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$35,000								
* CONSULTANT	\$296,000								
					is constructed b				
CONTINGENCY	\$546,000			project ma = 30%	anagement office	e. 1st year = 5%	s; 2nd year = 35	%; 3rd year = 3	0%; 4th year
TOTAL	\$6,005,000			= 30%					

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal Year

TYPE: REHAB | MRP |

Valley Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:

Bridges

SCOPE

- Culverts
- Tunnels

Specific work will include:

Construction funds for Valley Sub Structure repairs that will be designed with FY22 funds. This would address up to This would address up to 6 Structures of 10 on the Valley Sub that will be made Shovel-Ready with FY22 Design.

These funds are needed due to construction cost escalation issues Metrolink has recently experienced.

Budget reduced by 25%; need to adjust scope.

Mile Posts: 3.67 - 76.63

Division: Valley County: LA Asset Type: Structures

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION **RANKING // PROJECT READINESS**

Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes

Bridges, Culverts and Tunnels. The need has been identified because the assets have

fallen below s State of Good Repair and are in need of rehabilitation based on limits

by SCRRA staff and industry standards.

- 1. Condition of Asset..... Worn
- 2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 121 Year(s)	Standard Lifespan: 100 \	rear(s)							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$75,000			**					
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$182,812	\$182,812	\$182,812	\$182,814	\$731,250
MATERIAL	\$0								
CONSTRUCTION	\$3,000,000								
				2028	\$548,438	\$548,438	\$548,438	\$548,436	\$2,193,750
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$250,000								
BUS BRIDGES	\$25,000			2029	\$365,625	\$365,625	\$365,625	\$365,625	\$1,462,500
CLOSE OUT	\$10,000								
DBE/LABOR	\$14,000								
				2030	\$121,875	\$121,875	\$121,875	\$121,875	\$487,500
PROJECT MANAGEMENT									
* P.M STAFF	\$487,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$70,000								
* CONSULTANT	\$500,000								
					is constructed b			•	
CONTINGENCY	\$444,000				anagement offic	e. 1st year = 59	%; 2nd year = 3!	5%; 3rd year =	30%; 4th
TOTAL	\$4,875,000			year = 309	%				

TYPE: REHAB | MRP SCOPE

BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY.

Valley Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog:

*Signal system - Upgrading Control Points (CP) and intermediates

*Crossing systems - Upgrading crossings

1> 1 EL1A Upgrade (Construction Only)

2> 2 Crossings

3> 1 EL1A Upgrade

4> 1 VHLC Upgrade

OBJECTIVES

5> 1 HB-DE Detector Upgrade

Mile Posts: 3.67 - 76.63

Division: Valley County: LA Asset Type: Train Control

2. (Goal 4: Retain and Grow Ridership) Improve service reliability

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

Location may fail which will cause train delays and possible safety issues.

JUSTIFICATION

The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards

RISK CREATED BY NON-IMPLEMENTATION

RANKING // PROJECT READINESS

RISKS CAUSING PROJECT DELAY

- 1. Condition of Asset..... Worn
- 2. System Impact..... High

	BUDGET					CASH	I FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$575,000								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$89,500	\$89,500	\$89,500	\$89,500	\$358,000
MATERIAL	\$1,150,000								
CONSTRUCTION	\$1,300,000								
				2028	\$223,750	\$223,750	\$223,750	\$223,750	\$895,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$50,000								
BUS BRIDGES	\$0			2029	\$369,188	\$369,188	\$369,188	\$369,186	\$1,476,750
CLOSE OUT	\$0								
DBE/LABOR	\$10,000								
				2030	\$313,250	\$313,250	\$313,250	\$313,250	\$1,253,000
PROJECT MANAGEMENT									
* P.M STAFF	\$388,000								
				2031	\$123,062	\$123,062	\$123,062	\$123,064	\$492,250
* SUPPORT STAFF	\$35,000								
* CONSULTANT	\$560,000								
					is constructed b			•	
CONTINGENCY	\$407,000			project ma	anagement office	e. 1st year = 5%	; 2nd year = 359	%; 3rd year = 30	0%; 4th year =
TOTAL	\$4,475,000			30/0					

PROJECT: SOGR_FY26_ORANGE_SIGNAL

TYPE: REHAB | MRP | SCOPE

Orange Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading Control Points (CP), intermediates and HT Switches

- *Crossing systems Upgrading crossings
- 1> Control Point VHLC Upgrade
- 2> Intermediates Signals
- 3> Hand Throw Switches
- 4> Crossings

Budget reduced by 30%; need to adjust scope.

Mile Posts: 165.08 - 207.4

Division: Orange County: OC Asset Type: Train Control

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RANKING // PROJECT READINESS JUSTIFICATION

The need has been identified because the assets have fallen below a State of Good 1. Condition of Asset..... Worn Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

Location may fail which will cause train delays and possible safety issues.

Current Age: 31 Year(s)	Standard Lifespan: 20 Ye	ear(s							
	BUDGET					CASH	l FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$735,000			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0			-					
ROW ACQUISITION	\$0								
				2027	\$147,000	\$147,000	\$147,000	\$147,000	\$588,000
MATERIAL	\$1,750,000			-					
CONSTRUCTION	\$2,600,000								
				2028	\$367,500	\$367,500	\$367,500	\$367,500	\$1,470,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$85,000								
BUS BRIDGES	\$25,000			2029	\$606,375	\$606,375	\$606,375	\$606,375	\$2,425,500
CLOSE OUT	\$0								
DBE/LABOR	\$16,000			-					
				2030	\$514,500	\$514,500	\$514,500	\$514,500	\$2,058,000
PROJECT MANAGEMENT				-					
* P.M STAFF	\$685,000								
				2031	\$202,125	\$202,125	\$202,125	\$202,125	\$808,500
* SUPPORT STAFF	\$50,000			-					
* CONSULTANT	\$735,000								
					is constructed			•	
CONTINGENCY	\$669,000				t management o	office. 1st year	= 5%; 2nd year	= 35%; 3rd ye	ar = 30%; 4th
TOTAL	\$7,350,000			year = 309	7 0				

5.d

KURIAJ PROJECT# 3210.00

PROJECT: SOGR_FY26_ORANGE_STRUCTURES_CONSTRUCTION

SCOPE TYPE: REHAB | MF

Orange Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:

- Bridges
- Culverts
- Tunnels

TOTAL

Specific work will include Mile Posts: 165.08 - 207.4

Division: Orange County: OC Asset Type: Structures

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION RANKING // PROJECT READINESS

Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes 1. Condition of Asset..... Worn Bridges, Culverts, and Tunnels. The need has been identified because the assets hav 2. System Impact...... High fallen below the State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

\$3,750,000

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

Current Age: 121 Year(s) Standard Lifespan: 100 Year(s

Current Age: 121 Year(s)	Standard Lifespan: 100 Y	ear(:						
	BUDGET				CASH	FLOW		
	AMOUNT	START END						
CONTRACT PACKAGING	\$0		<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TO</u> -
DESIGN	\$60,000							
			2026	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0							
ROW ACQUISITION	\$0							
			2027	\$140,625	\$140,625	\$140,625	\$140,625	\$562,
MATERIAL	\$125,000							
CONSTRUCTION	\$2,225,000							
			2028	\$421,875	\$421,875	\$421,875	\$421,875	\$1,687,
SPECIAL RAIL EQUIP	\$0							
FLAGGING	\$200,000							
BUS BRIDGES	\$25,000		2029	\$281,250	\$281,250	\$281,250	\$281,250	\$1,125,
CLOSE OUT	\$10,000							
DBE/LABOR	\$14,000							
			2030	\$93,750	\$93,750	\$93,750	\$93,750	\$375,
PROJECT MANAGEMENT								
* P.M STAFF	\$340,000							
			2031	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$35,000							
* CONSULTANT	\$375,000							
				is constructed b			-	
CONTINGENCY	\$341,000		project ma	anagement office	e. 1st year = 5%	6; 2nd year = 35	%; 3rd year = 3	80%; 4th y

= 30%

KURIAJ PROJECT# 3212



PROJECT: SOGR_FY26_ORANGE_TRACK

SCOPE TYPE: REHAB | MRP

Orange Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:

- Rail
- Ties
- Crossings
- Special Trackwork
- Ballast

Specific work will includes:

RAIL:

Upgrade 115# to 136# Rail Tangent North Rail (Approx. 15,000 LF)

SPECIAL TRACKWORK:

BALLAST:

Ballast to support projects listed.

Mile Posts: 165.08 - 207.4

Division: Orange County: OC Asset Type: Track

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

TOTAL

Track rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes rail, ties, crossings, special trackwork, and ballast. The need has been identified because the assets have fallen below a State of Good Repair and require rehabilitation based on limits set by SCRRA staff and industry standards.

RANKING // PROJECT READINESS

1. Condition of Asset..... Worn 2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

\$5,363,000

Current Age: 101 Year(s) Standard Lifespan: 60 Year(s)

	BUDGET					CASH	I FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$150,000								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$134,075	\$134,075	\$134,075	\$134,075	\$536,300
MATERIAL	\$775,000								
CONSTRUCTION	\$3,000,000								
				2028	\$469,262	\$469,262	\$469,262	\$469,264	\$1,877,050
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$125,000								
BUS BRIDGES	\$25,000			2029	\$469,262	\$469,262	\$469,262	\$469,264	\$1,877,050
CLOSE OUT	\$10,000								
DBE/LABOR	\$15,000								
				2030	\$268,150	\$268,150	\$268,150	\$268,150	\$1,072,600
PROJECT MANAGEMENT									
* P.M STAFF	\$245,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$75,000								
* CONSULTANT	\$455,000								
					is constructed l			•	
CONTINGENCY	\$488,000			. ,	anagement offic	e. 1st year = 59	%; 2nd year = 3	5%; 3rd year =	30%; 4th
TOTAL	¢E 262 000			year = 30	%				

PROJECT: FY26 BACK-OFFICE TRAIN CONTROL SYSTEM REHAB

TYPE: REHAB | MRP | SCOPE

Systemwide Train Control Systems Rehabilitation addresses PTC, Centralized Train Control systems and equipment to sufficiently rehabilitate aging infrastructure and growing backlog. See the justification section for discussion on aged assets and standard life.

Train Control Back Office:

1) DOC/MOC/Vegas Servers

2) CAD Workstations and Monitors Mile Posts: n/a

Division: All County: ALL Asset Type: Train Control

OBJECTIVES

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

RISKS CAUSING PROJECT DELAY

JUSTIFICATION

Train Control Systems rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes PTC and Centralized train control systems and equipment. The need has been identified because the assets have fallen below a State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards. Some of the PTC hardware is already 10 years old and some of the design was 5 years earlier than that. The office element consists mainly of computers (servers, field laptops, etc.) that date back to 2011, 2012. Mission critical computers are usually rehabbed every 5 years. Our onboard and wayside cellular systems that were implemented back in 2012 were state of the art 3G systems that will be unsupported and completely sun-setted by the Telco companies.

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

	BUDGET					CVCH	FLOW		
	AMOUNT	START	END			CASH	FLOW		
CONTRACT DACKACING			END						
CONTRACT PACKAGING				<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$300,000								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$109,425	\$109,425	\$109,425	\$109,425	\$437,700
MATERIAL	\$1,700,000								
CONSTRUCTION	\$0			1					
				2028	\$364,750	\$364,750	\$364,750	\$364,750	\$1,459,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$145,900	\$145,900	\$145,900	\$145,900	\$583,600
CLOSE OUT	\$0			•					
DBE/LABOR	\$8,000								
				2030	\$109,425	\$109,425	\$109,425	\$109,425	\$437,700
PROJECT MANAGEMENT									
* P.M STAFF	\$105,000								
	,,			2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$53,000				7-	**	**	7-	**
* CONSULTANT									
	¥013,000			Cash Flow	is constructed b	ased on overall	% of project co	mnletion as de	termined by
CONTINGENCY	¢120.000				anagement office			•	
	\$139,000			= 30%	-	•	•		
TOTAL	\$2,918,000			= 30%					

5.d

POGHOSYANE PROJECT# 3226.00

PROJECT: FY26 SYSTEMWIDE MOW AND OPS VEHICLE AND EQUIPMENT REPLACEMENT

SCOPE TYPE: REHAB | MRP |

Replace MOW and Ops. vehicles that are beyond their useful life and no longer reliable to support rail operations. The amount is based on MRP. The vehicles and equipment replaced will be based on the availability of ZEV (Zero Emission Vehicles) and will replace fleet of specialized & operations vehicles, equipment and tools that support the timely repair and rehabilitation of the overall rail corridor right-of-way.

Mile Posts: n/a Division: All County: ALL Asset Type: Non-Revenue Fleet

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

JUSTIFICATION

MOW and Ops vehicle and equipment replacement as identified by the Metrolink Rehabilitation Plan (MRP). The need has been identified because the assets have fallen below a State of Good Repair and require replacement based on limits set by SCRRA staff and industry standards.

Budget includes annual increase in alignment with MRP.

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... Average

This can be started upon funding execution because this work requires mostly procurement and new asset availibility

RISK CREATED BY NON-IMPLEMENTATION

If the project is not approved, the vehicles and equipment will be unreliable, casing long down time, budgetary contains on operations and will be added to the backlog in future years.

Current Age: 27 Year(s)	Standard Lifespan: 8 Year	r(s)							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0			"					
ROW ACQUISITION	\$0								
				2027	\$156,750	\$156,750	\$156,750	\$156,750	\$627,000
MATERIAL	\$0								
CONSTRUCTION	\$0								
				2028	\$235,125	\$235,125	\$235,125	\$235,125	\$940,500
SPECIAL RAIL EQUIP	\$2,800,000								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$391,875	\$391,875	\$391,875	\$391,875	\$1,567,500
CLOSE OUT	\$0								
DBE/LABOR	\$11,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT				"					
* P.M STAFF	\$70,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$48,000			"					
* CONSULTANT	\$0								
					is constructed I			•	
CONTINGENCY	\$206,000			by project vear = 30%	: management o	ffice. 1st year :	= 5%; 2nd year	= 35%; 3rd yea	r = 30%; 4th
TOTAL	\$3,135,000			year – 30%	70				

5.d

VELEZC PROJECT# 3229.00

PROJECT: ROTEM HVAC OVERHAUL/REBUILD

TYPE: REHAB | NON-MF SCOPE

- Overhaul/rebuild on Hyundai Rotem HVAC units and controller box.
- · Out-Of-Scope Repair as needed.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

- 1. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

JUSTIFICATION

TOTAL

- Remove systemic design issue in OEM HVAC Unit high maintenance cost and impact to costumer convenience and safety.
- · Continue to overhaul/rebuild for the remaining HVAC units as the currently ongoing project.

\$2,407,000

RISK CREATED BY NON-IMPLEMENTATION

- · Impact to car availability due to no spare HVAC units.
- · Increase in maintenance cost to procure parts that are obsolete.

RANKING // PROJECT READINESS

RISKS CAUSING PROJECT DELAY

- 1. Condition of Asset..... Worn
- 2. System Impact..... High

Current Age: 15 Year(s)	Standard Lifespan: 10 Ye	ear(s							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TO</u>
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$120,350	\$120,350	\$120,350	\$120,350	\$481,
MATERIAL	\$1,840,000								
CONSTRUCTION	\$0								
				2028	\$180,525	\$180,525	\$180,525	\$180,525	\$722,
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$240,700	\$240,700	\$240,700	\$240,700	\$962,
CLOSE OUT	\$0								
DBE/LABOR	\$0								
				2030	\$60,175	\$60,175	\$60,175	\$60,175	\$240,
PROJECT MANAGEMENT									
* P.M STAFF	\$175,000								
				2031	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$70,000								
* CONSULTANT	\$103,000								
					is constructed b			•	
CONTINGENCY	\$219,000			project m	anagement offic	e. 1st year = 5%	6; 2nd year = 35	5%; 3rd year = 3	0%; 4th y

30%

FERNANDEZK PROJECT# 3230.00

PROJECT: FY26 ON-BOARD TRAIN CONTROL SYSTEMS REHAB

SCOPE TYPE: REHAB | MRP

Upgrade the remaining PTC equipment and software on locomotives that have not been updated in the past 7–12 years. With evolving standards and the phasing out of certain technologies, more equipment is becoming obsolete and in need of modernization.

Mile Posts: n/a Division: All County: ALL Asset Type: Train Control

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION The Train Control Systems rehabilitation outlined in the Metrolink Rehabilitation Plan (MRP) RANKING // PROJECT READINESS 1. Condition of Asset...... Worn

The Train Control Systems rehabilitation outlined in the Metrolink Rehabilitation Plan (MRP) includes both Positive Train Control (PTC) and centralized train control systems and equipment. This need has been identified due to these assets falling below the State of Good Repair, as defined by SCRRA staff and industry standards. Some PTC hardware is already over 10 years old, with initial designs dating back an additional five years. Our onboard systems, first implemented in 2012, were cutting-edge at the time but now require updated hardware to maintain functionality and operational efficiency.

and 2. System Impact...... High e is already nboard

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

BUDGET				CASH FLOW						
	AMOUNT	START	END							
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL	
DESIGN	\$0									
				2026	\$0	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0									
ROW ACQUISITION	\$0									
				2027	\$62,500	\$62,500	\$62,500	\$62,500	\$250,000	
MATERIAL	\$1,250,000			. 0						
CONSTRUCTION	\$625,000									
				2028	\$218,750	\$218,750	\$218,750	\$218,750	\$875,000	
SPECIAL RAIL EQUIP	\$0									
FLAGGING	\$0			. 0						
BUS BRIDGES	\$0			2029	\$218,750	\$218,750	\$218,750	\$218,750	\$875,000	
CLOSE OUT	\$0									
DBE/LABOR	\$10,000									
				2030	\$125,000	\$125,000	\$125,000	\$125,000	\$500,000	
PROJECT MANAGEMENT										
* P.M STAFF	\$175,000									
				2031	\$0	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$49,000			. 0						
* CONSULTANT	\$249,000									
					v is constructed			•		
CONTINGENCY	\$142,000			by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th						
TOTAL	\$2,500,000			year = 30%						

5.d
BLEICHK PROJECT# 3233.00

PROJECT: ROTEM DOOR OVERHAUL DATA LOGGING DOOR CONTROL PANEL

SCOPE TYPE: REHAB | NON-MR

Install data logger on door control system to improve the maintainability against one of the top road issues.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

RISKS CAUSING PROJECT DELAY

OBJECTIVES

- 1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability

JUSTIFICATION

TOTAL

- Requested \$1.1M is for the option order which would be executed by mid 2026.
- Engineering analysis conducted years ago, approximately 40% of the reported door issues resulted in No Defect Found. This is because of no hard data recorded on the door system at the event. The project is to increase the data points on the door system that would be recorded for the staff to better understand the status of the door signals at the event of the issue.

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Marginal
- 2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

- Door issues are one of the top causes that result in the delay to revenue service. Understanding what is the root cause of the issue is as significant as troubleshooting the issue itself. If not implemented, almost half of the door issues will likely keep resulting in No Defect Found.
- EP199-19 Bombardier Railcar Rebuild program had similar capability delivered and has proven its usefulness.

\$1,100,000

Current Age: 15 Year(s) Standard Lifespan: 15 Year(s

BUDGET				CASH FLOW						
	AMOUNT	START	END							
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TOT</u>	
DESIGN	\$0									
				2026	\$0	\$0	\$0	\$0		
ENVIRONMENTAL	\$0									
ROW ACQUISITION	\$0									
				2027	\$68,750	\$68,750	\$68,750	\$68,750	\$275,	
MATERIAL	\$700,000									
CONSTRUCTION	\$0									
				2028	\$206,250	\$206,250	\$206,250	\$206,250	\$825,	
SPECIAL RAIL EQUIP	\$0									
FLAGGING	\$0									
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0		
CLOSE OUT	\$20,000									
DBE/LABOR	\$30,000									
				2030	\$0	\$0	\$0	\$0		
PROJECT MANAGEMENT										
* P.M STAFF	\$75,000									
				2031	\$0	\$0	\$0	\$0		
* SUPPORT STAFF	\$25,000			1						
* CONSULTANT	\$150,000									
					is constructed b			•		
CONTINGENCY	\$100,000			project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th y						

30%

5.d VELEZC PROJECT# 3234.00

PROJECT: F125 INTERMEDIATE ENGINE OVERHAUL

TYPE: REHAB | NON-MRP | SCOPE

- Engine overhaul clean, inspect, and replace parts.
- Total 42 engines.

Mile Posts: n/a

Division: All County: ALL Asset Type: Rolling Stock

RISKS CAUSING PROJECT DELAY

OBJECTIVES

- 1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability

JUSTIFICATION

- Overhaul of engine is required as per the maintenance manual overhaul would be required every 4
- 14 engines are expected to be delivered within the budget up to FY25.
- As per the schdule, the last engine would be overhauled by June 2028 which means, since FY26 funding would be available by Jan 2027, it would give PM sufficient time to execute the option order in

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Adequate
- 2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

- Increase of impact to revenue service due to engine failures.
- Impact to shop availability due to increase of unscheduled maintenance for the failed engines.

Current Age: 8 Year(s) Standard Lifespan: 30 Year(s)

	BUDG	ET			CASH FLOW						
	AMOUNT	START	END								
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL		
DESIGN	\$0			1							
				2026	\$0	\$0	\$0	\$753,600	\$753,600		
ENVIRONMENTAL	\$0			4							
ROW ACQUISITION	\$0			-9							
				2027	\$753,600	\$753,600	\$753,600	\$753,600	\$3,014,400		
MATERIAL	\$12,000,000			1							
CONSTRUCTION	\$0			1							
				2028	\$1,318,800	\$1,318,800	\$1,318,800	\$1,318,800	\$5,275,200		
SPECIAL RAIL EQUIP	\$0			1							
FLAGGING	\$0			1							
BUS BRIDGES	\$0			2029	\$1,130,400	\$1,130,400	\$1,130,400	\$1,130,400	\$4,521,600		
CLOSE OUT	\$0			1							
DBE/LABOR	\$0			1							
				2030	\$376,800	\$376,800	\$376,800	\$376,800	\$1,507,200		
PROJECT MANAGEMENT				1							
* P.M STAFF	\$657,000										
				2031	\$0	\$0	\$0	\$0	\$0		
* SUPPORT STAFF	\$263,000			1							
* CONSULTANT	\$186,000			1							
				Cash Flo	w is constructed	based on overa	all % of project	completion as o	determined by		
CONTINGENCY	\$1,966,000				management off	ice. 1st year = 5	5%; 2nd year = 1	35%; 3rd year =	30%; 4th		
TOTAL	\$15,072,000	1		year = 30	J%						

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal Year

5.d

BLEICHK PROJECT# 3235.00

PROJECT: METROLINK COMMUNICATION SYSTEM OVERHAUL

TYPE: REHAB | NON-MRP **SCOPE**

- Communication System Power Supply Install (fleet-wide)
- · Interior destination screens
- Control Unit Upgrade
- · Side Destination Screen Control Unit Upgrade
- · Car built-in conductor PA.

Mile Posts: n/a Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES

- 1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 4. (Goal 4: Retain and Grow Ridership) Increase system utilization

JUSTIFICATION

TOTAL

- Heavily outdated technology in the communication control device ex) 512MB CF card. This issue is in all control device.
- · Newly upgraded control system will be required for advanced features such as interior side destination and so on.

RANKING // PROJECT READINESS

RISKS CAUSING PROJECT DELAY

- 1. Condition of Asset..... Marginal
- 2. System Impact High

The product was delivered back in 2010. The malfunction rate on the control system and maintenance attention has been increasing continuously. Due to the age of the product, it is projected to have multiple unscheduled maintenance instances. The need of the interior panels seems very useful for passenger convenience.

RISK CREATED BY NON-IMPLEMENTATION

- Degradation in the performance of the communication system.
- Impact to car availability as the system is mandatory for the revenue service operation

\$1,001,000

Current Age: 15 Year(s) Standard Lifespan: 15 Year(s

Current Age. 15 rear(s) 5						2.20.5							
	BUDGET					CASH	FLOW						
	AMOUNT	START	END										
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL				
DESIGN	\$0												
				2026	\$0	\$0	\$0	\$0	\$0				
ENVIRONMENTAL	\$0												
ROW ACQUISITION	\$0												
				2027	\$50,050	\$50,050	\$50,050	\$50,050	\$200,200				
MATERIAL	\$650,000												
CONSTRUCTION	\$0												
				2028	\$75,075	\$75,075	\$75,075	\$75,075	\$300,300				
SPECIAL RAIL EQUIP	\$0												
FLAGGING	\$0												
BUS BRIDGES	\$0			2029	\$100,100	\$100,100	\$100,100	\$100,100	\$400,400				
CLOSE OUT	\$20,000												
DBE/LABOR	\$30,000												
				2030	\$25,025	\$25,025	\$25,025	\$25,025	\$100,100				
PROJECT MANAGEMENT													
* P.M STAFF	\$70,000												
				2031	\$0	\$0	\$0	\$0	\$0				
* SUPPORT STAFF	\$20,000												
* CONSULTANT	\$120,000												
					is constructed b			•					
CONTINGENCY	\$91,000			project ma	anagement office	e. 1st year = 5%	; 2nd year = 359	%; 3rd year = 30 ^o	%; 4th year =				
	4	•		50/0									

5.d

BLEICHK PROJECT# 3237.00

PROJECT: CAR END-DOOR SYSTEM IMPROVEMENT

TYPE: REHAB | NON-MRP SCOPE

- · Improvement in passengers' comfort in opening end-door of Bombardier & Talgo-SYSTRA cars.
- New design on the end-door mechanism.
- · All legacy Bombardier car and Talgo-SYSTRA car.

Mile Posts: n/a

CONTINGENCY

TOTAL

Division: All County: ALL Asset Type: Rolling Stock

RISKS CAUSING PROJECT DELAY OBJECTIVES

- 1. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION RANKING // PROJECT READINESS 1. Condition of Asset..... Marginal

One of the major complaints from the passengers is the end-door being difficult to operate. Hyundai-Rotem cars had a resolution applied with a project and delivered a new design to the system for around 30% improvement in the end-door operation. This project is to cover the rest o the fleet - legacy Bombardier cars and Talgo-SYSTRA rebuilt cars.

2. System Impact..... Average

such satisfactory outcome to the agency.

It is very true that current end door system in Bombardier and even Talgo-SYSTRA passenger cars requires a significant amount of force to open. This can present a safety issue for passengers traveling between train cars. To mitigate the issue for improving the system, it would require new design on the end-door system. This requested project will bring a new design and deliver a product to reduce the force required to open end doors therefore providing convenience to the customer as well as ensuring safety for any emergency

case. A similar project is active on the Rotem rail car fleet which resulted in

project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year

RISK CREATED BY NON-IMPLEMENTATION

Continuous complaint from the passengers. Impact to safe operation when it is needed in any emergency

\$42,000

\$454,000

Current Age: 33 Year(s) Standard Lifesnan: 30 Year(s

Current Age: 33 Year(s) St	andard Lifespan: 30 Yea	ır(s							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			FY	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$56,750	\$56,750	\$56,750	\$56,750	\$227,000
MATERIAL	\$270,000								
CONSTRUCTION	\$0								
				2028	\$56,750	\$56,750	\$56,750	\$56,750	\$227,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$2,000								
DBE/LABOR	\$5,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$25,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$10,000								
* CONSULTANT	\$100,000								
				Cash Flow	is constructed ba	ased on overall	% of project co	mpletion as det	ermined by

30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal Year

GORGYOUSA PROJECT# 3239.00

5.d

PROJECT: LAUS BACKUP GENERATOR REPLACEMENT

SCOPE TYPE: REHAB | NON-MRP

Replace 2 1995 and 1996 back-up generators providing backup power to LAUS switches, signaling and comm shelter.

Olympian 95A01920-S 1995

Olympian 96A04252-S 1996

Mile Posts: n/a Division: All County: ALL Asset Type: Facilities

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 2. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 3. (Goal 3: Invest in People and Assets) Maintain State of Good Repair

JUSTIFICATION

CONTINGENCY

TOTAL

Based on the report provided to SCRRA in 2023 by the generator maintenance contractor, the requested two generators have only 0-5 year life expectancy due to condition, availability of replacement parts and critical nature of the location. We had a similar unit failed at CMF, when under load in 2016 causing internal damage to the motor. It not cost effective to overhaul this size and type of generators and due to new AQMD regulation, more appropriate and cost effective to replace them with new one.

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... High

It is very concerning that the impact to the operation of any revenue trains in I Union Station will be significant if the back-up generators do not function when it is needed. The generators were delivered almost 30 years ago. It is highly recommended to 100% replace the generators even if they are back-up.

RISK CREATED BY NON-IMPLEMENTATION

Catastrophic failure of the generator(s) during a power outage can bring LAUS rail traffic to a halt after UPS batteries are depleted.

\$30,000

\$327,000

Current Age: 30 Year(s) Standard Lifespan: 25 Year(s)

Current Age: 30 Year(s) St	andard Lifespan: 25 Yea	r(s							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TOTA</u>
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$77,662	\$77,662	\$77,662	\$77,664	\$310,65
MATERIAL	\$200,000								
CONSTRUCTION	\$75,000								
				2028	\$4,088	\$4,088	\$4,088	\$4,086	\$16,35
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$5,000								
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$
CLOSE OUT	\$4,000								
DBE/LABOR	\$3,000								
				2030	\$0	\$0	\$0	\$0	\$
PROJECT MANAGEMENT									
* P.M STAFF	\$4,000								
				2031	\$0	\$0	\$0	\$0	\$
* SUPPORT STAFF	\$6,000								
* CONSULTANT	\$0								

Cash Flow is constructed based on overall % of project completion as determined by project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal Year

Packet Pg. 112

PROJECT: MOW - ROLLING STOCK TRAPEZE

TYPE: REHAB | MRP SCOPE

EAM Application - Role: Administrator to support EAM Application. In support of the Agency's EAM efforts and system wide roll out of Trapeze, IT requires consultant support until a permanent position is filled. This initial funding will cover approximately two years of FTE support.

A. As an administrator of EAM application, support all user groups that uses different modules of application.

B. Dispatch Operations team - Major and minor schedule changes, equipment cycles, training to new dispatch team members, refresher training and any issues related dispatching of trips. Also helps with Incident management module by automating Delay creation, entering new Delay codes, retiring existing delay codes etc.

C. Mechanical (Rolling stock) team – Helps Rolling stock team with equipment maintenance like PM (Preventive Maintenance) and Repair work orders. Setting new PM schedules, changes to existing

schedules, new reports, and training. Helps Alstom team with any issues related to EAM application.

D. Material management team – Helps materials team with Inventory counts, reports and any issue with application, receiving and PO interfaces.

E. Facilities team – Helps Facilities team with PM schedules, Asset configuration, parent-child relation setups and any issues with Mobile focus app

F. MOW (Maintenance of Way) Team - Communications and Structures team are recently gone live with EAM application. Helps these team with any issues with PM work orders, general application issues and training.

Mile Posts: n/a

Division: All County: ALL Asset Type: Information Technology

RISKS CAUSING PROJECT DELAY

RANKING // PROJECT READINESS

2. System Impact..... High

OBJECTIVES

- 1. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 7: Improve Organizational Efficiency) Clearly define staff roles and responsibilities

JUSTIFICATION

We need a backup resource for trapeze application support. From the start of this software implementation back in 2022, there has been a heavy reliance on the (1) Integrated Digital & Technology Services (IDTS) EAM Architect staff to provide the application support for database administration, assisting with loading asset inventories, refining maintenance inspections, adjusting inspection cycles, reviewing and validating new asset data, creating interfaces, scheduled reporting, adhoc reporting, training, investigating and/or responding to user product support calls and inquiries, and supporting the execution and rollout of new system workflows. The lack of agency technical staff was a known risk at the start of this EAM effort; however, the project team has utilized external contractor resources to backfill and provide the necessary support to keep the project progressing forward.

However, as the project team continues to build out the Trapeze EAM System across the remaining MoW and the Rolling Stock Service and Inspection (S&I) Teams, the number of end-users is expected to significantly increase. The additional MoW end-users are currently utilizing a Herzog purchased software known as TrackAsset and is supported by a separate software vendor. To date, there are approximately 116 end-users spanning across the agencies administration and operations departments. With the addition of the MoW and Rolling Stock S&I Teams, the number of end users is expected o grow to nearly 335 or a 189 percent increase by the end of fiscal year 2026.

As the agency transitions to a post go-live support role it highly recommended to increase the level of technical application support staff commensurate to the increase in workload that is anticipated with the addition of 6 new business units. In addition to the increased number of business units and user population, there is a greater level of technical expertise requir to manage the complexities of MoW teams. This is due in part because some MoW teams such as the Signals team are regulated by the Federal Rail Administration and their workflows and inspections receive a high level of scrutiny and are subject to regular audits. There are also several million more assets, asset components, and sub elements, that require a high degree of asset management and administration, which the agency has not had to oversee in the past. It is not feasible to manage these groups with the level of existing IDTS support who lacks the technical background to support these new MoW business units. As a result, the Operations Division is requesting the equivalent of (2) additional application specialist who have relevant business unit knowledge and technical expertise to support the Trapeze EAM end-users to ensure optimal system performance and to mitigate any down time.

RISK CREATED BY NON-IMPLEMENTATION

Major operational impact. And due to strict Federal Rail Administration requirements, some of these groups can't afford any downtime when they call for support. The lack of agency technical staff was a known risk at the start of this EAM effort;

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

		BUDGET				CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0			il l					
ROW ACQUISITION	\$0			1					
				2027	\$51,750	\$51,750	\$51,750	\$51,750	\$207,000
MATERIAL	\$0			1					
CONSTRUCTION	\$350,000			1					
				2028	\$51,750	\$51,750	\$51,750	\$51,750	\$207,000
SPECIAL RAIL EQUIP	\$0			1					
FLAGGING	\$0			1					
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$0			1					
DBE/LABOR	\$5,000			1					
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT				1					
* P.M STAFF	\$14,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$21,000			1					
* CONSULTANT	\$0			1					
					is constructed b				
CONTINGENCY	\$24,000			'' project ma = 30%	nagement office	e. 1st year = 5%	; 2nd year = 35	%; 3rd year = 3	0%; 4th year
TOTAL	\$414.000			- 30%					

PROJECT: SOGR_FY26_VALLEY_TUNNEL 25 DESIGN

SCOPE TYPE: REHAB | NON-MRP |

BUDGET DECREASED BY 8%; SCOPE STILL TO BE DECREASED ACCORDINGLY.

Tunnel 25 Track and Drainage improvements (TO BE FILLED IN WHEN FEASIBILITY STUDY IS COMPLETE). Need \$5M upfront for geo test testing/drilling, and design for slab track section. The total project cost will be around \$40M.

BUDGET DECREASED from \$5M to \$4.6M; SCOPE MAY NEED TO BE ADJUSTED.

Mile Posts: 3.67 - 76.63 Division: Valley County: LA Asset Type: Structures

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

TOTAL

Structures rehabilitation identified by the Metrolink Rehabilitation Plan (MRP) includes Bridges. Culverts and Tunnels. The need has been identified because the assets have fallen below s State of Good Repair and are in need of rehabilitation based on limits set by SCRRA staff and industry standards.

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

\$4.600.000

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... High

	BUDGET					CASH	IFLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$4,000,000			•					
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$287,500	\$287,500	\$287,500	\$287,500	\$1,150,000
MATERIAL	\$0								
CONSTRUCTION	\$0								
				2028	\$575,000	\$575,000	\$575,000	\$575,000	\$2,300,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$287,500	\$287,500	\$287,500	\$287,500	\$1,150,000
CLOSE OUT	\$0								
DBE/LABOR	\$0								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$140,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$44,000								
* CONSULTANT	\$75,000								
					is constructed l				
CONTINGENCY	\$341,000			by project year = 309	t management o %	TTICE. 1st year :	= 5%; 2nd year	= 35%; 3rd yea	r = 30%; 4th
TOTAL	¢4.000.000			, 50	-				

5.d

HAD PROJECT# 3266.00

PROJECT: HYUNDAI-ROTEM RAILCAR OVERHAUL

SCOPE TYPE: REHAB | M

BUDGET DECREASED BY 60%; SCOPE STILL TO BE DECREASED ACCORDINGLY.

- · General overhaul on board system such as truck, brake system, coupler, diaphragm, windows, restroom, rubber floor, exterior scheme, next generation door engine, etc.
- · Upgrades onboard system convenience outlet at every seat, door obstacle detection system, etc.

BUDGET DECREASED from \$25M to \$10M; SCOPE NEEDS TO BE ADJUSTED.

Mile Posts: n/a Division: All County: ALL Asset Type: Rolling Stock

RISKS CAUSING PROJECT DELAY OBJECTIVES

- 1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

JUSTIFICATION RANKING // PROJECT READINESS

Hyundai-Rotem fleet will hit 15 years of mid-life next year, 2025. The overhaul will be required to operate the cars safely and reliably.

1. Condition of Asset..... Adequate 2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

Increase of impact to revenue service due to increase in unscheduled maintenance on degraded equipment.

\$10,008,000

TOTAL

Current Age: 15 Year(s)	Standard Lifespan: 30 Ye	ar(s)							
	BUD	GET				CASH	l FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TO</u>
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$500,400	\$500
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$500,400	\$500,400	\$500,400	\$500,400	\$2,001
MATERIAL	\$7,670,000								
CONSTRUCTION	\$0								
				2028	\$875,700	\$875,700	\$875,700	\$875,700	\$3,502
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$750,600	\$750,600	\$750,600	\$750,600	\$3,002
CLOSE OUT	\$33,000								
DBE/LABOR	\$25,000								
				2030	\$250,200	\$250,200	\$250,200	\$250,200	\$1,000
PROJECT MANAGEMENT									
* P.M STAFF	\$420,000								
				2031	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$175,000								
* CONSULTANT	\$775,000								
				Cash Flov	v is constructed I	based on overal	II % of project c	ompletion as o	letermine
CONTINGENCY	\$910,000			project m	anagement offic	ce. 1st year = 59	%; 2nd year = 3	5%; 3rd year =	30%; 4th
				vear = 30	%				

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT: SOGR_FY26_SYSTEMWIDE TRACK REHABILITATION_RAIL GRINDING/SURFACING

TYPE: REHAB | MRP **SCOPE**

Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog.

- Rail Grinding: ongoing systemwide program (~\$1.5M)
- Surfacing Program to restore track profiles and cross sections (~\$2M)
- Vac Truck: Cleaning fouled ballast at select systemwide (~\$1.5M)

Mile Posts: n/a

Division: All County: ALL Asset Type: Track **RISKS CAUSING PROJECT DELAY**

2. System Impact..... High

OBJECTIVES

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

TOTAL

RANKING // PROJECT READINESS Track rehabilitation is identified by the Metrolink Rehabilitation Plan (MRP) and aligns with the 1. Condition of Asset..... Worn

combined track & signals maintenance RFP scope and implementation. Rail Grinding and surfacing addresses "rolling contact fatigue" (RCF) resulting in rail life savings. This work also addresses noise concerns and positively impacts ride quality. ADDRESSES BACKLOG

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years. Per FRA CFR 213 standards would require

\$5,000,000

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s

	BUDGET			CASH FLOW						
	AMOUNT	START	END							
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL	
DESIGN	\$0									
				2026	\$0	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0									
ROW ACQUISITION	\$0									
				2027	\$187,500	\$187,500	\$187,500	\$187,500	\$750,000	
MATERIAL	\$75,000									
CONSTRUCTION	\$4,550,000									
				2028	\$875,000	\$875,000	\$875,000	\$875,000	\$3,500,000	
SPECIAL RAIL EQUIP	\$0									
FLAGGING	\$0									
BUS BRIDGES	\$0			2029	\$187,500	\$187,500	\$187,500	\$187,500	\$750,000	
CLOSE OUT	\$0									
DBE/LABOR	\$13,000									
				2030	\$0	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT										
* P.M STAFF	\$70,000									
				2031	\$0	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$53,000									
* CONSULTANT	\$0									
				Cash Flow	v is constructed	based on overa	ıll % of project	completion as	determined	
CONTINGENCY	\$239,000				t management o	office. 1st year	= 5%; 2nd year	r = 35%; 3rd ye	ear = 30%; 4th	
TOTAL	¢5,000,000			year = 30	%					

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal Year

PROJECT: ORANGE SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

TYPE: REHAB | MRP **SCOPE**

Orange Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.

Mile Posts: 165.06 - 207.36 Division: Orange County: OC Asset Type: Communications

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 4. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer

JUSTIFICATION **RANKING // PROJECT READINESS**

- 1. Condition of Asset..... Marginal
- 2. System Impact..... High

Over the last 25 years, SCRRA's Communications systems has infrastructure has evolved and grown to keep pace with the technological demands of the railroad operations. Many components of the Communications Systems have exceeded their en of-life cycle. To Maintain and upgrade the Communications Systems requires continual assessments of the state of the system components in order to prioritize the system rehab efforts.

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

Current Age: 24 Year(s) St	andard Lifespan: 15 Year	(s							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$40,000								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$36,000	\$36,000	\$36,000	\$36,000	\$144,000
MATERIAL	\$120,000								
CONSTRUCTION	\$227,000								
				2028	\$48,000	\$48,000	\$48,000	\$48,000	\$192,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$36,000	\$36,000	\$36,000	\$36,000	\$144,000
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$44,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$16,000			'					
* CONSULTANT	\$0								
					is constructed ba			•	
CONTINGENCY	\$28,000			project ma 30%	nagement office	. 1st year = 5%;	2nd year = 35%	; 3rd year = 309	%; 4th year =
TOTAL	\$480,000			3070					

PROJECT: CMF ROOF REPLACEMENT

TYPE: REHAB | MRP | SCOPE

Replace dilapidated roofs at CMF they are beyond their useful life and repair.

Phase 1 - Modified Bitumen: material control and office flat roofs, all cutters, removal of decommissioned HVAC equipment. \$1.8M

Mile Posts: n/a Division: All County: ALL Asset Type: Facilities

OBJECTIVES

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 3: Invest in People and Assets) Reduce employee turnover
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

JUSTIFICATION

Every year we have outside contractor address leaks on the flat roofs several times during the season. They typically only provide 90 day warranties. Every repair range from \$10k to \$25K. Last year we spend \$43k in CMF flat roofs repairs. In previous 3 we spend between \$25-35K every season, not to mention repairs to interior damages caused by leaks from ceiling tiles next to Leslie's and Linda's cubicles to window frame The proposal was submitted by the maintenance team at the last minute within drywall repairs at Manny's office.

We spend about \$30K to extend life of progressive shop metal roof, patching rusted holes in the roof.

RISK CREATED BY NON-IMPLEMENTATION

Major interior damage causing office space deemed unusable for extended amount time or damage to material control inventory sensitive to moisture. Ongoing, unnecessary operational cost.

Current Age: 33 Year(s) Standard Lifespan: 30 Year(s

RANKING // PROJECT READINESS

RISKS CAUSING PROJECT DELAY

- 1. Condition of Asset..... Marginal
- 2. System Impact..... Average

The facilities project manager lacks sufficient information about the project. the project proposal timeframe, which did not allow adequate time to evaluate the project's necessity and level of criticality. During the asset assessment conducted in July/August, the roof condition appeared to be satisfactory, with some patchwork completed by the maintenance team. However, the maintenance team later emphasized the issue as a significant problem at the last moment, requiring more time for a thorough assessment and proper determination of the requested funding amount. The project manager believes

	BUDGET			CASH FLOW							
	AMOUNT	START	END								
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL		
DESIGN	\$65,000			1							
				2026	\$0	\$0	\$0	\$73,150	\$73,150		
ENVIRONMENTAL	\$0			1							
ROW ACQUISITION	\$0			1							
				2027	\$73,150	\$73,150	\$73,150	\$73,150	\$292,600		
MATERIAL	\$0			1							
CONSTRUCTION	\$1,200,000			1							
				2028	\$128,012	\$128,012	\$128,012	\$128,014	\$512,050		
SPECIAL RAIL EQUIP	\$0			1							
FLAGGING	\$0			1							
BUS BRIDGES	\$0			2029	\$109,725	\$109,725	\$109,725	\$109,725	\$438,900		
CLOSE OUT	\$15,000			1							
DBE/LABOR	\$10,000			1							
				2030	\$36,575	\$36,575	\$36,575	\$36,575	\$146,300		
PROJECT MANAGEMENT											
* P.M STAFF	\$18,000										
				2031	\$0	\$0	\$0	\$0	\$0		
* SUPPORT STAFF	\$22,000			1							
* CONSULTANT	\$0			1							
					is constructed b						
CONTINGENCY	\$133,000			project ma = 30%	anagement office	e. 1st year = 5%	; 2nd year = 35	%; 3rd year = 30	%; 4th year		
TOTAL	\$1,463,000			= 30%							



PROJECT: SAN GABRIEL SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

SCOPE TYPE: REHAB | MRP |

San Gabriel Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: -Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.

Mile Posts: 2.4 - 57.7 Division: San Gabriel County: LA / SB Asset Type: Communications

OBJECTIVES

- 1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 4. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints about Metrolink communications

JUSTIFICATION

Over the last 25 years, SCRRA's Communications systems has infrastructure has evolved and grown to keep pace with the technological demands of the railroad operations. Many components of the Communications Systems have exceeded their end-of-life cycle. To Maintain and upgrade the Communications Systems requires continual assessments of the state of the system components in order to prioritize the system rehab efforts.

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

Standard Lifespan: 15 Year(s Current Age: 24 Year(s)

RANKING // PROJECT READINESS

RISKS CAUSING PROJECT DELAY

- Condition of Asset..... Marginal
- 2. System Impact..... Average

Current Age: 24 Year(s)	Standard Lifespan: 15 Ye	ear(s							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TOTAL</u>
DESIGN	\$60,000								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$47,925	\$47,925	\$47,925	\$47,925	\$191,700
MATERIAL	\$150,000								
CONSTRUCTION	\$325,000								
				2028	\$63,900	\$63,900	\$63,900	\$63,900	\$255,600
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$47,925	\$47,925	\$47,925	\$47,925	\$191,700
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$44,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$18,000								
* CONSULTANT	\$0								
					is constructed I				
CONTINGENCY	\$37,000				management o	ffice. 1st year	= 5%; 2nd year	= 35%; 3rd yea	ır = 30%; 4th
TOTAL	\$639,000			year = 30%	o .				

PROJECT: RIVER SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

TYPE: REHAB | M **SCOPE**

River Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Conti (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency 9 Maintenance Contractors and Construction Contractors.

Mile Posts: 0.0 - 3.5

OBJECTIVES

Division: River County: LA Asset Type: Communications

RISKS CAUSING PROJECT DELAY

1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 3. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 4. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints

RANKING // PROJECT READINESS **JUSTIFICATION**

Over the last 25 years, SCRRA's Communications systems has infrastructure has evolved and grown to keep pace with the technological demands of the railroad operations. Many components of 2. System Impact...... Average the Communications Systems have exceeded their end-of-life cycle. To Maintain and upgrade the Communications Systems requires continual assessments of the state of the system components in order to prioritize the system rehab efforts.

1. Condition of Asset..... Marginal

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

Standard Lifespan: 15 Year(s

Current Age: 24 Year(s) S	Standard Lifespan: 15 Ye	ar(s							
	BUDGET	Γ				CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>TO</u>
DESIGN	\$10,000								
				2026	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0			1					
				2027	\$18,150	\$18,150	\$18,150	\$18,150	\$72
MATERIAL	\$66,000								
CONSTRUCTION	\$105,000								
				2028	\$24,200	\$24,200	\$24,200	\$24,200	\$96
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0			1					
BUS BRIDGES	\$0			2029	\$18,150	\$18,150	\$18,150	\$18,150	\$72
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
				2030	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT				1					
* P.M STAFF	\$23,000								
				2031	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$14,000								
* CONSULTANT	\$5,000			1					
					is constructed I				
CONTINGENCY	\$14,000				management o	ffice. 1st year	= 5%; 2nd year	= 35%; 3rd yea	r = 30%
TOTAL	\$242,000			year = 30%	′ 0				

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal

PROJECT: VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

TYPE: REHAB | MR **SCOPE**

Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Co (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency 9 Maintenance Contractors and Construction Contractors.

Mile Posts: 426.4 - 441.24

Division: Ventura - VC County County: VN Asset Type: Communicatio

OBJECTIVES

- 1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 4. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints about Metrolink communications

JUSTIFICATION

TOTAL

Over the last 25 years, SCRRA's Communications systems has infrastructure has evolved and grown to keep pace with the technological demands of the railroad operations. Many components of the Communications Systems have exceeded their end-of-life cycle. To Maintain and upgrade the Communications Systems requires continual assessments of the state of the system components in order to prioritize the system rehab efforts.

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

\$332,000

RISK CREATED BY NON-IMPLEMENTATION

RANKING // PROJECT READINESS

RISKS CAUSING PROJECT DELAY

- Condition of Asset..... Marginal
- 2. System Impact..... Average

Current Age: 24 Year(s)	Standard Lifespan: 15 Ye	ear(s							
	BUDGET	Γ				CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOT.
DESIGN	\$30,000								
				2026	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$24,900	\$24,900	\$24,900	\$24,900	\$99,€
MATERIAL	\$115,000								'
CONSTRUCTION	\$136,000								
				2028	\$33,200	\$33,200	\$33,200	\$33,200	\$132,8
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$24,900	\$24,900	\$24,900	\$24,900	\$99,€
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
				2030	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT									
* P.M STAFF	\$21,000								
				2031	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$9,000								
* CONSULTANT	\$0								
				Cash Flow	is constructed l	based on overa	II % of project of	completion as	determine
CONTINGENCY	\$16.000			by project	management o	ffice. 1st year	= 5%; 2nd year	= 35%; 3rd yea	ar = 30%; ،

year = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request

5.d CONLEYD PROJECT# 3276.00

PROJECT: VALLEY SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION

TYPE: REHAB | MRP SCOPE

Mile Posts: 3.5 - 76.54

Division: Valley County: ALL Asset Type: Communications

OBJECTIVES

- 1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 4. (Goal 4: Retain and Grow Ridership) Increase system utilization

JUSTIFICATION

CONTINGENCY

TOTAL

Over the last 25 years, SCRRA's Communications systems has infrastructure has evolved and grown to

keep pace with the technological demands of the railroad operations. Many components of the Communications Systems have exceeded their end-of-life cycle. To Maintain and upgrade the Communications Systems requires continual assessments of the state of the system components in order to prioritize the system rehab efforts.

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

\$26,000

\$450,000

Current Age: 24 Year(s) Standard Lifespan: 15 Year(s)

RANKING // PROJECT READINESS

RISKS CAUSING PROJECT DELAY

- 1. Condition of Asset..... Marginal
- 2. System Impact..... Average

BUDGET AMOUNT START END			CASH FLOW					
			071011					
CONTRACT PACKAGING \$0	<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTA		
DESIGN \$50,000								
	2026	\$0	\$0	\$0	\$0	\$(
ENVIRONMENTAL \$0								
ROW ACQUISITION \$0								
	2027	\$33,750	\$33,750	\$33,750	\$33,750	\$135,000		
MATERIAL \$130,000								
CONSTRUCTION \$179,000								
	2028	\$45,000	\$45,000	\$45,000	\$45,000	\$180,000		
SPECIAL RAIL EQUIP \$0								
FLAGGING \$0								
BUS BRIDGES \$0	2029	\$33,750	\$33,750	\$33,750	\$33,750	\$135,000		
CLOSE OUT \$0								
DBE/LABOR \$5,000								
	2030	\$0	\$0	\$0	\$0	\$(
PROJECT MANAGEMENT								
* P.M STAFF \$44,000								
	2031	\$0	\$0	\$0	\$0	\$(
* SUPPORT STAFF \$16,000								
* CONSULTANT \$0								

ear = 30%

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal Year Cash Flow is constructed based on overall % of project completion as determined by

project management office. 1st year = 5%; 2nd year = 35%; 3rd year = 30%; 4th

Riverside Line Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: Customer Information Systems - Shelter Environmental Subsystems. Specifically (PEDELY, WEST CORONA, NORTH MAIN CORONA, LA SIERRA STATIONS) Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors. Note: cut EAST ONTARIO station from this scope as it resides in SB County.

Mile Posts: 26.6 BNSF / 41.6 UP - 24.1 BNSF / 49.6

Division: Riverside County: RV Asset Type: Communications

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 4. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 5. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints about Metrolink communications

TOTAL

JUSTIFICATION **RANKING // PROJECT READINESS**

The Customer Information Systems (CIS), both audio and visual, at these stations are the original equipment | 1. Condition of Asset..... Worn installed when the stations first open and are below current SCRRA standards. They also do not include the LCD Monitors that show upcoming train arrivals. Traditionally, SCRRA has not requested Agency funding for Communications (or any other assets) at these stations since they are adjacent to track that is not owned or maintained by Metrolink.

2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed.

\$368,000

Current Ago: 20 Voor(c) Standard Lifecton: 15 Voor(c)

Current Age: 29 Year(s)	Standard Lifespan: 15 Ye	ar(s)							
	BUD	GET				CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$40,000								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$27,600	\$27,600	\$27,600	\$27,600	\$110,400
MATERIAL	\$90,000								
CONSTRUCTION	\$160,000								
				2028	\$36,800	\$36,800	\$36,800	\$36,800	\$147,200
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$27,600	\$27,600	\$27,600	\$27,600	\$110,400
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$28,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$14,000								
* CONSULTANT	\$10,000								
				Cash Flov	w is constructed b	pased on overa	II % of project o	ompletion as o	letermined
CONTINGENCY	\$21,000				ct management o			•	
1	7/			vear = 30	1%				

ear = 30%

5.d

PROJECT: LOS ANGELES FREIGHT ROW CIS, SYSTEMS REHABILITATION

SCOPE TYPE: REHAB | MRF

LOS ANGELES FREIGHT ROW Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog for the Customer Information Systems - Video Surveillance and Security Systems. SPECIFICALLY LOOKING TO UPGRADE CUSTOMER INFORMATION SYSTEMS AT (COMMERCE, MONTEBELLO AND INDUSTRY STATIONS) FOR FY26. Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Constructic Contractors

Mile Posts: 2.1 UP - 25 UP

Division: Freight RR ROW County: LA Asset Type: Communications

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 4. (Goal 4: Retain and Grow Ridership) Increase system utilization
- (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints about Metrolink communications

JUSTIFICATION

TOTAL

The Customer Information Systems (CIS), both audio and visual, at these stations are the original equipment installed when the stations first open and are below current SCRRA standards. They also do not include the LCD Monitors that show upcoming train arrivals. Traditionally, SCRRA has not requested Agency funding for Communications (or any other assets) at these stations since they are adjacent to track that is not owned or maintained by Metrolink.

RANKING // PROJECT READINESS

- 1. Condition of Asset..... Worn
- 2. System Impact..... Average

RISK CREATED BY NON-IMPLEMENTATION

Communication System failures and resulting impacts to train operation could be the result of not implementing the maintenance and upgrades that are needed

\$450,000

Standard Lifesnan: 15 Vear(s)

Current Age: 29 Year(s)	Standard Lifespan: 15 Yea	ar(s)							
	BUDG	ET				CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTA
DESIGN	\$40,000			1					
				2026	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0			1					
ROW ACQUISITION	\$0			1					
				2027	\$33,750	\$33,750	\$33,750	\$33,750	\$135,0
MATERIAL	\$120,000			1					
CONSTRUCTION	\$200,000			1					
				2028	\$45,000	\$45,000	\$45,000	\$45,000	\$180,0
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$33,750	\$33,750	\$33,750	\$33,750	\$135,0
CLOSE OUT	\$0								
DBE/LABOR	\$0								
				2030	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT				1					
* P.M STAFF	\$14,000								
				2031	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$35,000								
* CONSULTANT	\$15,000								
					is constructed b				
CONTINGENCY	\$26,000			project ma	nagement offic	e. 1st year = 5%	6; 2nd year = 35	5%; 3rd year = 3	30%; 4th

ear = 30%

5.d

HAD PROJECT# 3365.00

PROJECT: MP36 LOCOMOTIVE SERVICE LIFE EXTENSION & REPAIR

TYPE: REHAB | MRP | SCOPE

BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY.

The MP36 OOS & Service Life Extension project is scoped to send 4 "base" units in for Heavy Repair to allow them to return to service.

The ask of \$12.4M being requested for FY-26 will allow us to overhaul the entire fleet and extend the life of the fleet by 15 more years. With the inclusion of this ask of \$12.5M w will be able to overhaul all the units and be ready for the Olympics.

The prior funding associated with this project is as follows:

FY21 = \$1M

FY23 = \$3.6M

FY24 = \$3.6M

FY25 = \$8.316M

This is an ongoing program with the current funding associated with procurement that is expected to be executed by May 2025.

Mile Posts: n/a Division: All County: ALL Asset Type: Rolling Stock

RISKS CAUSING PROJECT DELAY OBJECTIVES

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION RANKING // PROJECT READINESS

· This overhaul is intended for life extension and repair of out-of-service locomotive to support 2028 Olympic program with sufficient locomotive availability.

1. Condition of Asset..... Adequate

2. System Impact..... High

RISK CREATED BY NON-IMPLEMENTATION

· Increase of impact to revenue service due to increase in unscheduled maintenance on degraded equipment.

Current Age: 17 Year(s) S	tandard Lifespan: 30 Yea	r(s							
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$124,920	\$124,920	\$124,920	\$124,920	\$499,680
MATERIAL	\$4,775,000								
CONSTRUCTION	\$0								
				2028	\$312,300	\$312,300	\$312,300	\$312,300	\$1,249,200
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$515,295	\$515,295	\$515,295	\$515,295	\$2,061,180
CLOSE OUT	\$20,000								
DBE/LABOR	\$20,000								
				2030	\$437,220	\$437,220	\$437,220	\$437,220	\$1,748,880
PROJECT MANAGEMENT									
* P.M STAFF	\$300,000								
				2031	\$171,765	\$171,765	\$171,765	\$171,765	\$687,060
* SUPPORT STAFF	\$88,000								
* CONSULTANT	\$475,000								
					is constructed b				,
CONTINGENCY	\$568,000			project ma = 30%	anagement office	e. 1st year = 5%	; 2nd year = 35	%; 3rd year = 3	0%; 4th year
TOTAL	\$6,246,000			- 30/0					

Attachment: (Include) Attachment B - State of Good Repair FY 25/26 Projects List (11420 : SCRRA Preliminary Budget Request for Fiscal Year

FUNDINGS



PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3125	Capital	ALL	All	Information Technology	TIL Compliant IT Service Management Solution	Implement an ITIL-compliant IT Service Management solution to support the IDENTIFY critical cyber security domain of the National Institute of Standards and Technology Cyber Security Framework. Currently, IDTS is unable to maintain a comprehensive inventory of technology assets, critical functions, and cyber security risks to ensure their protection, and properly manage the services they provide.	\$231,000	\$109,725	\$45,738	\$25,641	\$33,264	\$16,632	\$0
3186	Capital	ALL	All	Information Technology	Enhance Network Infrastructure Security	Enhance the Network Infrastructure Security by implementing Software Firewalls in our Cloud Environments (Azure, AWS, etc) and introduce AI security products	\$236,000	\$112,100	\$46,728	\$26,196	\$33,984	\$16,992	\$0
3227	Capital	ALL	All	Rolling Stock	Smart Maintenance	 Rebuild the onboard maintenance system with sensor technology. Build wireless network infrastructure in Metrolink rolling stock . Connection capacity to onboard system that could be delivered by other projects such as CCTV, DVR and so on. Develop software for wireless maintenance and connection to the onboard systems. 	\$5,005,000	\$2,377,375	\$990,990	\$555,555	\$720,720	\$360,360	\$0
3228	Capital	ALL	All	Facilities	LAUS West Portal Customer Service Office Refurbishment	 Expand the West Portal ticketing and lost and found offices, provide necessary office space Increase the number of windows and the frontage of the ticketing office at Los Angeles Union Station There will be refurbishment will increase capacity for the 12 to 15 FTE's that work at this location. Current capacity is only 250 Sq Feet. There has been a similar request in FY-25 (Proposal 2883) for \$786,000. The budget requested for FY-26 is for additional funds to complete the project 	\$416,000	\$197,600	\$82,368	\$46,176	\$59,904	\$29,952	\$0

PROJECT #	ТҮРЕ	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3232	Capital	ALL	All	Non-Revenue Fleet	Mobile Train Dispatch Operations Center	Procure and upfit a mobile dispatch trailer with appropriate equipment and software capable to being trailered by F550 or similar truck, procured by this project. The mobile train dispatch center equips SCRRA with the ability to execute remote train dispatch over all SCRRA lines, independent of the DOC and MOC. This flexibility also enables the mobile center to be relocated throughout the Southern California region to cater to events that necessitate key staff to operate away from Pomona, CA The existing SCRRA infrastructure encompasses two critical facilities, which are the exclusive means of dispatching trains across the system, located within a half-mile radius of each other and on the same electrical utility feed. In the event of a natural disaster, terrorist attack, or a cyber-attack that compromises this specific area or assets, it poses a significant risk of halting all SCRRA rail operations across Southern California. Mobile dispatching provides system resiliency and frees up much needed office space at MOC to convert to engineering offices, moving remaining two Program Delivery departments from DOC to one building, MOC Cost includes: Mobile fifth wheel Dispatch Center, servers, furniture and monitors software license, F550 or similar truck, consultant for designs, training and construction, as well as consultant's design cost to convert MOC dispatch area into office space.		\$1,866,750	\$778,140	\$436,230	\$565,920	\$282,960	\$0
3240	Capital	ALL	All	Facilities	Construction of PTC Training Center	BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY. The construction of the PTC Training Center at the Melbourne facility will include the following features: A. Two PTC simulator rooms, with an instructor's room positioned between them, equipped with glass windows for direct observation of trainee activities. (one for F125, one for DMU/ZEMU) B. Two training rooms: one with a capacity of 25-30 people, and a smaller room for 8-12 people. Additionally, a lab offices with an access door to the PTC lab will be constructed. COSTS TO BE SPLIT 90% Systemwide / 10% ARROW funding (#3406) BUDGET DECREASED from \$4.3M to \$2.1M; SCOPE NEEDS TO BE ADJUSTED.		\$1,026,475	\$427,878	\$239,871	\$311,184	\$155,592	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC	OTHER
3265	Capital	ALL	All	Non-Revenue Fleet	Portable wheel true and rotor change out equipment acquisition	Procure and commission 1 Portable Wheel True lathe and 1 Rotor Change machine. Includes equipment and maintenance training for mechanical crew. 1. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and separation of cart or locomotive from the consist, cutting impact to operations form days to hours. This wheel true machine will also able to cut wheels for Arrow fleet, removing the need to remove and reinstall buggies, transport to them to CMF to wheel true and bring back to San Bernardino. Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. 2. Rotor change our machine will allow mechanical team to replace defect rotors from cars on the PM track without having to cut the defective car from the consist, shopping equipment for days. The equipment can be repaired during the service window at CMF. \$640K Project Total: To split 90% Agency (#3265) and 10% Arrow (#3405).	\$576,000	\$273,600	\$114,048	\$63,936	\$82,944	\$41,472	\$0
3270	Capital	ALL	All	Facilities	EV Infrastructure	•Feasiblility & Design Phase: Develop comprehensive drawings and plans for the EV charging infrastructure, including site layout, electrical specifications, and integration with existing facilities. This will involve coordination with utility providers and relevant stakeholders to ensure the infrastructure meets all operational and safety requirements. The project will also include preparation and submission of the necessary permit applications to local authorities and applications for applicable utility rebates and incentives. • Construction Phase: Build and install electric vehicle (EV) charging stations at designated Metrolink yards. This will include site preparation, installation of charging units, electrical connections, and integration with the existing power supply. The project aims to provide reliable and efficient charging facilities for the future electric Non-revenue fleet, supporting sustainability goals and enhancing operational efficiency across the Metrolink network.		\$1,021,725	\$425,898	\$238,761	\$309,744	\$154,872	\$0
3305	Capital	ALL	All	Business Systems	New Budget System	Modernized the SCRRA annual budget application (BRAIN)	\$872,000	\$414,200	\$172,656	\$96,792	\$125,568	\$62,784	\$0
						NEW CAPITAL TOTAL	\$15,578,000	\$7,399,550	\$3,084,444	\$1,729,158	\$2,243,232	\$1,121,616	\$0

PROJECT COUNT

COUNT



GROSMANV PROJECT# 31:

PROJECT: TIL COMPLIANT IT SERVICE MANAGEMENT SOLUTION

TYPE: CAPITAL | NON-MRP

Implement an ITIL-compliant IT Service Management solution to support the IDENTIFY critical cyber security domain of the National Institute of Standards and Technology Cyber Security Framework. Currently, IDTS is unable to maintain a comprehensive inventory of technology assets, critical functions, and cyber security risks to ensure their protection, and properly manage the services they provide.

Division: All County: ALL Asset Type: Information Technology Mile Posts: n/a RISKS CAUSING PROJECT DELAY

OBJECTIVES 1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

- 2. (Goal 6: Improve Communications to Customers and Stakeholders) Improve communication and partnership with stakeholders
- 3. (Goal 6: Improve Communications to Customers and Stakeholders) Reduce customer complaints about Metrolink communications
- 4. (Goal 7: Improve Organizational Efficiency) Clearly define staff roles and responsibilities

JUSTIFICATION

TOTAL

The need for this project arises from the critical necessity to enhance the cybersecurity posture and IT service 1. System Reliability..... Average management capabilities of the organization, specifically within the context of the National Institute of Standards 2. Ridership Increase..... Low and Technology (NIST) Cybersecurity Framework. Currently, the organization's IT Department faces significant challenges in maintaining a comprehensive inventory of technology assets, monitoring critical functions, and managing cyber risks. These challenges hinder the ability to effectively protect and secure the technology environment, which in turn impacts the delivery and quality of IT services to stakeholders.The implementation o an ITIL-compliant IT Service Management (ITSM) solution is essential to address these challenges by providing The ranking does apply to software. a structured, process-driven framework for managing IT services in alignment with both business objectives and cybersecurity standards. ITIL, as a globally recognized best practice framework, will enable IDTS to establish standardized processes for managing the complete lifecycle of IT services—from service design and transition to operation and continual improvement.

The proposed ITSM solution will directly support the "Identify" domain of the NIST Cybersecurity Framework by enabling the organization to maintain a complete, up-to-date inventory of IT assets and their associated risks This will facilitate the identification of critical assets, vulnerabilities, and dependencies, allowing for more effective risk management and the establishment of appropriate controls. By improving visibility into the IT landscape and enhancing the management of services, the organization will be better positioned to protect its systems and data, detect potential threats, and respond to incidents with greater agility. In addition to the cybersecurity benefits, this solution will enable IDTS to optimize service delivery, improve communication with stakeholders, and increase overall operational efficiency. By leveraging ITIL best practices IDTS will be able to reduce service downtime, improve service quality, and align IT operations more closely with the evolving needs of the organization. The outcome will be a more resilient IT environment that is capable of meeting both current and future cybersecurity challenges, while also delivering high-quality, reliable services to the organization and its stakeholders.

RISK CREATED BY NON-IMPLEMENTATION

If the ITIL-compliant IT Service Management solution is not implemented, the organization faces several significant risks, particularly in terms of cybersecurity and service delivery. Without a comprehensive asset inventory and structured processes, the organization will struggle to identify and address critical vulnerabilities within its IT environment. This lack of visibility can lead to undetected security risks, slower response times to cyber incidents, and a heightened likelihood of successful attacks. Moreover, the absence of an ITIL-compliant framework will hinder effective service management, leading to inefficiencies, service disruptions, and prolonged downtimes. Furthermore, without a systematic approach to continual improvement, the organization may fail to adapt to evolving business needs and emerging threats, limiting its ability to scale and innovate. Ultimately, this lack of structure and oversight could severely impact the organization's ability to deliver reliable secure IT services, diminishing stakeholder confidence.

\$231,000

RANKING // PROJECT READINESS

- 3. Capacity Improvements..... Low
- 4. Safety & Security..... Low 5. Environmental..... Low

	BUI	DGET				CAS	H FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$28,875	\$28,875	\$28,875	\$28,875	\$115,500
MATERIAL	\$0								
CONSTRUCTION	\$180,000								
				2028	\$28,875	\$28,875	\$28,875	\$28,875	\$115,500
	\$0								
FLAGGING	\$0 :								
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$14,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$11,000								
* CONSULTANT	\$0								

30%



PEREZO PROJECT#

PROJECT: ENHANCE NETWORK INFRASTRUCTURE SECURITY

SCOPE TYPE: CAPITAL | MRP |

Enhance the Network Infrastructure Security by implementing Software Firewalls in our Cloud Environments (Azure, AWS, etc) and introduce AI security products

Mile Posts: n/a

Division: All County: ALL Asset Type: Information Technology

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 2. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 3: Invest in People and Assets) Reduce employee turnover
- 5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

TOTAL

Metrolink's increased usage of cloud based services has prompted the need to increase the security posture in its cloud environment (specifically Microsoft Azure). Metrolink IDTS is looking to added Palo Alto Software Firewalls to it's cloud environments to increase the security of our cloud services by adding more features 3. Capacity Improvements..... Average and functionality and more granularity in creating security rules. Metrolink IDTS also |4. Safety & Security...... High is looking to add an Al network monitoring tool to flush out unwanted malware, threats and other vulnerabilities

RANKING // PROJECT READINESS

- 1. System Reliability..... High
- 2. Ridership Increase..... Average

- 5. Environmental..... Low

Improving the cybersecurity posture of Metrolink increases the uptime of our webservices and minimizes the risks due to potential cybersecurity attacks

RISK CREATED BY NON-IMPLEMENTATION

The risk of not funding this project is that it increase the chances of cybersecurity attacks on our cloud services, mainly Metrolink's webservers

\$236,000

Standard Lifespan: 0 Year(s) Current Age: New

	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0			1					
				2027	\$17,700	\$17,700	\$17,700	\$17,700	\$70,800
MATERIAL	\$0								
CONSTRUCTION	\$195,000								
				2028	\$23,600	\$23,600	\$23,600	\$23,600	\$94,400
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$17,700	\$17,700	\$17,700	\$17,700	\$70,800
CLOSE OUT	\$0			1					
DBE/LABOR	\$5,000			1					
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$14,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$0								
* CONSULTANT	\$0								
					is constructed b				
CONTINGENCY	\$22,000			by project	management of	ffice. 1st year =	5%; 2nd year =	= 35%; 3rd year	= 30%; 4th

vear = 30%



JUSTIFICATION

TOTAL

PROJECT PROPOSAL

BLEICHK PROJECT#

PROJECT: SMART MAINTENANCE

SCOPE TYPE: CAPITAL | NON-MRP |

- · Rebuild the onboard maintenance system with sensor technology.
- · Build wireless network infrastructure in Metrolink rolling stock .
- · Connection capacity to onboard system that could be delivered by other projects such as CCTV, DVR and so on.
- Develop software for wireless maintenance and connection to the onboard systems.

Mile Posts: n/a Division: All County: ALL Asset Type: Rolling Stock

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership
- 2. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- · Wireless network infrastructure in passenger cars for remote maintenance and connection to onboard system such as HVAC, door, event recorder, CCTV, DVR, communication, side destination, brake and so on.
- Estimated cost is 500K per 5 car trainset. It would be expected to have 1 trainset delivered every 2 month from early 2026 as per the latest schedule. Considering the budget would be available by 2027 Jan and the timeline required to execute the option order.

RISK CREATED BY NON-IMPLEMENTATION

· Maintenance performance for the onboard system would stay in relative low efficiency with local capability, compared to the remote/wireless capability that is available everywhere.

\$5,005,000

RANKING // PROJECT READINESS

- 1. System Reliability..... Average
- 2. Ridership Increase..... Minor
- 3. Capacity Improvements..... High
- 4. Safety & Security..... Average 5. Environmental..... Low

Current Age: New	Standard Lifespan: 0	Year(s)
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	BUDGET			CASH FLOW						
	AMOUNT	START	END							
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL	
DESIGN	\$0			•						
				2026	\$0	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0									
ROW ACQUISITION	\$0									
				2027	\$250,250	\$250,250	\$250,250	\$250,250	\$1,001,000	
MATERIAL	\$4,000,000									
CONSTRUCTION	\$0									
				2028	\$375,375	\$375,375	\$375,375	\$375,375	\$1,501,500	
SPECIAL RAIL EQUIP	\$0									
FLAGGING	\$0									
BUS BRIDGES	\$0			2029	\$500,500	\$500,500	\$500,500	\$500,500	\$2,002,00	
CLOSE OUT	\$10,000									
DBE/LABOR	\$20,000									
				2030	\$125,125	\$125,125	\$125,125	\$125,125	\$500,500	
PROJECT MANAGEMENT										
* P.M STAFF	\$175,000									
				2031	\$0	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$25,000									
* CONSULTANT	\$320,000									
					is constructed b			•		
CONTINGENCY	\$455,000			by project	management o	ffice. 1st year =	= 5%; 2nd year	= 35%; 3rd yea	r = 30%; 4th	

year = 30%



GORGYOUSA PROJECT#

PROJECT: LAUS WEST PORTAL CUSTOMER SERVICE OFFICE REFURBISHMENT

SCOPE TYPE: CAPITAL | NON-MRP |

- Expand the West Portal ticketing and lost and found offices, provide necessary office space
- Increase the number of windows and the frontage of the ticketing office at Los Angeles Union Station
- There will be refurbishment will increase capacity for the 12 to 15 FTE's that work at this location. Current capacity is only 250 Sq Feet.
- There has been a similar request in FY-25 (Proposal 2883) for \$786,000.
- The budget requested for FY-26 is for additional funds to complete the project

Mile Posts: n/a Division: All County: ALL Asset Type: Facilities

OBJECTIVES RISKS CAUSING PROJECT DELAY 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair 2. (Goal 4: Retain and Grow Ridership) Increase system utilization 3. (Goal 3: Invest in People and Assets) Reduce employee turnover 4. (Goal 4: Retain and Grow Ridership) Grow and retain ridership

• The project is essential to improve the current deteriorated office conditions. 1. System Reliability..... High

- The project is crucial to enhance Metrolink's image and presence at Union Station.
- 2. Ridership Increase..... Average
- 3. Capacity Improvements..... Average

RANKING // PROJECT READINESS

RISK CREATED BY NON-IMPLEMENTATION

- Longer gueues during the Olympics period.
- Negatively affects Metrolink's image and damages its reputation.
- ·Impacts employee satisfaction.

JUSTIFICATION

4. Safety & Security..... Average

5. Environmental..... Low

The program is supporting 2028 Olympic programs with better equipped and remodeled Metrolink office in LAUS. Furthermore, the project will improve safety of our customers.

Current Age: New Standard Lifespan: 50 Year(s)

	BUDGET					CACH	EL OW/		
	BUDGET					САЗН	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$50,000								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$98,800	\$98,800	\$98,800	\$98,800	\$395,200
MATERIAL	\$0								
CONSTRUCTION	\$230,000								
				2028	\$5,200	\$5,200	\$5,200	\$5,200	\$20,800
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0
CLOSE OUT	\$8,000								
DBE/LABOR	\$10,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$18,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$12,000								
* CONSULTANT	\$50,000								
					is constructed ba				
CONTINGENCY	\$38,000			project ma 30%	nagement office	. 1st year = 5%;	2nd year = 35%	; 3rd year = 30	%; 4th year =



FERNANDEZK PROJECT# 3232.

PROJECT : MOBILE TRAIN DISPATCH OPERATIONS CENTER

SCOPE TYPE: CAPITAL | NON-MRP |

Procure and upfit a mobile dispatch trailer with appropriate equipment and software capable to being trailered by F550 or similar truck, procured by this project. The mobile train dispatch center equips SCRRA with the ability to execute remote train dispatch over all SCRRA lines, independent of the DOC and MOC. This flexibility also enables the mobile center to be relocated throughout the Southern California region to cater to events that necessitate key staff to operate away from Pomona, CA.

The existing SCRRA infrastructure encompasses two critical facilities, which are the exclusive means of dispatching trains across the system, located within a half-mile radius of each other and on the same electrical utility feed. In the event of a natural disaster, terrorist attack, or a cyber-attack that compromises this specific area or assets, it poses a significant risk of halting all SCRRA rail operations across Southern California.

Mobile dispatching provides system resiliency and frees up much needed office space at MOC to convert to engineering offices, moving remaining two Program Delivery departments from DOC to one building, MOC

Cost includes:

Mobile fifth wheel Dispatch Center, servers, furniture and monitors, software license, F550 or similar truck, consultant for designs, training and construction, as well as consultant's design cost to convert MOC dispatch area into office space.

Mile Posts: n/a Division: All County: ALL Asset Type: Non-Revenue Fleet

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 3. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

TOTAL

The existing SCRRA infrastructure encompasses two critical facilities, which are the exclusive means of dispatching trains across the system, located within a half-mile radius of each other and on the same electrical utility feed. In the event of a natural disaster, terrorist attack, or a cyber-attack that compromises this specific area or assets, it poses a significant risk of halting all SCRRA rail operations across Southern California.

RANKING // PROJECT READINESS

- 1. System Reliability..... High
- 2. Ridership Increase..... High
- 3. Capacity Improvements..... High

RISK CREATED BY NON-IMPLEMENTATION

Due to proximity of existing primary and back up dispatch centers, during natural disaster, terrorist attack, or a cyber-attack, dispatching capacity of SCRRA maybe significantly impacted, delaying or suspending service during the most needed

\$3.930.000

4. Safety & Security..... High
5. Environmental..... High

Current Age: 124 Year(s) Standard Lifespan: 20 Year(s)

BUDGET					CASH FLOW							
	AMOUNT	START	END									
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL			
DESIGN	\$96,000											
				2026	\$0	\$0	\$0	\$0	\$0			
ENVIRONMENTAL	\$0											
ROW ACQUISITION	\$0											
				2027	\$147,375	\$147,375	\$147,375	\$147,375	\$589,500			
MATERIAL	\$250,000											
CONSTRUCTION	\$1,254,000											
				2028	\$687,750	\$687,750	\$687,750	\$687,750	\$2,751,000			
SPECIAL RAIL EQUIP	\$1,048,000											
FLAGGING	\$0											
BUS BRIDGES	\$0			2029	\$147,375	\$147,375	\$147,375	\$147,375	\$589,500			
CLOSE OUT	\$10,000											
DBE/LABOR	\$25,000											
				2030	\$0	\$0	\$0	\$0	\$0			
PROJECT MANAGEMENT												
* P.M STAFF	\$119,000											
				2031	\$0	\$0	\$0	\$0	\$0			
* SUPPORT STAFF	\$102,000											
* CONSULTANT	\$573,000											
				Cash Flov	v is constructed	based on overa	II % of project o	ompletion as d	etermined			
CONTINGENCY	\$453,000				t management c	office. 1st year	= 5%; 2nd year	= 35%; 3rd yea	r = 30%; 4th			
				vear = 30	%							



GORGYOUSA PROJECT# 3240.00

PROJECT: CONSTRUCTION OF PTC TRAINING CENTER

SCOPE TYPE: CAPITAL | NON-MRP

BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY.

The construction of the PTC Training Center at the Melbourne facility will include the following features:

- A. Two PTC simulator rooms, with an instructor's room positioned between them, equipped with glass windows for direct observation of trainee activities. (one for F125, one for DMU/ZEMU)
- B. Two training rooms: one with a capacity of 25-30 people, and a smaller room for 8-12 people. Additionally, a lab offices with an access door to the PTC lab will be constructed.

COSTS TO BE SPLIT 90% Systemwide / 10% ARROW funding (#3406)

Mile Posts: n/a Division: All County: ALL Asset Type: Facilities

OBJECTIVES

- 1. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 2. (Goal 3: Invest in People and Assets) Reduce employee turnover
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability

JUSTIFICATION

TOTAL

Provide additional PTC training facility will have impact on.

- enhance and improve training capabilities for operational teams, particularly train
 engineers, are vital for the agency's ability to maintain safe and efficient revenue
 service. These upgrades are not just beneficial, but essential for meeting safety
 standards, regulatory compliance, and ensuring that staff are equipped to handle both
 current and future operational demands.
- Furthermore, any delay in securing the required funds could result in project delays, increased costs due to inflation and market fluctuations, and potential disruptions to the agency's overall service. Investing in this project now ensures cost efficiency and prevents costly future repairs or stop-gap measures.

RISK CREATED BY NON-IMPLEMENTATION

\$2,161,000

 Disruption to PTC Training Program: Without the necessary funds, the Melbourne facility will be unable to support the required enhancements to the (PTC) training program. This would significantly impact the ability to adequately train engineers, potentially compromising operational readiness and safety.

Current Age: New Standard Lifespan: 50 Year(s)

RISKS CAUSING PROJECT DELAY

RANKING // PROJECT READINESS

- 1. System Reliability..... Average
- 2. Ridership Increase..... Average
- 3. Capacity Improvements..... Average
- 4. Safety & Security..... High
- 5. Environmental..... Low

With the current and anticipated increase in train operations, the PTC training program must scale to meet the growing demand in the near future. Further underscoring the need for infrastructure improvements and expanded capacity to accommodate the increasing PTC training requirements. Ensuring the safe operation of revenue service relies on having well-trained engineering teams. This program will provide the agency with a larger pool of highly qualified and skilled engineers, enhancing safety and operational efficiency for the agency's services.

	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$250,000								
				2026	\$0	\$0	\$0	\$108,050	\$108,050
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$108,050	\$108,050	\$108,050	\$108,050	\$432,200
MATERIAL	\$0								
CONSTRUCTION	\$1,540,000								
				2028	\$189,088	\$189,088	\$189,088	\$189,086	\$756,350
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$162,075	\$162,075	\$162,075	\$162,075	\$648,300
CLOSE OUT	\$15,000								
DBE/LABOR	\$12,000								
				2030	\$54,025	\$54,025	\$54,025	\$54,025	\$216,100
PROJECT MANAGEMENT									
* P.M STAFF	\$63,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$60,000								
* CONSULTANT	\$24,000								
					is constructed ba			•	
CONTINGENCY	\$197,000			project ma	anagement office	. 1st year = 5%;	2nd year = 35%	6; 3rd year = 30%	6; 4th year =

30%



POGHOSYANE PROJECT# 3265.00

PROJECT: PORTABLE WHEEL TRUE AND ROTOR CHANGE OUT EQUIPMENT ACQUISITION

SCOPE TYPE: CAPITAL | NON-MRP

Procure and commission 1 Portable Wheel True lathe and 1 Rotor Change machine. Includes equipment and maintenance training for mechanical crew. 1. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and separation of cart or locomotive from the consist, cutting impact to operations form days to hours. This wheel true machine will also able to cut wheels for Arrow fleet, removing the need to remove and reinstall buggies, transport to them to CMF to wheel true and bring back to San Bernardino. Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. 2. Rotor change our machine will allow mechanical team to replace defect rotors from cars on the PM track without having to cut the defective car from the consist, shopping equipment for days. The equipment can be repaired during the service window at CMF.

Mile Posts: n/a Division: All County: ALL Asset Type: Non-Revenue Fleet

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 2. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost

JUSTIFICATION

Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and separation of cart or locomotive from the consist, cutting impact to operations form days to hours. This wheel true machine will also able to cut wheels for Arrow fleet, removing the need to remove and reinstall buggies, transport to them to CMF to wheel true and bring back to San Bernardino. Rotor change our machine will allow mechanical team to replace defect rotors from cars on the PM track without having to cut the defective car from the consist, shopping equipment for days. The equipment can be repaired during the service window at CMF.

RISK CREATED BY NON-IMPLEMENTATION

Service interruption due to lack of available revenue equipment for service when a there are wheel or rotor defects. If 32 year old stationary wheel true machine fails at CMF, we will have to contract with nearby RR and mover equipment to their yard for wheel truing.

RANKING // PROJECT READINESS

- 1. System Reliability..... High
- 2. Ridership Increase..... High
- 3. Capacity Improvements..... High
- 4. Safety & Security..... High
- 5. Environmental..... High

	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$21,600	\$21,600	\$21,600	\$21,600	\$86,400
MATERIAL	\$0								
CONSTRUCTION	\$0								
				2028	\$100,800	\$100,800	\$100,800	\$100,800	\$403,200
SPECIAL RAIL EQUIP	\$505,000								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$21,600	\$21,600	\$21,600	\$21,600	\$86,400
CLOSE OUT	\$0								
DBE/LABOR	\$3,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$4,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$11,000								
* CONSULTANT	\$0								
					is constructed b				
CONTINGENCY	\$53,000			project ma = 30%	anagement office	e. 1st year = 5%	; 2nd year = 35	%; 3rd year = 30	0%; 4th year
TOTAL	\$576,000			- 30/0					



GORGYOUSA PROJECT# 3270.00

PROJECT: EV INFRASTRUCTURE

SCOPE TYPE: CAPITAL | NON-MRP |

•Feasibility & Design Phase: Develop comprehensive drawings and plans for the EV charging infrastructure, including site layout, electrical specifications, and integration with existing facilities. This will involve coordination with utility providers and relevant stakeholders to ensure the infrastructure meets all operational and safety requirements. The project will also include preparation and submission of the necessary permit applications to local authorities and applications for applicable utility rebates and incentives.

Mile Posts: n/a Division: All County: ALL Asset Type: Facilities

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 4. (Goal 3: Invest in People and Assets) Maintain State of Good Repair

JUSTIFICATION Completion of Construction Requires Full Budget Allocation:

While the project is currently about to kick off the design phase, transitioning to the construction phase will require full budget allocation. Without securing additional funds, the project risks delays or incomplete execution, which could negatively impact the agency's timelines and goals for electrification. To ensure the seamless execution of the project, sufficient funding is necessary to cover all construction activities, including site preparation, equipment installation, and electrical integration.

Supporting Metrolink's Sustainability Goals:

RISK CREATED BY NON-IMPLEMENTATION

- Incomplete construction or delay in completing the work due to waiting for the budget.
- Operating facility team is procuring electric vehicle now. This facility capital program should support in time - no charging stations when there are electrical vehicles.
- Compliance requirement is in effect zero-emission fleet by 2030.

RANKING // PROJECT READINESS

- 1. System Reliability..... High
- 2. Ridership Increase..... Average
- 3. Capacity Improvements..... Average
- 4. Safety & Security..... Average
- 5. Environmental..... High

The compliance is related to not only the agency but also the public as to the zero-emission policy. The EV non-revenue fleets are being procured and the infrastructure must be in place by the time those fleets are delivered.

Current Age: New Standard Lifespan: 30 Year(s

BUDGET					CASH FLOW						
	AMOUNT	START	END								
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL		
DESIGN	\$140,000										
				2026	\$0	\$0	\$0	\$0	\$0		
ENVIRONMENTAL	\$0			1							
ROW ACQUISITION	\$0			1							
				2027	\$268,875	\$268,875	\$268,875	\$268,875	\$1,075,500		
MATERIAL	\$0			1							
CONSTRUCTION	\$1,600,000			1							
				2028	\$268,875	\$268,875	\$268,875	\$268,875	\$1,075,500		
SPECIAL RAIL EQUIP	\$0										
FLAGGING	\$0			1							
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0		
CLOSE OUT	\$15,000										
DBE/LABOR	\$20,000			1							
				2030	\$0	\$0	\$0	\$0	\$0		
PROJECT MANAGEMENT				1							
* P.M STAFF	\$35,000										
				2031	\$0	\$0	\$0	\$0	\$0		
* SUPPORT STAFF	\$65,000			1							
* CONSULTANT	\$80,000			1							
					is constructed b			•			
CONTINGENCY	\$196,000			project m = 30%	anagement office	e. 1st year = 5%	6; 2nd year = 35	5%; 3rd year = 3	0%; 4th year		
TOTAL	\$2,151,000			3070							



FY26ZAVAREIS PROJECT# 3305.00

PROJECT: NEW BUDGET SYSTEM

SCOPE TYPE: CAPITAL | NON-MRP |

Modernized the SCRRA annual budget application (BRAIN)..

Mile Posts: n/a

Division: All County: ALL Asset Type: Business Systems

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 2. (Goal 4: Retain and Grow Ridership) Increase system utilization
- 3. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents
- 5. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION RANKING // PROJECT READINESS

The current budget application (BRIAN) was developed in house over 10 years ago, It needs to be modernized to the most recent security standards as well as enhancing it functional capabilities to meet new Business requirements.

- 1. System Reliability..... High
- 2. Ridership Increase..... High
- 3. Capacity Improvements..... High

RISK CREATED BY NON-IMPLEMENTATION

The code is outdated. Therre is very limited resource to keep it up to standard. There 5. Environmental..... High is no backup resource.

4. Safety & Security..... High

Current Age: New Standard Lifespan: 0 Year(s)

	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$500,000								
				2026	\$0	\$0	\$0	\$0	\$0
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$32,700	\$32,700	\$32,700	\$32,700	\$130,800
MATERIAL	\$0								
CONSTRUCTION	\$0								
				2028	\$76,300	\$76,300	\$76,300	\$76,300	\$305,200
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$76,300	\$76,300	\$76,300	\$76,300	\$305,200
CLOSE OUT	\$0								
DBE/LABOR	\$5,000								
				2030	\$32,700	\$32,700	\$32,700	\$32,700	\$130,800
PROJECT MANAGEMENT									
* P.M STAFF	\$252,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$35,000								
* CONSULTANT	\$0								
					is constructed b			-	
CONTINGENCY	\$80,000			by projec year = 30	t management of	ffice. 1st year =	5%; 2nd year =	= 35%; 3rd yeai	= 30%; 4th
TOTAL	\$872,000			year – 30	/0				

RESOLUTION NO. 25-073

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE FUNDING OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BUDGET FOR FISCAL YEAR 2025/2026 FOR METROLINK SERVICE

WHEREAS, the Southern California Regional Rail Authority ("SCRRA") is a Joint Powers Authority ("JPA") funded by five (5) member agencies, including Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission, San Bernardino County Transportation Authority ("SBCTA"), and Ventura County Transportation Commission.

WHEREAS, the SCRRA provides commuter rail service through its operation of Metrolink, which operates to, and within, the Counties of Ventura, Los Angeles, Orange, Riverside, San Diego, and San Bernardino, of which SBCTA funds commuter rail services benefitting San Bernardino County on the San Bernardino Line, Inland Empire Orange County Line, and Riverside County Line consistent with the existing cost sharing formulas established by the JPA, to which SBCTA is a party.

WHEREAS, SBCTA and SCRRA are finalizing Memorandum of Understanding (MOU) No. 24-1003060, outlining the obligations and responsibilities of each respective agency for the Annual Funding Allocations for New Capital, State of Good Repair, and Operations of Metrolink Service.

WHEREAS, SCRRA's Budget Request to SBCTA for Metrolink Service for Fiscal Year 2025/2026 totals \$51,810,938 for: \$32,947,082 for Operating assistance, \$16,620,624 for State of Good Repair assistance, and \$2,243,232 for New Capital assistance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, commits, contingent on the execution of MOU No. 24-1003060, to funding the SCRRA Fiscal Year 2025/2026 annual subsidy and budget request for Metrolink Service with the following allocations:

Total Budget	\$51,810,938
Operating	\$32,947,082
\$29,332,887	Valley Local Transportation Funds
\$3,290,000	Senate Bill 125 Transit and Intercity Rail Capital Program
\$324,195	Senate Bill 1 State of Good Repair Operator Funds
State of Good Repair	\$16,620,624
\$16,620,624	Federal Transit Administration Section 5337 State of Good Repair Funds
New Capital	\$2,243,232
\$1,870,424	State Transit Assistance Operator Funds
\$372,808	Federal Transit Administration Section 5337 State of Good Repair Funds

This resolution shall become effective only upon both Parties' execution of MOU No. 24-1003060.

Resolution No. 25-073 Page 1 of 2

APPROVED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on June 4, 2025.

Ray Marquez, Board President San Bernardino County Transportation Authority

ATTEST:

Marleana Roman, Clerk of the Board San Bernardino County Transportation Authority

Resolution No. 25-073 Page 1 of 2

Minute Action

AGENDA ITEM: 6

Date: May 15, 2025

Subject:

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

Recommendation:

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

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

- B. Approve the SCRRA Preliminary Budget Request for Fiscal Year (FY) 2025/2026 Arrow Service, with a SBCTA annual subsidy totaling \$18,453,446, consisting of:
 - Operating assistance in the amount of \$17,529,446
 - State of Good Repair assistance in the amount of \$500,000
 - New Capital assistance in the amount of \$424,000
- C. Approve Resolution No. 25-072 to support funding SBCTA's FY 2025/2026 annual subsidy in Recommendation B, totaling \$18,453,446, consisting of:
 - \$12,924,446 of Measure I Valley Rail Funds
 - \$3,227,000 of Congestion Mitigation and Air Quality Improvement Program Funds
 - \$2,302,000 of Senate Bill 125 Transit and Intercity Rail Capital Program Funds
- D. Approve funding and allocate \$301,498 to support students' ride-free partnership with colleges accessible to/from Arrow Service for FY 2025/2026, using Measure I Valley Rail Funds.

Background:

On October 24, 2023, the Southern California Regional Rail Authority (SCRRA), in partnership with the San Bernardino County Transportation Authority (SBCTA), launched Arrow Service connecting the City of Redlands and surrounding communities to the City of San Bernardino and beyond. Riders traveling west can connect to Metrolink service, Omnitrans, Victor Valley Transit Authority, Mountain Transit, and three Riverside transit agencies at the San Bernardino-Downtown Metrolink Station. Arrow Service is solely funded by SBCTA and runs 24 trips eastbound and westbound, Monday through Friday, which includes one Metrolink round-trip to/from Los Angeles Union Station, and 16 trips eastbound and westbound on weekends.

The first draft of the Preliminary Budget Request (Budget Request) for Fiscal Year (FY) 2025/2026 for Arrow Service was presented to SBCTA staff during a meeting with SCRRA on February 7, 2025. This was followed by five weeks for staff to review the budget, ask questions, and request supporting documentation. Further refined budget information was provided by SCRRA on February 27, 2025 and March 13, 2025. On April 25, 2025, SCRRA staff presented the Budget Request to its Board of Directors (Board) with the recommendation to

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item May 15, 2025 Page 2

transmit the Budget Request to SBCTA, which was approved unanimously. SBCTA staff completed its review and agreed at the staff level to the Preliminary Budget Request, attached hereto as Attachment A. It should be noted that the Budget Request presented is a draft and will not be considered final until formally approved by the SCRRA Board. Any modifications to this draft budget will be noted in the report to the SBCTA Board or brought back to the SBCTA Board at a later date.

There are two key funding sources for the Operating budget: 1) fare revenue from riders and 2) subsidy provided by SBCTA. Although Arrow Service was launched as a new service in 2022, the coronavirus pandemic changed commute and travel patterns, impacting transit ridership and resulting in fewer Arrow riders than what was originally projected. Post-pandemic, teleworking and more flexible work schedules have remained prevalent, resulting in a greater operational subsidy from SBCTA. In response to lasting impacts, SCRRA developed a systemwide Metrolink reimagined vision to address post-pandemic ridership demand and emerging travel patterns to transition from a commuter to a regional rail system. As part of this vision, an optimized schedule was launched on October 21, 2024, that spread service to offer more frequency throughout the day, including efforts to streamline connections at Los Angeles Union Station. The schedule changes specific to Arrow Service removed one round-trip train, shifted service to provide 30-minute trains during peak commute times and hourly service off peak, and reduced transfer times at San Bernardino-Downtown station to an average of 11 minutes, down from 17 minutes.

As ridership trends have improved and continue upward, Arrow's fiscal year ridership through February 2025 is 7% higher than the Fiscal Year 2024/2025 forecast, with students accounting for more than 60% of the ridership and riding free through the Low Carbon Transit Operations Program (LCTOP) Student Adventure Pass program. During this same time frame, Arrow farebox revenue actuals were 83% higher than the revenue budgeted, with the Student Adventure Pass program contributing to approximately 50% of the total revenue. Exhibit 1 below and on the following page shows farebox revenue and fiscal year ridership through February 2025.

Exhibit 1 – Ridership and Revenue through February 2025

Ridership

PERIOD	FORECAST BOARDINGS	ACTUAL BOARDINGS	VARIANCE
JULY-24 AUGUST-24 SEPTEMBER-24	11,008 11,566 11,280	11,201 11,173 12,272	193 (393) 992
FY25 Q1 TOTAL	33,855	34,646	791
OCTOBER-24 NOVEMBER-24 DECEMBER-24	11,931 11,243 11,000	14,871 12,323 11,754	2,940 1,080 754
FY25 YTD Q2 TOTAL	68,029	73,594	5,565
JANUARY-25 FEBRUARY-25	12,858 11,966	11,672 14,078	(1,186) 2,112
Fiscal Year to Date	92,854	99,344	6,490

Student Adventure Pass Month of January = 7,829 Year-to-Date = 53,211 Transit Committee Agenda Item May 15, 2025 Page 3

Revenue

	BUDGET	ACTUAL	
PERIOD	REVENUE	REVENUE	VARIANCE
JULY-24 AUGUST-24 SEPTEMBER-24	\$15,492 \$16,279 \$15,876	\$30,484 \$29,023 \$32,683	\$14,992 \$12,744 \$16,807
FY25 YTD Q1 TOTAL	\$47,647	\$92,190	\$44,543
OCTOBER-24 NOVEMBER-24 DECEMBER-24	\$16,791 \$15,823 \$15,482	\$34,194 \$38,640 \$30,258	\$17,403 \$22,817 \$14,776
FY25 YTD Q2 TOTAL	\$95,743	\$195,282	\$99,539
JANUARY-25 FEBRUARY-25	\$18,097 \$16,841	\$21,533 \$22,378	\$3,436 \$5,537
Fiscal Year to Date	\$130,681	\$239,193	\$108,512

Student Adventure Pass

Month of February = \$10,153 Year-to-Date = \$118,877

The Budget Request for Operations, Capital, and State of Good Repair (SGR) funds for Arrow Service is attached hereto as Attachment A and consists of a budget authority of \$18,453,446. The operations subsidy required from SBCTA is \$17,529,446, an increase of approximately 1% compared to the adopted Budget for FY 2024/2025, indicating that ridership, revenue, and operational cost forecasts are beginning to be aligned better with actuals. The Capital Program authority totals approximately \$924,000 for both New Capital and SGR projects. The SGR program focuses on maintaining equipment and infrastructure that is identified as critical and a high priority to be in a state of good repair. The proposed SGR is tied to one project that requires a SBCTA subsidy of approximately \$500,000 for rehabilitation of on-board Positive Train Control (PTC), and is included in Attachment B. The New Capital program, which focuses on facilities, rolling stock, information technology, and business systems requires a SBCTA subsidy of \$424,000 for SBCTA's all-share cost of two systemwide projects, including a portable wheel true machine and rotor change-out equipment. These New Capital projects and their description are provided in Attachment C. As SGR and New Capital projects are multi-year in nature, the recommended subsidy amounts would fully fund the projects up front.

The Student Adventure Pass program in both the Metrolink and Arrow Service preliminary budget requests reduces the free fare subsidy for student riders to a 50% discount. SBCTA currently provides LCTOP funding to bus operators in San Bernardino County for free rides for students K-12, and the operators have partnerships with local colleges that allow students to ride free. Staff desires to keep the momentum of student riders utilizing Arrow Service and to support the countywide program initiative, and recommends additional funding be allocated to fund free rides for students as identified in Recommendation D. The program would be coordinated by SCRRA through colleges and universities accessible via Arrow Service, utilizing the Corporate Partnership Program, a previous platform utilized for a pilot program on Arrow before the launch of the Student Adventure Pass program.

Consistent with Memorandum of Understanding (MOU) No. 24-1003060 proposed for Metrolink service, which outlines the annual budget process and roles and responsibilities of

San Bernardino County Transportation Authority

Transit Committee Agenda Item May 15, 2025 Page 4

SBCTA and SCRRA to memorialize the annual funding and allocations, staff recommends approval of Recommendation A. MOU No. 25-1003311 will serve as a master agreement for the budgetary process and roles and responsibilities of SBCTA and SCRRA for Arrow Service, and includes indemnity clauses for both SCRRA and SBCTA. Note that SCRRA's operations contracts include indemnity provisions that deviate from SBCTA's typical indemnity provisions. Specifically, there are some operations contracts in which SCRRA indemnifies the operations contractor, which means that such indemnity requirements would go back to SBCTA. Such indemnity provisions are typical for operations contracts.

Staff also recommends approval of the SCRRA Preliminary Budget Request for FY 2025/2026 to support Arrow Service as proposed in Recommendation B, and Resolution No. 25-072 identified in Recommendation C, which outlines the funding and allocations SBCTA is committing to for FY 2025/2026. This resolution will become effective upon the execution of MOU No. 25-1003311.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. SBCTA's annual operating and capital subsidies for Arrow Service are included in the proposed Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Rail funds and Senate Bill 125 Transit and Intercity Rail Capital Program funds in Program 30.

Reviewed By:

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

Responsible Staff:

Nicole Soto, Multimodal Mobility Programs Administrator

Approved Transit Committee Date: May 15, 2025 Witnessed By:

Contract Summary Sheet

				Gen	eral Cont	ract Informati	on		
Contract No:	25-1	100331	1 Amen	dment No.:					
Contract Class:		Payat	ole	Depart	tment:		Trans	it	
Vendor No.:	02	003	Vend	dor Name: \$	Southern	ail Authority			
Description:	Annua	al Fundi	ing Allocation	ns for New Ca	apital, State	e of Good Repair	r and O	perations of Arrow S	ervice
List Any Related Co			-			·			
Ş					Dollar	Amount			
Original Contract			\$		-	Original Conti	ngenc	У	\$ -
Prior Amendments	S		\$		-	Prior Amendments			\$ -
Prior Contingency	Releas	sed	\$		-	Prior Continge	ency R	eleased (-)	\$ -
Current Amendme	ent		\$		-	Current Amen	dmen	t	\$ -
Total/Revised Cor	ntract '	Value	\$		-	Total Conting	ency V	/alue	\$ -
			Total			ontract Value a	and Co	ontingency)	-
					Contract A	Authorization			
Board of Direct	ors	Dat		/04/2025			ommit		Item #
70	ro Dol	lar Con		ontract Mai	nagement Sole Sou	: (Internal Pur urce? No	poses	Only)	N/A
Zero Dollar	10 001	iai con		OOP/JPA (z			=		N/A
23.3 23.14.		_		2 3 7 7 3 7 7 (2		ts Payable			
Estimated Start Da	ate:	07	//01/2025	Expirati	on Date:	12/31/203	39	Revised Expiration	on Date:
NHS: N/A	,	10	MP/QAP:	M/A	Pr	evailing Wage:	:	N/A	
	_				•	0 0		al Contract Funding:	Total Contingency:
Fund Prog Task	Sub- Task	Object	Revenue	PA Level	Revenue	Code Name	\$	<u>-</u>	\$ -
GL:									
GL:									-
GL:									-
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GL:									-
GL: GL:									-
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GL: GL:									-
GL:								-	-
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N	icole S	Soto					Vict	or Lopez	
Project Ma			Name)	_		Task		ger (Print Name)	
Additional Notes:									

MEMORANDUM OF UNDERSTANDING NO. 25-1003311 BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR

THE ANNUAL FUNDING ALLOCATIONS FOR NEW CAPITAL, STATE OF GOOD REPAIR AND OPERATIONS OF ARROW SERVICE

This Memorandum of Understanding ("MOU") for the annual funding allocations for new capital, state of good repair, and operations of Arrow service is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (herein after referred to as "SBCTA") and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (herein after referred to as "SCRRA"). SBCTA and SCRRA are sometimes individually referred to as "PARTY", and collectively are referred to as "PARTIES".

RECITALS:

WHEREAS, the SCRRA is a Joint Powers Authority ("JPA") funded by five (5) member agencies, including Los Angeles County Metropolitan Transportation Authority ("LA Metro"), Orange County Transportation Authority ("OCTA"), Riverside County Transportation Commission ("RCTC"), San Bernardino County Transportation Authority ("SBCTA"), and Ventura County Transportation Commission ("VCTC"). Collectively, these agencies are the "Member Agencies," and each is a "Member Agency."

WHEREAS, Arrow service is operated under the existing JPA.

WHEREAS, the SCRRA provides commuter and regional rail service for Arrow through its operation of Metrolink, which operates to, and within, the Counties of Ventura, Los Angeles, Orange, Riverside, San Diego, and San Bernardino. SBCTA funds Arrow service, and, pursuant to the existing cost sharing formulas established by the JPA, contributes to funding of Metrolink rail services benefitting San Bernardino County on the San Bernardino Line ("SBL"), Inland Empire Orange County Line ("IEOC"), and Riverside County Line ("RVL").

WHEREAS, the SCRRA is authorized and directed to oversee, on SBCTA's behalf, the administration of shared use and/or joint facilities agreements between SBCTA (or its predecessors or successors in interest) and any freight rail operators, pursuant to Acknowledgement Agreement No. 22-1002751, dated December 13, 2021.

WHEREAS, SBCTA and SCRRA desire to enter into this MOU to define the respective responsibilities of SCRRA, as a sub-recipient of SBCTA federal, state, and local funds, for costs in connection with operations, the new capital and State of Good Repair (SGR) budget, and SCRRA's prior year SGR and new capital costs, sometimes referred to individually and collectively as "BUDGET".

WHEREAS, SCRRA's Operating BUDGET covers train operations, including operating crews, dispatching, equipment maintenance, fuel, non-scheduled rolling stock repairs, operating facilities maintenance, rolling stock lease payments, maintenance of way, security and guard services, public safety programs, passenger relations, existing ticket vending devices ("TVD") maintenance and revenue collection, information technology, marketing and market research, media and external relations, utilities and leases, passenger transfers to other operators, station maintenance, freight rail agreements and general administrative costs that support SCRRA Operations.

WHEREAS, SCRRA is responsible for the provision of all insurance coverage types and limits appropriate for operational and maintenance activities, as well as related legal and claims administration, including but not limited to Liability, Property, Automobile, Workers' Compensation, etc. It is understood that these limits and coverages may change from time to time, the changes of which shall be included in each annual BUDGET cycle.

WHEREAS, SCRRA's ongoing Capital BUDGET includes construction, improvements and State of Good Repair (SGR) work related to track, structure and signals, layover facility work at system maintenance facilities, as well as SBCTA's share of system-wide track, signal, information technology, communications, rolling stock, facilities, rubber tire vehicles, existing TVD and mechanical improvements.

WHEREAS, there is a separate MOU, Contract No. 20-1002367, approved by SBCTA and SCRRA for Arrow Service, that addresses the roles and responsibilities for operation of the multiple units between San Bernardino – Downtown Station and Redlands – University Station.

WHEREAS, in lieu of annual funding agreements for Arrow Service, SBCTA will document each annual BUDGET in a Resolution and provide it annually to SCRRA upon approval by SBCTA's Board of Directors.

NOW, THEREFORE, the PARTIES agree as follows:

I. TERM

a. This MOU is effective upon execution by both Parties and shall remain in effect so long as SBCTA is a member of the JPA and funds the operations of the Arrow service, and shall not terminate prior to the completion of the disbursement of the New Capital, State of Good Repair (SGR) and Operating funds to SCRRA, which are disbursed across multiple annual funding cycles, and the completion of all reports, updates or any other documentation or responsibility of the PARTIES related to the projects in each annual BUDGET. In all events, this MOU shall

SBCTA Contract No: 25-1003311 Page **2** of **9**

terminate within the time limits set forth in applicable Federal Transit Administration (FTA) procedures and regulations or by express written consent mutually agreed upon by both PARTIES. The terms and conditions set forth herein shall remain in effect unless otherwise modified. The annual subsidies for each BUDGET cycle shall be documented in a Resolution and provided annually upon approval by the SBCTA Board of Directors.

II. OBLIGATIONS AND RESPONSIBILITIES OF SCRRA

- a. SCRRA agrees to provide weed abatement, debris removal, track maintenance, graffiti removal, and other related maintenance, at road crossings, as well as routine maintenance, inspection and repairs of track, structures, signal system, grade crossing warning system and communication infrastructure (collectively, "Maintenance of Way Services") within twenty (20) feet from the center line along all operational tracks within the San Gabriel Subdivision for which Arrow operates, and for any future expanded Arrow service on the Shortway Subdivision or any other railroad rights of way which SBCTA may acquire in the future upon which SCRRA is the Operating Railroad, as defined by Title 49, CFR, Part 200-299, upon which passenger rail service is provided to and from San Bernardino County and within the above Subdivisions, including also the Rialto Subdivision, upon which freight rail track rights and appurtenant maintenance obligations exist pursuant to a shared use and/or joint facilities agreement administered by SCRRA on SBCTA's behalf.
- b. As the Operating Railroad on behalf of SBCTA, SCRRA agrees to maintain track, signals, and crossing warning systems on the portion(s) of SBCTA-owned railroad rights of way upon which SCRRA operates Arrow service or is otherwise subject to Surface Transportation Board jurisdiction ("ENS Signage and Maintenance Services"). SCRRA will post and maintain Emergency Notification Signs (ENS) at all crossings on the out of service areas as required by the Federal Railroad Administration (FRA), CFR Title 49 Part 234.
- c. Notwithstanding anything to the contrary in paragraphs a and b, above, or in Article IV, below, SCRRA shall not seek reimbursement from SBCTA to the extent maintenance costs are offset by compensation due to SBCTA but received by SCRRA directly from freight rail operators pursuant to freight rail operator obligations under shared use and/or joint facilities agreements administered by SCRRA on SBCTA's behalf.
- d. SCRRA agrees to provide contracted law enforcement services for on-board and right-of-way incidents. The contracted law enforcement agency will provide full-service law enforcement services, which includes Coroner response and administrative support.
- e. The contracted law enforcement agency will provide quarterly updates to SBCTA on the activities rendered, specifically types of services and location (including County). Of note, SCRRA currently uses the mile posts to identify where an incident occurs.

SBCTA Contract No: 25-1003311 Page **3** of **9**

- f. SCRRA agrees to provide special train service as included in the BUDGET and will coordinate schedules and service options with SBCTA.
- g. SCRRA agrees to establish fiscal controls and accounting procedures sufficient to assure proper accounting for all transactions, so that audits may be performed.
- h. SCRRA shall use accounting and fiscal procedures conforming to Generally Accepted Accounting Principles (GAAP) or Governmental Accounting Standards Board (GASB).
- i. SCRRA agrees to comply with the requirements of 49 CFR, Part 26, et. seq., and all other FTA Disadvantaged Business Enterprise (DBE) rules, regulations, and policies in carrying out this MOU, and shall implement a stand-alone DBE Program that includes goal setting, outreach, monitoring, and reporting. SCRRA shall create and maintain records of compliance with the DBE obligations in this MOU and provide compliance information to SBCTA upon request.
- j. SCRRA will ensure all federal funding allocated by SBCTA is processed and submitted on behalf of SBCTA to the FTA within the fiscal year allocated by the SBCTA Board of Directors.
- k. SCRRA will provide quarterly reports summarizing annual actual data versus BUDGET to assist in the measurement of performance metrics.
- 1. SCRRA agrees to monitor expenditure deadlines for federal and state funding, and notify SBCTA one (1) year in advance of any potential loss of funds due to an inability to expend them by the deadline.
- m. As applicable, SCRRA will prepare and submit all required reports to federal and state agencies in a timely manner, by the due dates established by those agencies, in order to avoid any penalties that could impair funding to SBCTA.
- n. SCRRA will participate in SBCTA's Multimodal Interconnectivity Working Group, which serves as a collaborative environment with Arrow and local bus operators, who provide feedback and advise on current and future service planning endeavors that focus on enhancing the customer experience through targeting seamless connections and transfer times, schedule modifications, and expansion and identification of relevant grant opportunities.

III. OBLIGATIONS AND RESPONSIBILITIES OF SBCTA

- a. SBCTA shall participate in BUDGET development discussions with SCRRA and provide feedback and concurrence on proposed annual projects, operations, and anticipated service needs or modifications.
- b. SBCTA shall submit the annual BUDGET request to the SBCTA Board of Directors and provide written concurrence to SCRRA confirming any Board approval, allocation amounts and funding sources.
- c. SBCTA shall provide feedback and coordinate grant efforts on projects, led by SBCTA or SCRRA, that benefit San Bernardino County, where applicable.
- d. SBCTA shall review each SCRRA invoice for State of Good Repair (SGR) and SBCTA-approved New Capital project costs to ensure eligibility for federal

SBCTA Contract No: 25-1003311 Page **4** of **9**

- reimbursement and provide concurrence to SCRRA for making timely drawdown requests to FTA for eligible expenses following approval of the invoice.
- e. SBCTA shall provide SCRRA with appropriate documentation and other data as needed in coordination of audit activities and similar requests.

IV. INVOICING

- a. SCRRA shall adhere to the following guidelines for invoicing and managing of Operations:
 - i. SCRRA shall only utilize funding for specific line items of the approved Operating BUDGET. Any revisions to specific line items will utilize the BUDGET transfer process as outlined in SCRRA's Board approved Finance Policy 1.2 and shall include concurrence by SBCTA. For any SCRRA spending that will increase the SCRRA-approved Operating BUDGET and require an increase in SBCTA's contribution, SCRRA shall obtain SBCTA approval before entering any contractual relationship that may affect SBCTA's obligations, including but not limited to, funding obligations.
 - ii. SCRRA shall obtain written approval from the SBCTA Board of Directors prior to allocating and expending Deferred Revenue funds.
- b. SCRRA shall adhere to the following guidelines for invoicing and managing of New Capital and State of Good Repair (SGR) projects:
 - i. SCRRA shall invoice SBCTA on a quarterly basis for reimbursement of eligible expenses by submitting a Quarterly Progress/Expenditure Report. Each invoice and accompanying Quarterly Progress/Expenditure Report shall include sufficient back-up documentation to the project level so that expenses can be tracked on a project-by-project basis. Documentation shall include copies of vendor invoices, material acquired, percent completion, timesheets, and any other documentation justifying payment to SCRRA. For fixed fee contracts, in addition to the above-mentioned documentation, SBCTA requires the milestone schedule, corresponding payment schedule, and a copy of the completed study, if applicable. No retention will be withheld by SBCTA.
 - ii. Aggregate invoices provided for under this Section IV shall not exceed the approved total program amount of each year as specified in the annual BUDGET request.
 - iii. SCRRA shall invoice SBCTA no more than the total annual approved amounts for New Capital and SGR work, excluding deferred revenue or savings from other projects completed under BUDGET currently in SCRRA's possession, for all outstanding SBCTA programmed authority, including projects programmed in previous periods. Should SCRRA provide sufficient documentation to substantiate a greater cash flow requirement, SBCTA shall review and increase necessary cash flow adjustments that would otherwise prevent SCRRA from implementing

SBCTA Contract No: 25-1003311 Page **5** of **9**

- SBCTA approved projects, subject to the approval by the SBCTA Board of Directors.
- iv. SCRRA, as designated applicant/recipient of FTA funds, shall comply with all applicable grant agreements and Federal requirements for projects it determines is eligible to receive federal funds.
- v. SCRRA shall be responsible for managing and tracking the BUDGET and payment of eligible costs for projects in accordance with applicable Federal requirements and will retain and provide all required documentation and reports necessary to comply with Federal requirements and requests for information.
- vi. New Capital and State of Good Repair (SGR) funds allocated for each year are subject to lapse and subsequent rescission in future years if not fully expended. Any unexpended funds, excluding funds approved by SBCTA for extension, will be subject to reprogramming by the SBCTA Board of Directors one (1) year prior to potential rescission.
- vii. Final invoices for funds programmed as part of the annual BUDGET must be submitted before the end of the fiscal year on June 30th. Final invoices for period of performance ending June 30th shall be submitted within 90 days. SCRRA shall also submit an invoice estimate for pending invoices with the period of performance ending June 30th within 60 days of the fiscal year.
- viii. SBCTA shall pay invoices within 30 days of receiving a complete invoice with associated back-up documentation from SCRRA.
 - ix. SBCTA shall notify SCRRA within 15 days of receipt of an invoice if additional information, back-up documentation or clarification is required before payment can be issued.
- c. Invoices shall be e-mailed to SBCTA at the following address:

AP@gosbcta.com

V. AUTHORIZED REPRESENTATIVES

a. The persons signing this MOU represent that they are authorized to execute this MOU on behalf of their respective PARTY, and that, by so executing this MOU, the PARTIES hereto are formally bound to the provisions of this MOU.

VI. INDEMNITY

a. SCRRA shall indemnify, defend (with legal counsel reasonably approved by SBCTA), and hold harmless SBCTA, its officers, directors, members, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SCRRA, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this MOU.

SBCTA Contract No: 25-1003311 Page **6** of **9**

- b. SBCTA shall indemnify, defend, (with legal counsel reasonably approved by SCRRA) and hold harmless SCRRA, its officers, directors, member agencies, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SBCTA, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this MOU.
- c. The indemnification and defense obligations of this MOU shall survive its expiration or termination.

VII. INSURANCE

a. SCRRA has submitted current fiscal year evidence of insurance to the satisfaction of SBCTA. SCRRA will provide SBCTA with a certificate of insurance annually. SCRRA shall maintain, for the duration of this MOU, current or greater levels of insurance coverage, as approved by SCRRA's Board of Directors from time to time, against claims for injuries to persons or damages to property which may arise from or in connection with SCRRA rail operations or construction by the SCRRA, its agents, representatives, employees, or subcontractors on SBCTA property. If SCRRA proposes to reduce coverage or limits or increase deductibles or self-insured retentions in future fiscal years, then such changes shall only take place upon approval by the SBCTA. SCRRA contractors shall maintain levels of insurance deemed appropriate by SCRRA; SBCTA shall be covered to the full extent that SCRRA is covered by such policies of insurance, subject to said policies terms and conditions.

VIII. GENERAL PROVISIONS

- a. <u>Modification:</u> The PARTIES may amend this MOU in writing at any time. No amendment shall have any force or effect unless executed in writing by both PARTIES.
- b. <u>Severability:</u> If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- c. <u>Laws and Regulations</u>: SBCTA and SCRRA shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the BUDGET or any of the activities funded under the BUDGET.
- d. <u>Force Majeure:</u> Either PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire or flood; acts of God; commandeering of material,

SBCTA Contract No: 25-1003311 Page 7 of 9

products, plants or facilities by the federal, state or local government; or national fuel shortage when the excused PARTY gives the other PARTY written notice within forty-eight (48) hours and provides satisfactory evidence of such cause to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control of and not due to the fault or negligence of the PARTY not performing.

- e. <u>Assignment:</u> Neither this MOU, nor any of the PARTIES' rights, obligations, duties, or authority hereunder, may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor a waiver of any right to consent to such subsequent assignment.
- f. <u>Notices:</u> Any notices, requests or demands made between the PARTIES pursuant to this MOU should be sent via email or hard copy to be directed as follows:

TO SCRRA:	900 Wilshire Blvd, Suite 1500					
	Los Angeles, CA 90017					
	Attention: Darren Kettle					
	Chief Executive Officer					
	Email: kettled@scrra.net					
	Telephone: (213) 452-0255					
TO SBCTA:	1170 W. 3 RD St, 2 nd Floor					
	San Bernardino, CA 92410					
	Attention: Raymond W. Wolfe, PhD					
	Executive Director					
	Email: rwolfe@gosbcta.com					
	Telephone: (909) 884-8276					

- g. <u>Successors and Assigns:</u> The provisions of this MOU shall bind and inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.
- h. <u>Survival</u>: All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this MOU, including, but not limited to, the indemnification, reporting, auditing, repayment of improperly expended funds, and records maintenance obligations, shall survive any such expiration or termination.
- i. SBCTA and SCRRA agree that PARTIES will at all times comply with provisions of the JPA as amended and as it may be amended in the future by SBCTA and the other Member Agencies. Nothing in this MOU is intended to amend or supersede any provisions of the JPA, and in the event of any conflict between the JPA and this MOU, the JPA shall take precedence.
- j. <u>Signatures:</u> A manually signed copy of this MOU which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same

- legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature.
- k. <u>Recitals</u>: The RECITALS to this Agreement are hereby incorporated into and made a part hereof as though fully set forth herein.

This MOU shall be made effective upon execution by both PARTIES.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this MOU to be entered into as of the date set forth above.

RAIL AUTI	N CALIFORNIA REGIONAL HORITY	SAN BERNARDING COUNTY TRANSPORTATION AUTHORITY
By:		By:
	Darren Kettle CEO, SCRRA	Raymond W. Wolfe Executive Director
Date:		Date:
APPROVED	O AS TO FORM:	APPROVED AS TO FORM:
By:	Don Del Rio	By:Julianna K. Tillquist
	General Counsel	General Counsel
Date:		Date:





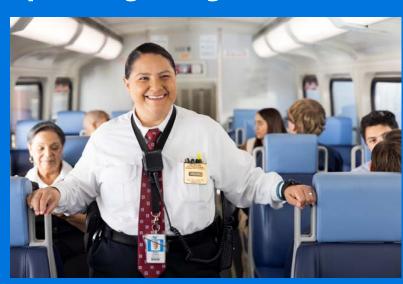
Agenda

FY26 Proposed Arrow Service Budget - Overview

- FY26 Operating Budget
 - Budget Assumptions
- FY26 Capital Program Budget
- FY26 Budget Summary



Operating Budget



Proposed FY26 Operating Budget Assumptions

Service Level:

Current Arrow Service Schedule

Revenue:

- Revenue / Ridership based on Updated Sperry Capital / KPMG Forecast
- No Fare Increases
- New Fare Promotions
- Student/Youth Discount 50% (No Student Ride Free Program)
- Fare Restructure Impacts

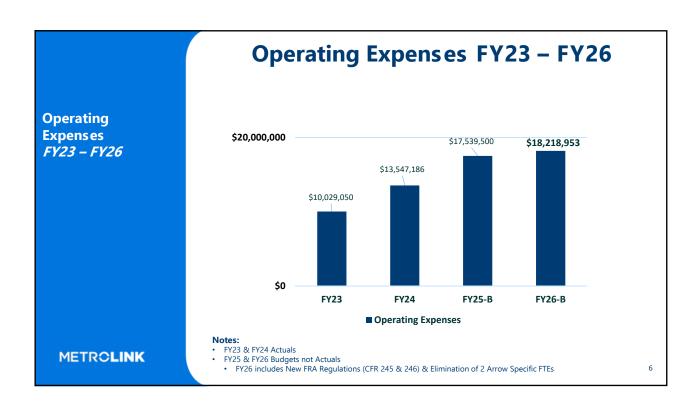
Expenses:

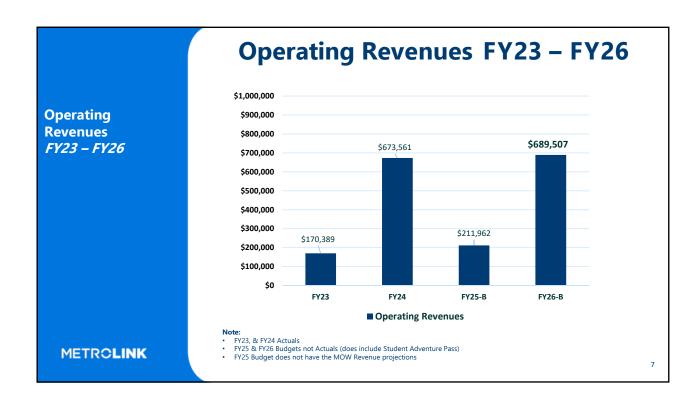
- Contractor Increases only as Mandated by Agreements
- Elimination of 2 Arrow Specific FTE Headcounts (Transitioned to Stadler)
- New Federal Regulation Support CFR 245 & 246
- This budget incorporates transitioning equipment and facility maintenance from Metrolink and Alstom to Stadler.



FY26 Arrow Service Operating Budget Overview

- Operating Revenue **\$0.7M**
 - Increase from FY25 of **\$0.5M** or **225.3%**
- Total Expenses \$18.2M
 - Increase from FY25 of \$0.7M or 3.9%
- Member Agency Support \$17.5M
 - Increase from FY25 of **\$0.2M** or **1.2%**





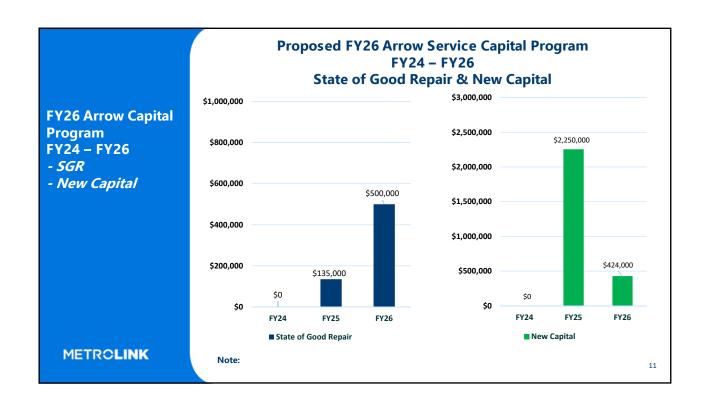




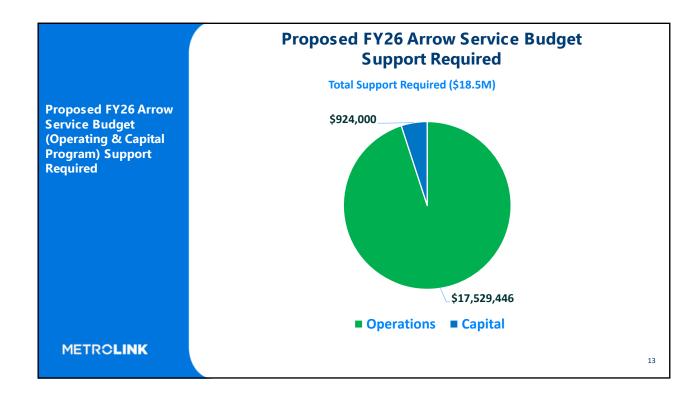
Proposed FY26 Arrow Service Capital Program Overview

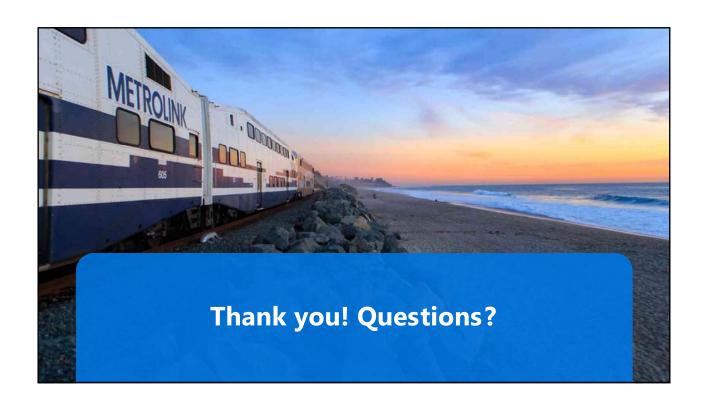
- State of Good Repair \$0.50M
 - Increase from FY25 of \$0.37M or 270.4%
- New Capital **\$0.42M**
 - Decrease from FY25 of (\$1.83)M or 81.2%
- Total Capital Budget **\$0.92M**
 - Decrease from FY25 of \$1.46M or 61.3%

Arrow Service Capital Program FY24 - FY26 State of Good Repair & New Capital \$4,000,000 **FY26 Arrow Capital Program FY24 - FY26** \$3,000,000 - SGR \$2,385,000 - New Capital \$2,000,000 \$924,000 \$1,000,000 Ś0 FY24 FY26 ■ State of Good Repair ■ New Capital **METROLINK**











PROJECT #	TYPE	ROUTE	SUBDIVISION	MILEPOSTS	CONDITION	IMPACT	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VCTC
3231	Rehab	Arrow	Redlands	n/a - n/a	Worn	High	Train Control	FY26 ARROW ON-BOARD TRAIN CONTROL SYSTEMS REHABILITATION	Upgrade the PTC equipment and software on DMU's to align with new standards developed in parallel with the delivery of this PTC equipment. As industry rapid standards evolution of PTC equipment and certain technologies are phased out, more equipment is becoming obsolete and requires modernization. SCOPE LIMITED TO ON-BOARD PTC EQUIPMENT ON ARROW LINE.	\$500,000	\$0	\$0	\$0	\$500,000	\$0
	'	·	<u>'</u>	<u>'</u>	<u>'</u>		<u>'</u>		SGR TOTAL PROJECT COUNT		\$0	\$0	\$0	\$500,000	\$0

PROJECT COUNT



PROJECT PROPOSAL

FY26

FERNANDEZK PROJECT# 3231.00

PROJECT: FY26 ARROW ON-BOARD TRAIN CONTROL SYSTEMS REHABILITATION

SCOPE TYPE: SGR | MRP |

Upgrade the PTC equipment and software on DMU's to align with new standards developed in parallel with the delivery of this PTC equipment. As industry rapid standards evolution of PTC equipment and certain technologies are phased out, more equipment is becoming obsolete and requires modernization. SCOPE LIMITED TO ON-BOARD PTC EQUIPMENT ON ARROW LINE.

Mile Posts: n/a Division: Redlands County: SB Asset Type: Train Control

OBJECTIVES

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 4: Retain and Grow Ridership) Improve service reliability
- 3. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 4. (Goal 1: Ensure a Safe Operating Environment) Reduce train accidents

JUSTIFICATION

TOTAL

The Train Control Systems rehabilitation outlined in the Metrolink Rehabilitation Plan (MRP) encompasses both Positive Train Control (PTC) and centralized train control systems and equipment. This rehabilitation is necessary due to these assets falling below the State of Good Repair, as defined by SCRRA staff and industry standards.

RISK CREATED BY NON-IMPLEMENTATION

If the program is not implemented in full, the remaining work that is beyond the rehabilitation limits will be added to the backlog in future years.

\$500.000

Current Age: 124 Year(s) Standard Lifespan: 0 Year(s)

RISKS CAUSING PROJECT DELAY

- RANKING // PROJECT READINESS
- 2. System Impact..... High

1. Condition of Asset..... Worn

Current Age: 124 Year(s)									
	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$0								
				2026	\$0	\$0	\$0	\$25,000	\$25,000
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$43,750	\$43,750	\$43,750	\$43,750	\$175,000
MATERIAL	\$250,000								
CONSTRUCTION	\$115,000								
				2028	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
CLOSE OUT	\$0								
DBE/LABOR	\$7,000								
				2030	\$0	\$0	\$0	\$0	\$0
PROJECT MANAGEMENT									
* P.M STAFF	\$27,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$27,000								
* CONSULTANT	\$50,000								
				Cash Flow	is constructed b	ased on overall	% of project co	mpletion as de	termined by
CONTINGENCY	\$24,000				nagement office	e. 1st year = 5%	s; 2nd year = 35	%; 3rd year = 3	0%; 4th year
				= 30%					

FUNDINGS

ECT TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	ОСТА	RCTC	SBCTA	VC ⁻
6 Capital	Arrow	Redlands	Facilities	ARROW portion: Portable wheel true and rotor change out equipment acquisition ARROW Portion: Construction of PTC Training Center	Procure and commission 1 Portable Wheel True lathe and 1 Rotor Change machine. Includes equipment and maintenance training for mechanical crew. 1. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and separation of cart or locomotive from the consist, cutting impact to operations form days to hours. This wheel true machine will also able to cut wheels for Arrow fleet, removing the need to remove and reinstall buggies, transport to them to CMF to wheel true and bring back to San Bernardino. Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. 2. Rotor change our machine will allow mechanical team to replace defect rotors from cars on the PM track without having to cut the defective car from the consist, shopping equipment for days. The equipment can be repaired during the service window at CMF. \$640K Project Total: To split 90% Agency (#3265) and 10% Arrow (#3405). The construction of the PTC Training Center at the Melbourne facility will include the following features: A. Two PTC simulator rooms (one for F125, one for DMU/ZEMU), with an instructor's room positioned between them, equipped with glass windows for direct observation of trainee activities. B. Two training rooms: one with a capacity of 25-30 people, and a smaller room for 8-12 people. Additionally, a lab offices with an access door to the PTC lab will be constructed.	\$360,000	\$0		\$0	\$360,000	
					CAPITAL TOTAL	\$424,000	\$0	\$0	\$0	\$424,000	
					PROJECT COUNT	2					

PROJECT PROPOSAL

6.e

FERNANDEZK PROJECT# 3405.00

PROJECT: ARROW PORTION: PORTABLE WHEEL TRUE AND ROTOR CHANGE OUT EQUIPMENT ACQUISITION

SCOPE TYPE: CAPITAL | MRP |

Procure and commission 1 Portable Wheel True lathe and 1 Rotor Change machine. Includes equipment and maintenance training for mechanical crew. 1. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and separation of cart or locomotive from the consist, cutting impact to operations form days to hours. This wheel true machine will also able to cut wheels for Arrow fleet, removing the need to remove and reinstall buggies, transport to them to CMF to wheel true and bring back to San Bernardino. Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. 2. Rotor change our machine will Mile Posts: n/a Division: Redlands County: SB Asset Type: Non-Revenue Fleet

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 3: Invest in People and Assets) Maintain State of Good Repair
- 2. (Goal 2: Maintain Fiscal Sustainability) Reduce operating cost
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability

RISK CREATED BY NON-IMPLEMENTATION

JUSTIFICATION

Currently we only have one, 32 year old, stationary wheel true machine for the entire 1. System Reliability..... High system at CMF, with single point of failure. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and

4. Safety & Security..... High

2. Ridership Increase..... High

3. Capacity Improvements..... High

RANKING // PROJECT READINESS

Service interruption due to lack of available revenue equipment for service when a there are wheel or rotor defects. If 32 year old stationary wheel true machine fails at CMF, we will have to contract with nearby RR and mover equipment to their yard for Current Age: 125 Year(s) Standard Lifespan: 10 Year(s)

5. Environmental..... High

	BUDGET			CASH FLOW						
	AMOUNT	START	END							
CONTRACT PACKAGING	\$0			<u>FY</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL	
DESIGN	\$0									
				2026	\$0	\$0	\$0	\$0	\$0	
ENVIRONMENTAL	\$0									
ROW ACQUISITION	\$0									
				2027	\$8,000	\$8,000	\$8,000	\$8,000	\$32,000	
MATERIAL	\$0									
CONSTRUCTION	\$51,000									
				2028	\$8,000	\$8,000	\$8,000	\$8,000	\$32,000	
SPECIAL RAIL EQUIP	\$0									
FLAGGING	\$0									
BUS BRIDGES	\$0			2029	\$0	\$0	\$0	\$0	\$0	
CLOSE OUT	\$0									
DBE/LABOR	\$2,000									
				2030	\$0	\$0	\$0	\$0	\$0	
PROJECT MANAGEMENT										
* P.M STAFF	\$2,000									
				2031	\$0	\$0	\$0	\$0	\$0	
* SUPPORT STAFF	\$3,000									
* CONSULTANT	\$0			1						
					is constructed ba					
CONTINGENCY	\$6,000			by project vear = 30%	management off	fice. 1st year =	5%; 2nd year =	35%; 3rd year	= 30%; 4th	
TOTAL	\$64,000			year - 30%	•					

SCOPE TYPE: CAPITAL | NON-MRP

The construction of the PTC Training Center at the Melbourne facility will include the following features:

A. Two PTC simulator rooms (one for F125, one for DMU/ZEMU), with an instructor's room positioned between them, equipped with glass windows for direct observation of trainee activities.

Mile Posts: n/a Division: Redlands County: SB Asset Type: Facilities

OBJECTIVES RISKS CAUSING PROJECT DELAY

- 1. (Goal 4: Retain and Grow Ridership) Grow and retain ridership
- 2. (Goal 3: Invest in People and Assets) Reduce employee turnover
- 3. (Goal 4: Retain and Grow Ridership) Improve service reliability

JUSTIFICATION

Provide additional PTC training facility will have impact on.

• enhance and improve training capabilities for operational teams, particularly train engineers, are vital for the agency's ability to maintain safe and efficient revenue service. These upgrades are not just beneficial, but essential for meeting safety

RANKING // PROJECT READINESS

- System Reliability..... Average
- 2. Ridership Increase..... Average
- 3. Capacity Improvements..... Average

RISK CREATED BY NON-IMPLEMENTATION

• Disruption to PTC Training Program: Without the necessary funds, the Melbourne facility will be unable to support the required enhancements to the (PTC) training program. This would significantly impact the ability to adequately train engineers

4. Safety & Security..... High

5. Environmental..... Low

With the current and anticipated increase in train operations, the PTC

	BUDGET					CASH	FLOW		
	AMOUNT	START	END						
CONTRACT PACKAGING	\$0			FY	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	TOTAL
DESIGN	\$28,000								
				2026	\$0	\$0	\$0	\$18,000	\$18,000
ENVIRONMENTAL	\$0								
ROW ACQUISITION	\$0								
				2027	\$18,000	\$18,000	\$18,000	\$18,000	\$72,000
MATERIAL	\$0								
CONSTRUCTION	\$275,000								
				2028	\$31,500	\$31,500	\$31,500	\$31,500	\$126,000
SPECIAL RAIL EQUIP	\$0								
FLAGGING	\$0								
BUS BRIDGES	\$0			2029	\$27,000	\$27,000	\$27,000	\$27,000	\$108,000
CLOSE OUT	\$3,000								
DBE/LABOR	\$2,000								
				2030	\$9,000	\$9,000	\$9,000	\$9,000	\$36,000
PROJECT MANAGEMENT									
* P.M STAFF	\$7,000								
				2031	\$0	\$0	\$0	\$0	\$0
* SUPPORT STAFF	\$9,000			"					
* CONSULTANT	\$3,000								
					is constructed b			•	
CONTINGENCY	\$33,000				management of	fice. 1st year =	5%; 2nd year =	35%; 3rd year	= 30%; 4th
TOTAL	\$360.000			year = 30%)				

RESOLUTION NO. 25-072

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE FUNDING OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BUDGET FOR FISCAL YEAR 2025/2026 FOR ARROW SERVICE

WHEREAS, the Southern California Regional Rail Authority ("SCRRA") is a Joint Powers Authority ("JPA") funded by five (5) member agencies, including Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission, San Bernardino County Transportation Authority ("SBCTA"), and Ventura County Transportation Commission, and

WHEREAS, Arrow service is operated under the existing JPA, and

WHEREAS, SCRRA provides commuter rail service through its operation of Arrow, which operates between the cities of Redlands San Bernardino, of which SBCTA solely funds, and

WHEREAS, SBCTA and SCRRA are finalizing Memorandum of Understanding (MOU) No. 25-1003311, outlining the obligations and responsibilities of each respective agency for the Annual Funding Allocations for New Capital, State of Good Repair, and Operations of Arrow Service, and

WHEREAS, SCRRA's Budget Request to SBCTA for Arrow Service for Fiscal Year 2025/2026 totals \$18,453,446 for: \$17,529,446 for Operating assistance, \$500,000 for State of Good Repair assistance, and \$424,000 for New Capital assistance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, that, contingent on the execution of MOU No. 25-1003311, SBCTA commits to funding the SCRRA Fiscal Year 2025/2026 annual subsidy and budget request for Arrow Service with the following allocations:

Total Budget	\$18,453,446
Operating	\$17,529,446
\$12,000,446	Measure I Valley Rail Funds
\$3,227,000	Congestion Mitigation and Air Quality Improvement Program Funds
\$2,302,000	Senate Bill 125 Transit and Intercity Rail Capital Program Funds
State of Good Repair	\$500,000
\$500,000	Measure I Valley Rail Funds
New Capital	\$424,000
\$424,000	Measure I Valley Rail Funds

This resolution shall become effective upon execution, by both parties, of MOU No. 25-1003311.

Resolution No. 25-072 Page 1 of 2

APPROVED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on June 4, 2025.

Ray Marquez, Board President San Bernardino County Transportation Authority

ATTEST:

Marleana Roman, Clerk of the Board San Bernardino County Transportation Authority

Resolution No. 25-072 Page 1 of 2

Minute Action

AGENDA ITEM: 7

Date: May 15, 2025

Subject:

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

Recommendation:

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

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

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

Background:

The San Bernardino County Transportation Authority (SBCTA) Vanpool Subsidy Program, which provides up to \$600 a month towards a vanpool lease for commuters through a vanpool leasing company, has generated \$342,716 in Federal Transit Administration (FTA) Section 5339 revenue for SBCTA from federal fiscal years 2021-2024. Section 5339, also known as Grants for Buses and Bus Facilities Formula Program, provides funding to transit agencies through a statutory formula to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no-emission vehicles or facilities. The additional revenue is generated based on vehicle miles and passenger miles traveled being reported to the FTA, which by formula increases the amount of Section 5339 funds being designated for a specific area.

Omnitrans is the direct FTA grantee for the San Bernardino Valley. As a result, SBCTA and Omnitrans have developed a direct recipient/sub-recipient working relationship to deliver projects which utilize FTA funds. Omnitrans and SBCTA executed Memorandum of Understanding (MOU) No. 15-1001289 in October 2015, setting forth the roles and responsibilities of the recipient/sub-recipient relationship. The MOU stipulates that project-specific sub-recipient agreements shall be executed, consistent with the parameters of the MOU and the specifics of the individual project. Agreement No. 25-1003246 is a funding agreement which details the specific recipient/sub-recipient requirements for the use of FTA Section 5339 funds. Agreement No. 25-1003246 is consistent with the intent of MOU No.15-1001289.

Agreement No. 25-1003246 describes the respective responsibilities of SBCTA and Omnitrans relative to acquiring and using FTA Section 5339 funds. SBCTA intends to use the funds for eligible activities that support Park and Ride lots, including leases of said lots, that promote the use of alternative transportation. In addition, the FTA 5339 funding will fund Omnitrans' actual costs associated with administering the FTA grant, including sub-recipient monitoring.

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item May 15, 2025 Page 2

The vanpool program has generated revenue since the program's inception; however, this will be the first time that funds will be accessed by SBCTA. Since this agreement does not have an expiration date and revenue will continue to be generated, Agreement No. 25-1003246 will need to be amended to reflect funding increases. Approval of Recommendation B provides authority to the Executive Director, or his designee, to approve and execute amendments to the agreement so that the total contract amount remains consistent with the revenue generated under Section 5339.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025 and is included in the proposed Budget for Fiscal Year 2025/2026 and funded through Federal Transit Administration's Section 5339 funds that are generated from SBCTA's Vanpool Subsidy Program in Program 30, Transit.

Reviewed By:

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

Responsible Staff:

Mairany Anaya, Multimodal Mobility Administrator

Approved Transit Committee Date: May 15, 2025 Witnessed By:

			Contract S	ummary Sheet			1
			General Con	tract Information			
Contract No:	25-100324	16 Ameno	lment No.:				
Contract Class:	Receiv	able	Department:	Trans	it	_	
Customer ID:	OMNI FT	·A Cu	stomer Name: Omr	nitrans			
Description:	Subrecipier	 nt Agreemen	t for FTA 5339 Fund	s with Omnitrans - Re	eceivable		
List Any Accounts F	Payable Rela	ted Contract	Nos.:	25-1003	3292 (administrati	ive payable)	
			Dolla	r Amount			
Original Contract		\$	342,716.00	Original Contingency	\$	-	
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency I	Contingency Released \$ - Prior Contingency Released (-)		eleased (-)	\$	-		
Current Amendme	nt	\$	-	Current Amendmen	\$	-	
Total/Revised Con	tract Value	\$	342,716.00	Total Contingency \	/alue	\$	-
		Total	Dollar Authority (C	ontract Value and Co	ontingency)	\$	342,716.00
				Authorization			
Board of Directo	ors Dat		04/2025	Commit		Item #	
		Со		t (Internal Purposes	Only)	N. / 0	
Federal			Funding Agreemen	it		N/A	
			Account	s Receivable			
Total Contract Funding	: \$,	342,716.00 F	unding Agreement No:		25-1003246	
Beginning POP Date:	07	7/01/2025	Ending POP Date:	12/31/2039	Final Billing Date:	06/30/2040	
Expiration Date:	12	2/31/2039	Fund Ad	min: Yes			
Parent Contract	25-100	3246	PM Description	Section 5339 Funds	from Vanpool Subsi	dy Program with (Omnitrans
Z-Related Contracts				Z25-1003246			
Fund Prog Task GL: 2180 30 0314 GL:	Sub- Task Reveni 0320 421070		ract Funding: 342,716.00	Fund Prog Task GL:	Sub- Task Revenue	Total Contract Fund	ing:
Maii	rany Anaya			Vict	tor Lopez		
	nager (Print	Name)	_		ger (Print Name)		
Additional Notes: Ma	ster MOU: 15	5-1001289, ad	ministrative payable o	ontract no. 25-1003292	2		

			Contr	act summary s	neet			
			General	Contract Infor	mation			
Contract No:	25-100329	22 Amen	dment No.:					
Contract Class:	Paya	ble	Departmer	nt:	Transi	t		
Vendor No.:	01568	Vend	lor Name: Omn	itrans				
Description:	Subrecipier	. nt Agreemen	t for FTA 5339 I	- unds with Om	nitrans - Pa	yable		
		Ÿ		Dollar Amount				
Original Contract		\$	34,27	1.60 Original C	 Contingency	/	\$	-
Prior Amendment	S	\$		- Prior Am	endments		\$	-
Prior Contingency	Released	\$		- Prior Con	itingency Re	eleased (-)	\$	-
Current Amendme	ent	\$		- Current A	Amendment	t	\$	-
Total/Revised Cor	ntract Value	\$	34,27	1.60 Total Cor	ntingency V	alue	\$	-
		Tota	l Dollar Authori	ty (Contract Va	alue and Co	ntingency)	\$	34,271.60
				ract Authoriza				
Board of Direct	ors Da		/04/2025	. /	Commit	-	Item	#
	Other Contra		ontract Manage	ement (Interna le Source? N		Only)	N/A	
Federal Administrative (internal tracking only)							N/A	
roderar		7101111111		counts Payabl			14/71	
Estimated Start Da	ate: 0	7/01/2025		Date: 12/31		Revised Expiration	n Date:	12/31/2039
NHS: N/A		MP/QAP:	— N/A	Prevailing V				
1477	_		14/74	rrevailing v		al Contract Funding:	Total (Contingency:
Fund Prog Task	Sub- Task Object	Revenue	PA Level Re	venue Code Name		34,271.60	\$	_
GL: 2180 30 0314	•		TTLOTO. NO	FTA 5339	Ψ	34,271.60	Ψ	-
GL: GL:								-
GL:						-		-
GL:						-		
GL:						-		<u> </u>
GL:						-		
GL: GL:						<u> </u>		-
GL:		0				-		-
GL: GL:						<u> </u>	-	
Parent Contract	25-100	3246	PM Description	n				
Z-Related Contracts		<u> </u>			1003246			
	irany Anaya	Nama	_			or Lopez ger (Print Name)		
	nager (Print	•	groomont No /Do					
Additional Notes: M	aster ividu: I	υ- 1001289, Α(greement No./Re	remanie courtac	t 140.: 25-10(J3Z40		

SUB-RECIPIENT AGREEMENT NO. 25-1003246

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

OMNITRANS

FOR

FEDERAL TRANSIT ADMINISTRATION GRANTS FOR BUSES AND BUS FACILITIES FORMULA PROGRAM

This agreement ("Agreement") is by and between the San Bernardino County Transportation Authority ("SBCTA") and Omnitrans, collectively referred to herein as "Parties".

RECITALS

WHEREAS, this Agreement describes the respective responsibilities of SBCTA and Omnitrans relative to acquiring authorization to use Federal Transit Administration ("FTA") Grants for Bus and Bus Facilities Program (49 U.S.C. §5339; "Grant") generated from SBCTA's Vanpool Subsidy Program's vehicle revenue miles and passenger miles.

WHEREAS, Grant funds are eligible for capital projects that include projects to replace, rehabilitate, and purchase buses and related equipment, and projects to construct bus-related facilities, and passenger-facing facilities that provide amenities which include Park and Ride lots.

WHEREAS, SBCTA will use Grant funds to support and lease Park and Ride lots ("Program") that promote the use of alternate transportation.

WHEREAS, SBCTA is not eligible for authorization of Grant funds and will be a subrecipient to Omnitrans, who is eligible to receive Grant funds.

WHEREAS, Omnitrans, as the FTA Grantee, pursuant to the terms of this Agreement, will submit a Grant application to the FTA for Fiscal Year 2026 with respect to obtaining funding for the Program. The Grant application is, among other things, for the benefit of SBCTA as a Subgrantee.

WHEREAS, SBCTA will be considered the Subgrantee for purposes of the Grant agreement, and is responsible for complying with all provisions of the grants and of applicable federal, state, and local laws and regulations ("Applicable Law") necessary in order to qualify for the funding for, and to undertake the Program.

WHEREAS, Omnitrans will use the Grant funds received from the Grant Application for the Program in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and Omnitrans agree as follows:

- **1. OBLIGATIONS OF OMNITRANS** Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:
 - 1.1. As the FTA Grantee:
 - 1.1.1.Omnitrans shall include SBCTA's request for Three Hundred Forty-Two Thousand, Seven Hundred Sixteen Dollars (\$342,716) of funding in Omnitrans' Fiscal Year 2026 Grant application to the FTA with respect to obtaining funding for the Program.
 - 1.2. Omnitrans will sign the Grant documents resulting from the foregoing Grant application submittal, upon the receipt of such assurances from SBCTA as Omnitrans may reasonably require.
 - 1.2.1.Omnitrans will reimburse SBCTA for the Program up to the amount available from any Grant funds received for the Program ("Disbursement"), in conformity with the following procedure:
 - 1.2.1.1.SBCTA shall submit a request for the Disbursement of Grant funds from Omnitrans ("Disbursement Request"). For each Disbursement Request, SBCTA shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed, the purpose of the Disbursement and such additional supporting documentation and background information as Omnitrans may reasonably require.
 - 1.2.1.2.Each Disbursement Request shall be accompanied by a written certification by SBCTA's Chief Financial Officer that such Disbursement will not violate the terms of the grant or Applicable Law, and that SBCTA will use the Disbursement for the purpose indicated in the Disbursement Request.
 - 1.2.1.3. Within five (5) business days of the receipt of a Disbursement Request and accompanying certification, Omnitrans shall notify SBCTA as to any additional supporting documentation and background information required.
 - 1.2.1.4.If the Disbursement Request is submitted before the 15th day of each month, Omnitrans shall, no later than the fifth business day of the following month: (i) disburse (including through electronic transfer of funds, if SBCTA so requests and provides the necessary information prior to the date of payment) all or that portion of the requested funds which Omnitrans reasonably believes it can disburse without violating the terms of the grant or Applicable Law; and (ii) if applicable, notify SBCTA why it reasonably believes it is unable to disburse all of the requested funds without violating the terms of the Grant or Applicable Law.

- 1.2.1.5.In the event Omnitrans has a good faith and reasonable belief that Disbursement would constitute a violation of the terms of the Grant or Applicable Law, it may withhold disbursement until it is reasonably determined that disbursement would not violate the terms of the Grant or Applicable Law. Upon receipt of a determination by the FTA or other applicable agency, or of a legal opinion from an attorney acceptable to both Parties, advising that disbursement will not violate the terms of the Grant or Applicable Law, Omnitrans will release the requested funds within five (5) business days.
- 1.2.2. Omnitrans shall timely prepare and submit to the FTA all required periodic reports and milestone updates, so long as all necessary information is timely received from SBCTA.
- 1.2.3. Omnitrans shall conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder complies with the terms of the Grant sought and all Applicable Law.

Omnitrans shall comply with all requirements of the FTA Master Agreement, including submission to the FTA on a quarterly basis of reports that document the status of the SBCTA's Program implementation progress, including task completion status and budget status, provided that SBCTA has timely submitted such information to Omnitrans as required under this Agreement. A copy of the most current FTA Master Agreement at the time of executing this Agreement is attached hereto and incorporated by reference as Exhibit "A".

- **2. OBLIGATIONS OF SBCTA** Pursuant to, and to the extent provided in, this Agreement, SBCTA shall take the following actions:
 - 2.1. SBCTA shall provide to Omnitrans all information reasonably needed for any FTA funding grant applications Omnitrans may submit to FTA or that is required for the subsequent administration of awarded grants for the benefit of the Program.
 - 2.2. Work that will be reimbursed under the terms of this Agreement may not be invoiced by SBCTA to Omnitrans until the Grant application is approved and funding is made available to Omnitrans by the FTA. Funding provided under this Agreement shall be utilized by SBCTA solely for the Program, and for no other purpose.
 - 2.3. Certify to Omnitrans for each Disbursement Request that such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that SBCTA will use the disbursement as indicated in the Disbursement Request. If FTA or any Program audit determines that any Grant funds were not spent in accordance with applicable federal rules and regulations, SBCTA shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall

- be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.
- 2.4. SBCTA shall comply with all FTA grant funding requirements, including, but not limited to, complying with all FTA requirements and other requirements for bidding and contract administration. In addition, SBCTA shall ensure that the Program activities are conducted in accordance with Applicable Law with all due diligence and in a skillful and competent manner.
- 2.5. SBCTA shall notify Omnitrans of any changes in the description of the Program and shall request Omnitrans' written approval for any changes that impact costs associated with the Program that would affect the administration of any FTA funding grant.
- 2.6. SBCTA shall comply with all requirements of the FTA Master Agreement and with any additional requirements applicable to the Grant for the Project. Such compliance shall include, but is not limited to, submitting to Omnitrans on a quarterly basis all reports that document the progress of the Program implementation, including task completion status, budget status, and adherence to project schedule. SBCTA shall be responsible for complying with all applicable FTA legal requirements and shall include the FTA required standard clauses in its contracts to be funded under this Agreement, as applicable, and will ensure that such requirements and standard clauses flow down to the lowest tier required under the FTA requirements.
- 2.7. All SBCTA contracts funded under this Agreement shall include a clause allowing SBCTA to terminate such contract for convenience, including for failure to receive sufficient federal funds to complete the work under such contract.
- 2.8. SBCTA will provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.
- 2.9. SBCTA shall timely provide all information needed for quarterly reporting and milestone updates to Omnitrans so Omnitrans can prepare and submit to the FTA all reports and updates; in no event shall such information be provided later than fifteen (15) days prior to the required date of submission to the FTA.
- 2.10. SBCTA shall maintain all books, papers, records, and accounting records, including but not limited to all direct and indirect costs allocated to the Program, cost proposals with backup data, and all other material relating to the Program. SBCTA shall, upon request, make all such materials available to Omnitrans, any representative of FTA or the federal government or their designees, at any reasonable time during the term of the Agreement and continuing for three (3) years from the date of SBCTA's final payment for project expenses. Any contract entered into as a result of this Agreement shall contain all of the provisions of this paragraph.

- 2.11. All SBCTA actions contemplated by this Agreement shall be undertaken in compliance with the terms of the grants which are being sought or entered into and with all Applicable Law.
- 2.12. Invoice Omnitrans on a quarterly basis for reimbursement on Program expenditures and costs.
- 2.13. SBCTA shall not subcontract any portion of the work required by this Agreement without prior written approval of Omnitrans.

3. WARRANTIES

- 3.1. SBCTA warrants to Omnitrans that:
 - 3.1.1.To SBCTA's knowledge, the submittal of the completed Grant application by Omnitrans on behalf of SBCTA will not constitute any violation of Applicable Law.
 - 3.1.2.SBCTA shall conduct itself so that all aspects of the Program, and any aspect of SBCTA's participation in this Agreement and the actions contemplated of it by this Agreement, will be in compliance with the terms of the Grant and with Applicable Law.
 - 3.1.3.SBCTA will use the disbursements for the purpose indicated in its Disbursement Request.
 - 3.1.4.SBCTA shall comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto and, as applicable, the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184.

4. EXERCISE OF RIGHTS UNDER THIS AGREEMENT

The CEO/General Manager of Omnitrans, or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limit, accepting the certifications of SBCTA required under the terms of this Agreement. The Executive Director of SBCTA, or her/his designee, shall exercise the rights of SBCTA under this Agreement, however, any certifications of SBCTA required under the terms of this Agreement shall be provided only by the Executive Director, or her/his designee or such other representative of SBCTA as is specified by action of the SBCTA's governing body, except as otherwise specified in this Agreement.

5. PAYMENT OF ADMINISTRATIVE EXPENSES OF OMNITRANS

As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to SBCTA to account for all administration costs associated with managing this project. Omnitrans will charge a maximum of 10% of the total Program cost (approximately \$34,272) as Administrative Expenses and will invoice SBCTA annually for administrative costs incurred, which will include supporting documentation for costs incurred. At SBCTA's sole discretion, SBCTA may pay Omnitrans Administrative Expenses with non-grant funds. If due to extraordinary circumstances it becomes evident to Omnitrans that it will exceed its estimated expenses, SBCTA will immediately be notified and both Parties shall meet and negotiate in good faith to arrive at an agreed adjustment to Omnitrans' compensation.

6. INSURANCE AND BONDING REQUIREMENTS

SBCTA shall require that any contractor providing services with respect to the Program obtain and maintain insurance of the type and in the amounts that Omnitrans would require of its contractors performing similar services on a Program similar to the improvements for the longer period of; i) the duration of this Agreement or ii) for the duration of such contractor's involvement in the Program. Omnitrans, and its directors, officers, employees and volunteers shall be included as additional insureds on such policies. Further, SBCTA will require that any contractors provide bid and performance bonds as are required by Applicable Law or the FTA Master Agreement.

7. INDEMNIFICATION BY OMNITRANS

Omnitrans shall indemnify, defend, and hold SBCTA, and its officers, directors, members, employees, agents and contractors harmless from any damage, loss, cost or expense (including reasonable attorney's fees) which arises by virtue of Omnitrans' breach of any term of this Agreement or from any negligent act, omission or willful misconduct of Omnitrans, its officers, directors, members, employees, agents or contractors arising out of or related to performance of this Agreement, including any and all damages, loss, claims, actions or liabilities and/or any fine by the FTA or other agency arising from such breach.

8. INDEMNIFICATION BY SBCTA

SBCTA shall indemnify, defend, and hold Omnitrans, and its officers, directors, members, employees, agents and contractors harmless from any damage, loss, cost or expense (including reasonable attorney's fees) which arises by virtue of SBCTA's breach of any term of this Agreement or from any negligent act, omission or willful misconduct of SBCTA, its officers, directors, members, employees, agents or contractors arising out of or related to performance of this Agreement, including any and all damages, loss, claims, actions or liabilities and/or any fine by the FTA or other agency arising from such breach.

9. TERM

This Agreement is effective upon execution by both Parties and shall terminate upon the rejection of any Grant application for the Program by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the Grant and the completion of all reports, updates or any other documentation or

responsibility of Omnitrans related to the Grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations but in no event later than four (4) years from the date of the last Grant received by Omnitrans.

10. FORCE MAJEURE

- 10.1.An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement.
- 10.2. Subject to Section 9.1, neither Party shall be considered to be in default in the performance of any of the agreements contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
- 10.3.If either Party because of an Uncontrollable Force is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected provided that: (i) the nonperforming Party, within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
- 10.4.If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the Party's inability to perform.

11. AUTHORIZATION BY OMNITRANS

Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing Board and that the persons signing this Agreement on its behalf have the necessary authority to do so.

12. AUTHORIZATION BY SBCTA

SBCTA represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by SBCTA's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.

13. HEADINGS

All paragraph headings throughout this Agreement are for convenience of reference only.

14. ADDITIONAL DOCUMENTS

Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.

If the FTA Master Agreement is updated, and such updated FTA Master Agreement applies to the Grant, Omnitrans shall provide a copy of the updated FTA Master Agreement to SBCTA. Such updated FTA Master Agreement, once provided by Omnitrans to SBCTA, and without further amendment to this Agreement, shall replace the version of the FTA Master Agreement attached hereto as Exhibit "A".

15. LITIGATON EXPENSES

If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, each party will bear its own attorney fees.

16. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between the parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

17. ACCURACY OF REPRESENTATION

As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

18. ORIGINALS AND COPIES

This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original. The parties agree that this Agreement may be

executed by electronic signature, including but not limited to, facsimile, PDF, or other electronic means, and such electronic signatures shall have the same force and effect as original signatures.

19. CONSTRUCTION OF AGREEMENT

- 19.1. **Equal Construction.** This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.
- 19.2. **Internal Consistency.** The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.

20. NOTICES

20.1. All notices and correspondence, including invoices, between the Parties shall be in writing and shall be deemed to have been given: when actually delivered, if personally delivered or transmitted by overnight courier service; when actually delivered when sent by electronic mail if sent during normal business hours, and on the next business day if sent outside normal business hours; or, if mailed, three (3) business days after being deposited in the United States mail, postage prepaid, return receipt requested, to the addresses noted below:

Omnitrans
Attn: Maurice Mansion
1700 West Fifth Street
San Bernardino, CA 92411
Maurice.Mansion@omnitrans.org

SBCTA
Attn: Mairany Anaya
1170 West Third Street, Second Floor
San Bernardino, CA 92410
manaya@gosbcta.com

20.2. Any Party may change its address for receipt of written notice by notifying the other Party in writing of a new address for delivering notice.

21. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

SIGN	ATURES ARE ON T	HE FOLLOWING P	AGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

OMN	ITRANS		SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
		By:	
Erin F	Rogers		Ray Marquez
CEO/	General Manager		President
		Date:	
APPI	ROVED AS TO FOR	R M: By:	APPROVED AS TO FORM:
Steve	n DeBaun		Julianna K. Tillquist
Omni	trans Counsel		SBCTA General Counsel
		Date:	

EXHIBIT A FTA MASTER AGREEMENT



UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by the Infrastructure Investment and Jobs Act of 2021 (IIJA), the Fixing America's Surface Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other federal laws that FTA administers.

FTA MA(31) May 2, 2024

http://www.transit.dot.gov

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UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

PREFACE

Statutory Authorities

This is the official Federal Transit Administration (FTA) Master Agreement that applies to each Underlying Agreement (Grant Agreement, Cooperative Agreement, Loan Agreement, Loan Guarantee Agreement, or Line of Credit Agreement) for a specific Award authorized by:

- (a) Federal transit laws, 49 U.S.C. chapter 53, as amended, including the following:
 - (1) The Infrastructure Investment and Jobs Act of 2021 (IIJA), Public Law No. 117-58, November 15, 2021, and other authorizing legislation that may be enacted;
 - (2) The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015;
 - (3) The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112- 141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015; and
 - (4) The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008.
- (b) Continuing Resolutions or Other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2021.
- (c) Title 23, United States Code (Highways).
- (d) Other federal legislation that FTA administers, as FTA so determines.

Purpose of this Master Agreement

This FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement with the Recipient, which Underlying Agreement may take the form of an:

- (a) FTA Grant Agreement, including an FTA Grant Agreement for an award of federal assistance under the Tribal Transit Program;
- (b) FTA Cooperative Agreement; or
- (c) Transportation Infrastructure Finance Innovation Act (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) Loan, Loan Guarantee, Line of Credit, Master Credit Agreement for a Project overseen by FTA, or State Infrastructure Bank (SIB) Cooperative Agreement.

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, FTA and the Recipient agree as follows:

GENERALLY APPLICABLE PROVISIONS

Section 1. Terms of this Master Agreement and Compliance.

- (a) The Recipient must comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance, except as FTA determines otherwise in writing.
- (b) To assure compliance with federal laws, regulations, and requirements, the Recipient must take measures to assure that other participants in its Underlying Agreements (e.g., Third Party Participants) comply with applicable federal laws, regulations, and requirements, and follow applicable federal guidance, except as FTA determines otherwise in writing.
- (c) FTA may take enforcement action if the Recipient or a Third Party Participant violates an applicable federal law, regulation, or requirement, or does not follow applicable federal guidance.
- (d) FTA and the Recipient agree that not every provision of this Master Agreement will apply to every Recipient or Underlying Agreement.
 - (1) FTA has divided this Master Agreement into the "Preface," "Generally Applicable Provisions," and "Special Provisions for Specific Programs."
 - (2) This Master Agreement has an Appendix A illustrating the specific provisions of this Master Agreement that apply to the Tribal Transit Programs.
 - (3) Criteria determining which federal laws, regulations, requirements, and guidance apply include the type of Award, the federal law authorizing federal assistance for the Award, the federal law, regulations, or requirements governing how the Award must be implemented, the federal guidance pertaining to the Award, and the Recipient's legal status as a "state," "state instrumentality," a "local government," a federally recognized Indian Tribe (Indian Tribe), a "private nonprofit entity," a "private for-profit entity," or an individual.
- (e) As provided in federal laws, regulations, requirements, and guidance, FTA will enforce only those federal laws, regulations, requirements, and guidance that apply to the specific FTA Recipient, its Third Party Participants, or to any Project and related activities encompassed in the Award, the accompanying Underlying Agreement, and any Amendments thereto.

- (f) Each provision of this Master Agreement must be interpreted in context with all other provisions of this Master Agreement and the Underlying Agreement. If a single provision is read apart from the rest of this Master Agreement or the Underlying Agreement, that provision might not convey the extent of the Recipient's responsibility to comply with the requirements of this Master Agreement and the Underlying Agreement.
- (g) This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or Amendment to this Master Agreement or the Underlying Agreement.

Section 2. Definitions.

- (a) List of Definitions. In addition to the definitions provided in 49 U.S.C. § 5302, as amended, or in previous legislation if circumstances may require, the Recipient agrees that the following definitions apply:
 - (1) Application means the request for federal assistance submitted that is signed and dated by the Applicant or an official authorized to act on the behalf of the Applicant, and includes all explanatory, supporting, and supplementary documents filed with FTA by or on behalf of the Applicant, and has been reviewed by FTA staff and addresses FTA's comments and concerns. An application for federal assistance in the form of a Grant or Cooperative Agreement must be submitted in FTA's Transit Award Management System (TrAMS).
 - (2) Approval, unless FTA determines otherwise in writing, means a written statement of an authorized federal official transmitted electronically or in typewritten hard copy expressly permitting the Recipient to take or omit an action in connection with its Underlying Agreement, and signed by a federal official authorized to permit the Recipient to take or omit an action that may not be taken or omitted without the Federal Government's permission.

 Approval does not mean permission to take or omit a similar action other than the specific action for which approval was given and does not include an oral permission or interpretation, which has no legal force, authority, or effect. For purposes of this Master Agreement, the definition of "approval" also applies to "concurrence" and "waiver."
 - (3) Associated Transit Improvement means, with respect to a Project or an area to be served by a Project, an activity that is designed to enhance transit service or use and that is physically or functionally related to transit facilities.

- (4) Award means the Scope of Work that FTA has approved when FTA agreed to provide federal assistance. The Award also includes the requirements of all documents, terms, and conditions incorporated by reference and made part of the Underlying Agreement, which may be a Grant or Cooperative Agreement.
- (5) Award Budget [formerly, Approved Project Budget] means the budget for all the Projects encompassed by the FTA Award. In contrast, Project Budget means the budget allocated for a single Project contained within an Award that FTA or a pass-through entity approves during the federal award process or in subsequent amendments to the FTA Award. It may include the federal and non-federal share or only the federal share, as determined by FTA or the pass-through entity. For legal and other purposes, FTA reserves the right to consider information other than that displayed electronically or on paper in the "Award Budget" to determine the scope of the Award, eligible Project activities, and other terms used in connection with the Award.
- (6) Common Rules means any one or more of the following:
 - (i) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. Office of Management and Budget (OMB) regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200;
 - (ii) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," former 49 CFR Part 18; and
 - (iii) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," former 49 CFR Part 19.
- (7) Concurrence has the same meaning as the definition of Approval in this section of this Master Agreement.
- (8) Cooperative Agreement means an instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6305, the Federal Government takes an active role and retains substantial control. An FTA Cooperative Agreement consists of three parts:

- (i) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project as set forth in the Application submitted to FTA in TrAMS or on paper if permitted;
- (ii) The Terms and Conditions incorporated by reference and made part of the Cooperative Agreement consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, including:
 - (A) The most recent Federal Transit Administration Master Agreement, which applies to this Cooperative Agreement;
 - (B) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA; and
 - (C) Any Award notification containing special conditions or requirements if issued; and
- (iii) The Execution of the Cooperative Agreement by the Recipient.
- (9) Designated Recipient means an entity designated, in accordance with the planning process under 49 U.S.C. §§ 5303 and 5304, by the governor of a state, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under 49 U.S.C. § 5336 to urbanized areas of 200,000 or more in population; or a state or regional authority, if the authority is responsible under the laws of a state for a Capital Project and for financing and directly providing public transportation.
- (10) Disability has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12102.
- (11) Federal Assistance means a type of federal funding that the Recipient receives through the Underlying Agreement.
- (12) Federal Award Identification Number has the same meaning as "Project No." in previous Grant Agreements and Cooperative Agreements with FTA.
- (13) Federal Government means the United States of America and any of its executive departments or agencies.
- (14) Federal Guidance includes any federal document or publication signed by an authorized federal official providing official instructions or advice about a federal program that is not defined as a "federal requirement" and applies to

entities other than the Federal Government. Federal Guidance also may apply to the Federal Government, and may take the form of a:

- (i) Federal directive;
- (ii) Federal circular;
- (iii) Federal order;
- (iv) Federal published policy;
- (v) Federal administrative practice;
- (vi) Federal guideline;
- (vii) Federal guidance document;
- (viii) Letter signed by an authorized federal official; or
- (ix) Similar document.
- (15) Federal Requirement means:
 - (i) An applicable federal law, regulation, or executive order;
 - (ii) An applicable provision of the Underlying Agreement, including any Special Condition, Requirement, Provision, or Condition of Award;
 - (iii) This Master Agreement;
 - (iv) A later Master Agreement after FTA and the Recipient have entered into the Underlying Agreement; or
 - (v) Another applicable federal mandate.
- (16) Federal Transit Administration (FTA) is an operating administration of the Department of Transportation (U.S. DOT). Any reference to the "Urban Mass Transportation Administration" (also referred to as "UMTA") refers to the "Federal Transit Administration" or "FTA" when appearing in any records of the United States.
- (17) Federal Transit Administrator is the head of the Federal Transit Administration.
- (18) Federally Recognized Indian Tribe means an Indian tribe that is federally recognized by the Bureau of Indian Affairs of the U.S. Department of the

- Interior in accordance with the provisions of the Federally Recognized Indian Tribe List Act of 1994, as amended, 25 U.S.C. § 5130.
- (19) Fiscal Year, as used in this Master Agreement, means "federal fiscal year," which begins on October 1 of each calendar year and ends on September 30 of the next calendar year.
- (20) Governor means the governor of a state, the mayor of the District of Columbia, or the chief executive officer of a territory of the United States and includes the designee thereof.
- (21) Grant Agreement means a legal instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6304, the Federal Government does not take an active role and does not retain substantial control. An FTA Grant Agreement consists of three parts:
 - (i) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project as set forth in the Application submitted to FTA in TrAMS or on paper if permitted;
 - (ii) The Terms and Conditions incorporated by reference and made part of the Grant Agreement consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, including:
 - (A) The most recent "Federal Transit Administration Master Agreement, which applies to this Grant Agreement;
 - (B) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA; and
 - (C) Any Award notification containing special conditions or requirements if issued; and
 - (iii) The Execution of the Grant Agreement by the Recipient.
- (22) *Indian Tribe* means the Recipient or Subrecipient that receives "Tribal Transit Program" assistance authorized by 49 U.S.C. § 5311(c)(1) to support its Underlying Agreement.

- (23) *Internal Controls* means a process, implemented by a Recipient or Subrecipient, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) effectiveness and efficiency of operations, (b) reliability of reporting for internal and external use, and (c) compliance with applicable laws, regulations, and requirements.
- (24) Local Government Authority includes (a) a political subdivision of a state; (b) an authority of at least one state or political subdivision of a state; (c) an Indian tribe; and (d) a public corporation, board, or commission established under the laws of a state.
- (25) Low-Income Individual, for purposes of 49 U.S.C. § 5311(j)(1)(A)(iii), means an individual whose family income is at or below 100 percent of the poverty line, as that term is defined in section 673(2) of the Community Services Block Grant Act, 42 U.S.C. § 9902(2), including any revision required under that section, for a family of the size involved.
- (26) Master Credit Agreement means a conditional agreement to extend one or more loans to a Recipient under the Transportation Infrastructure Finance and Innovation Act (TIFIA) of 1998, as amended, 23 U.S.C. §§ 601 609, or the Railroad Rehabilitation and Improvement Financing (RRIF) program, 45 U.S.C. §§ 821 823, and also means the type of Underlying Agreement used for the TIFIA or RRIF loans.
- (27) Non-Federal Funds or Non-Federal Share includes the following sources of funding or in-kind property or services used to match the federal assistance awarded for the Grant or Cooperative Agreement:
 - (i) Local funds;
 - (ii) Local in-kind property or services;
 - (iii) State funds;
 - (iv) State in-kind property or services;
 - (v) Other federal funds for which the federal statute authorizing a program specifically provides that federal funds made available for that program can be applied to the cost sharing requirements of other federal programs.
- (28) *Non-Tribal Service Provider*, for purposes of 49 U.S.C. § 5311(j)(2), means a non-tribal provider of public transportation that connects residents of tribal

- lands with surrounding communities, improves access to employment or healthcare, or otherwise addresses the mobility needs of tribal members.
- (29) *Project* means the public transportation improvement activities eligible for federal assistance in an application to FTA and/or in an FTA Award.
- (30) *Public Transportation*, has the same meaning as "transit" or "mass transportation," and, consistent with the definition at 49 U.S.C. § 5302, means regular, continuing shared-ride surface transportation services that are open to the general public, or open to a segment of the general public defined by age, disability, or low income, but does not include:
 - (i) Intercity passenger rail transportation provided by Amtrak or a successor thereof as described in 49 U.S.C. chapter 243;
 - (ii) Intercity bus service;
 - (iii) Charter service;
 - (iv) School bus service;
 - (v) Sightseeing service;
 - (vi) Courtesy shuttle service for patrons of one or more specific establishments; or
 - (vii) Intra-terminal or intra-facility shuttle services.
- (31) Recipient or Direct Recipient means a non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term "Recipient" does not include a Subrecipient.
- Agreement and the activities and approaches required to carry out a Project. The scope of work consists of various components, including the Award Budget, beneficiaries, locations, and other aspects identified in the approved application. FTA reserves the right to consider other information in determining the scope of the Project or the "scope of work of a Grant Agreement or Cooperative Agreement" when "scope" is used for other purposes. See the latest edition of the FTA Master Agreement.
- (33) *Split Letter* (sometimes referred to as a suballocation letter or government subapportionment letter) means a letter in which a Designated Recipient of Urbanized Area Formula Grant Program funding authorized by 49 U.S.C.

- § 5307, a Designated Recipient of Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities authorized by 49 U.S.C. § 5310, a Designated Recipient of the State of Good Repair Formula Grants, 49 U.S.C. § 5337, agrees to a reassignment or reallocation of that federal assistance to one or more direct Recipients.
- (34) Subagreement or Subgrant means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient's or Subrecipient's Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third party contract, third party subcontract, or lease.
- (35) Subrecipient or Subgrantee means any entity or person that receives federal assistance provided by an FTA Recipient instead of FTA directly, but does not include a Third Party Contractor, Third Party Subcontractor, or Lessee.
- (36) Third Party Agreement includes agreements or arrangements supported in whole or in part with federal assistance awarded to a Recipient by FTA, including a subagreement with a subrecipient, a third party contract, a third party subcontract, a lease, or similar arrangement or agreement as FTA may recognize.
- (37) Third Party Contract means a legal instrument by which a Recipient or Subrecipient purchases property or services needed to carry out the Grant Agreement or Cooperative Agreement. This does not include an instrument describing a transaction that meets the definition of a federal Award, Grant, Cooperative Agreement, Subaward, or Subagreement.
- (38) Third Party Participant means each participant in the Recipient's Project, except for FTA and the Recipient, whose work under the Project is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for non-federal share. A Third Party Participant may be a Subrecipient, Third Party Contractor, Third Party Subcontractor, Lessee, or Similar Participant in the Recipient's Project (for example, a partner in a joint development venture).
- (39) *Third Party Subcontract* means a subcontract entered into by the Third Party Contractor with a Third Party Subcontractor, or a Third Party Subcontractor with another Third Party Subcontractor at any tier, and is supported in whole or in part with the federal assistance originally derived from FTA, or nonfederal share dedicated to the Recipient's Underlying Agreement.

- (40) Underlying Agreement means a specific Grant Agreement, Cooperative Agreement, or, with respect to TIFIA or RRIF assistance, a specific Loan Agreement, Line of Credit Agreement, or Loan Guarantee Agreement that incorporates the terms of this Master Agreement, in each case including any amendments thereto, supported with federal assistance appropriated or made available under the authorized program.
- (41) *Unique Entity Identifier* has two meanings:
 - (i) A Recipient's or a Subrecipient's unique entity identifier for purposes of the "System of Award Management" (SAM), which currently is the DUNS Number; but
 - (ii) For FTA purposes, FTA assigns a separate Recipient/Vendor ID as a "unique entity identifier," which is a four-digit number and is displayed on the Grant Agreement and the Cooperative Agreement following the heading "Recipient ID."
- (42) *Waiver* has the same meaning as the definition of Approval in this section of this Master Agreement.
- (b) Application of Definitions. The Recipient also agrees that the definitions in section 2(a) above apply throughout this Master Agreement.

Section 3. Implementation.

- (a) Effective Date. The Effective Date of Recipient's Underlying Agreement is the date when the authorized FTA official signs the Underlying Agreement.
- (b) Description of Each Project. The "Description of Each Project" in the "Executive Summary" of the "FTA Award" section of the Recipient's Underlying Agreement often provides only a brief description of each Project and related activities to be undertaken by the Recipient; therefore, the Recipient agrees to perform the work described in the terms of its Underlying Agreement, including all the documents and information incorporated by reference and made part of that Underlying Agreement.
- (c) *Prompt Implementation*. After receiving notice that the FTA official signed the Underlying Agreement, the Recipient agrees to undertake promptly each Project and related activities described in the Underlying Agreement.
- (d) *Completion Dates*. The Recipient agrees to complete each Project within the time periods specified in the Underlying Agreement and all activities must be completed by the Award's end date, unless FTA agrees in writing to extend the end date. Unless FTA determines otherwise in writing, interim milestone dates and other completion

dates applicable to the Award are good faith estimates and are not intended to be firm contractual requirements. However, FTA and the Recipient agree that milestone dates and other completion dates for Full Funding Grant Agreements, Small Starts Grant Agreements or other specific agreements in which FTA expressly states that the milestone dates or other completion dates for the Underlying Agreement are firm dates that may be enforced.

- (e) *The Recipient's Capacity*. To carry out its Underlying Agreement, the Recipient agrees to maintain:
 - (1) Sufficient legal, financial, technical, and managerial capacity, and adequate functional capacity to:
 - (i) Plan, manage, and complete its responsibilities outlined in the Underlying Agreement;
 - (ii) Use the Project property;
 - (iii) Carry out the safety and security aspects of the Underlying Agreement;
 - (iv) Comply with the terms and conditions of the Underlying Agreement, the Recipient's annual Certifications and Assurances to FTA, and applicable federal laws, regulations, and requirements; and
 - (v) Follow applicable federal guidance, except as the Federal Government determines otherwise in writing.
 - (2) Strong internal controls to assure that it is managing its Award in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement including, but not limited to:
 - (i) Amendments or revisions to its Award Budget;
 - (ii) Salaries and wages of the Recipient's and Subrecipient's personnel;
 - (iii) Protection of personally identifiable information and other sensitive information; and
 - (iv) Other matters that must be in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement.
- (f) *U.S. DOT Administrative Requirements*. The Recipient agrees to comply with the following U.S. DOT regulations (Common Rules) to the extent applicable:

- (1) Requirements Applicable On or After December 26, 2014. The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official on or after December 26, 2014 as follows:
 - (i) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, and which applies to an Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement with a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization; and
 - (ii) Except as FTA determines otherwise in writing, U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, and subparts A through E of U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, apply to a private for-profit entity; notably, the Cost Principles of Part 31 of the Federal Acquisition Regulation, which permits the payment of profits or fees for work under procurement contracts, generally will not apply to private for-profit entities.
- (2) Requirements Applicable Before December 26, 2014. The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official before December 26, 2014 as follows:
 - (i) For a state, local government, or Indian tribal government, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," former 49 CFR Part 18;
 - (ii) For an institution of higher education or a nonprofit organization,
 U.S. DOT regulations, "Uniform Administrative Requirements for
 Grants and Agreements with Institutions of Higher Education;
 Hospitals, and Other Non-Profit Organizations," former 49 CFR Part
 19; or
 - (iii) For a private for-profit organization, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with

Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," former 49 CFR Part 19.

- (g) Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with all applicable federal requirements and follow applicable federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient's Underlying Agreement or this Master Agreement. At the time the FTA official awards federal assistance to the Recipient in support of the Underlying Agreement, the federal requirements and guidance that apply then may be modified from time to time, and will apply to the Recipient or the accompanying Underlying Agreement, except as FTA determines otherwise in writing.
- (h) The Recipient's Responsibility to Comply with Federal Requirements. Irrespective of involvement by any other entity in the Underlying Agreement:
 - (1) General. The Recipient agrees to comply with all federal requirements that apply to itself and the Underlying Agreement.
 - (2) Primary Responsibility for Compliance.
 - (i) The Recipient, as the Direct Recipient of federal assistance, agrees that it is ultimately responsible for full compliance with federal requirements related to itself, its Award, the accompanying Underlying Agreement, and any Amendments thereto, even though:
 - (A) A Third Party Participant provides property or services to support a Project or related activities implementing the Award, the accompanying Underlying Agreement, any Amendments thereto; or
 - (B) Another entity or person is involved with the Award, the accompanying Underlying Agreement, or any Amendments thereto.
 - (ii) FTA and the Recipient agree that if FTA makes an Award to a Recipient other than the Designated Recipient as defined under 49 U.S.C. § 5302, the Designated Recipient is not a party to the Award or the Underlying Agreement and is not responsible for compliance with federal requirements related to the Underlying Agreement. However, if FTA makes an Award to a Designated Recipient, then that Designated Recipient is responsible for compliance with federal requirements related to its Underlying Agreement. FTA and the Recipient further agree to the terms of the

- Designated Recipient's Split Letter, Suballocation Letter, or Government Subapportionment Letter attached in TrAMS, including the amounts allocated by the Designated Recipient to each Direct Recipient, and the commitment to comply with the associated transit improvement requirement as stated in that letter.
- (iii) Apart from other oversight and reviews FTA may conduct, the Recipient agrees that FTA is expressly authorized to conduct oversight of the Recipient's and its Subrecipients' compliance with federal requirements for safety and security, procurement (including Buy America requirements), management, and finance.
- (i) The Recipient's Responsibility to Extend Federal Requirements to Third Party Participants. In certain circumstances, the Recipient's compliance with specific federal requirements depends on compliance by its Third Party Participant(s) with those federal requirements, and therefore:
 - (1) General. The Recipient agrees to ensure that its Third Party Participant(s) will comply with applicable federal requirements, and follow applicable federal guidance.
 - (2) The Recipient as a "Pass-Through" Entity. If the Recipient is providing a subaward to a Subrecipient to carry out all or part of its Award, the Recipient agrees to obtain the agreement of each Subrecipient to comply with U.S. DOT's administrative requirements, as set forth above.
 - (3) Performance of the Recipient's Responsibilities. If a Third Party Participant is expected to fulfill any responsibilities typically performed by the Recipient, the Recipient agrees to ensure that the Third Party Participant will carry out the Recipient's responsibilities in compliance with federal requirements, and provide enough information to each Third Party Participant so that it understands that it will be expected to follow federal guidance.
 - (4) *Risk.* As provided in 2 CFR Part 1201, which incorporates by reference 2 CFR Part 200, the Recipient agrees to evaluate the risk involved before awarding a subagreement to any entity.
 - (5) Third Party Agreements. To comply with federal requirements, the Recipient agrees to enter into a written Third Party Agreement with each Third Party Participant in its Underlying Agreement and must include all appropriate provisions stating the Third Party Participant's responsibilities to assure the Recipient's capability to comply with applicable federal requirements and

- guidance and specifying the responsibilities that the Third Party Participant will fulfill on the Recipient's behalf.
- (6) Notice to Third Party Participants. The Recipient agrees to include notice in each Third Party Agreement that:
 - (i) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
 - (ii) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.
- (j) Changed Circumstances. The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement.
 - (1) Types of Changes. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as:
 - (i) A change in federal requirements or guidance;
 - (ii) A change in state, territorial, local, or tribal requirements;
 - (iii) A change in the Recipient's circumstances, including:
 - (A) Its legal, financial, technical, or managerial capacity;
 - (B) Its continuing control of Project property; or
 - (C) Another similar situation; and
 - (iv) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Recipient's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any

- Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.
- (2) *Notice*. In the circumstances described above, the Recipient agrees to provide immediate written notice to the:
 - (i) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement;
 - (ii) FTA Headquarters Manager that administers the Underlying Agreement; or
 - (iii) FTA Chief Counsel.
- (k) Conflict Between Federal Requirements and State, Territorial, Local, or Tribal Requirements. FTA and the Recipient understand that a federal requirement may conflict with a state, territorial, local, or tribal requirement, and agree that the Recipient must comply with each applicable federal requirement that pre-empts the conflicting state, territorial, local, or tribal requirement.
 - (1) Compliance with State, Territorial, Local or Tribal Requirements. Unless otherwise pre-empted by a federal requirement, FTA and the Recipient agree that:
 - (i) FTA expects the Recipient to comply with applicable state, territorial, local, and tribal requirements; and
 - (ii) FTA does not require the Recipient to take any action involving the Underlying Agreement that would violate a state, territorial, local, or tribal requirement that conflicts with a federal requirement.
 - (2) When a Conflict Arises. When a federal requirement conflicts with a state, territorial, local, or tribal requirement:
 - (i) The Recipient must notify FTA immediately in writing if compliance with the federal requirement would violate a state, territorial, local, or tribal requirement, or require the Recipient to violate a state, territorial, local, or tribal requirement.
 - (ii) The Recipient must make appropriate arrangements with FTA to proceed with its responsibilities as set forth in the Underlying Agreement, or terminate the Underlying Agreement expeditiously, if necessary.

- (1) No Federal Government Commitment or Liability to Third Parties. Except as the Federal Government expressly consents in writing, the Recipient agrees that:
 - (1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
 - (2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

Section 4. Ethics, Political Activity, Disqualification, and Certain Criminal Activity.

- (a) Standards of Conduct. At a minimum, the Recipient agrees to, and assures that its Subrecipients will, establish and maintain written Standards of Conduct covering conflicts of interest that:
 - (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract:
 - (i) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement;
 - (ii) The immediate family members or partners of those listed above in section 4(a)(1)(i) of this Master Agreement; and
 - (iii) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections 4(a)(1)(i) and (ii) of this Master Agreement;
 - (2) Prohibit those individuals listed above in section 4(a)(1) from:
 - (i) Engaging in any activities involving the Recipient's or any of its Subrecipients' present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest; and

- (ii) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and
- (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section 4(a)(1) and the Recipient's or Subrecipient's Third Party Participants.
- (b) Bonus or Commission. The Recipient affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Underlying Agreement.
- (c) Lobbying Restrictions. The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:
 - (1) Laws, Regulations, Requirements, and Guidance. This includes:
 - (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
 - (ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
 - (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and
 - (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.
- (d) Political Activity. The Recipient agrees to comply with:
 - (1) The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental

- employment activities are supported in whole or in part with federal assistance;
- (2) U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151; and
- (3) 49 U.S.C. § 5323(*l*)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - (i) The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but
 - (ii) Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).
- (e) False or Fraudulent Statements or Claims.
 - (1) Civil Fraud. The Recipient acknowledges and agrees that:
 - (i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31.
 - (ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
 - (iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.
 - (2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(*l*)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in

connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

- (f) Trafficking in Persons.
 - (1) Legal Authorities. The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:
 - (i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and
 - (ii) The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.
 - (2) Definitions. The Recipient agrees that for purposes of this section 4(f):
 - (i) Employee means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient's Underlying Agreement.
 - (ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (iii) Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).
 - (iv) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

- (v) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- (vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- (3) *Provisions Applicable to All Recipients*. The Recipient agrees to, and assures that its Subrecipients will:
 - (i) *Provide Information*. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and
 - (ii) Subagreement Provision. Include the following provision in any subagreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement:

XXX agrees that it and its employees that participate in the Recipient's Award, may not:

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,

Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or

Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

- (4) Provisions Applicable to a Private Entity Recipient. If the Recipient is a private entity, it agrees that:
 - (i) *Prohibitions*. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:
 - (A) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect;
 - (B) Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or
 - (C) Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.

- (ii) Termination of Federal Assistance. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:
 - (A) Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or
 - (B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:
 - a. Associated with the performance of the Recipient's Underlying Agreement; or
 - b. Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:
 - U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; or
 - U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.
- (5) Provisions Applicable to a Recipient That is Not a Private Entity. A
 Recipient that is not a private entity agrees that section 106(g) of the TVPA,
 as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance,
 "Award Term for Trafficking in Persons," 2 CFR Part 175, provides FTA the
 right to unilaterally terminate the Underlying Agreement, without penalty to
 the Federal Government, for a violation of that Act if FTA determines that:
 - (i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in

- the performance of the Recipient's Underlying Agreement or subagreements thereunder; or
- (ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with the performance of the Recipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200.
- (6) Remedies Other Than Termination of Federal Assistance. The Recipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.
- (g) Federal Tax Liability and Recent Felony Convictions.
 - (1) Transactions Prohibited.
 - (i) The Recipient agrees that, prior to entering into any Third Party
 Agreement with any private corporation, partnership, trust, joint-stock
 company, sole proprietorship, or other business association, the
 Recipient will obtain from the prospective Third Party Participant a
 certification that the Third Party Participant—
 - (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

- (ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
- (2) Flow-Down. The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.
- (h) Debarment and Suspension. The Recipient agrees to the following:
 - (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.
 - (2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—
 - (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200;
 - (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and
 - (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.
 - (3) It will review the U.S. GSA "System for Award Management Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.
 - (4) It will ensure that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
 - (5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:
 - (i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;

- (ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
- (iii) FTA Chief Counsel.

Section 5. Federal Assistance.

- (a) Total Federal Assistance Awarded and Obligated. The Recipient agrees that FTA's responsibility to provide federal assistance for its Underlying Agreement is up to the amount shown in the Underlying Agreement, as modified by any Amendments thereto, which is equal to the smallest of: (1) the maximum amount permitted by federal law or regulation, or (2) the "Total FTA Amount Awarded and Obligated," as stated in the Underlying Agreement. FTA's responsibility to provide federal assistance is limited to the amounts listed in the most recent Award Budget identified in the Underlying Agreement and may not exceed the federal share of the actual eligible expenses incurred for participation in the Award.
- (b) Basis of Federal Assistance. The Recipient agrees that the "Total FTA Amount Awarded and Obligated" stated in the Underlying Agreement and modified by any Amendments thereto is calculated based on the Net Project Cost or on another basis as set forth below:
 - (1) "Net Project Cost." The Recipient agrees that if federal law or regulation requires an Underlying Agreement to be financed based on its "Net Project Cost," as defined in 49 U.S.C. § 5302:
 - (i) FTA will provide federal assistance for a percentage of the portion of the "Total Award Budget" that the Recipient cannot reasonably finance from its revenues, which is the "Net Project Cost;"
 - (ii) FTA will use the amount of the "Total Award Budget" stated on the Underlying Agreement to calculate the "Total FTA Amount Awarded and Obligated;" and
 - (iii) In TrAMS, the amount stated as the "Total Award Budget" on the Underlying Agreement is actually the "Net Project Cost," as defined in 49 U.S.C. § 5302.
 - (2) Other Basis for FTA Participation. The Recipient agrees that if federal law or FTA permits an Underlying Agreement to be financed on a basis other than its "Net Project Cost," as defined in 49 U.S.C. § 5302, or under previous authorizing legislation:

- (i) FTA will provide federal assistance for all or part of the cost of the Underlying Agreement that is eligible for federal assistance;
- (ii) In some instances, FTA has discretion to determine the amount of federal assistance to provide for each specific Project or related activities; and
- (iii) FTA will use the amount stated in the Underlying Agreement as the "Total Award Budget" to calculate the "Total FTA Amount Awarded and Obligated."
- (c) Award Budget. The Recipient agrees to prepare an Award Budget that, after FTA has provided its approval, will be incorporated by reference and made part of the Underlying Agreement.
 - (1) Restrictions. The Recipient agrees that it will not incur costs eligible for FTA participation under the Award or withdraw federal assistance for eligible costs incurred unless those costs are consistent with the Award Budget.
 - (2) Amendments to the Award Budget. To the extent specified in applicable FTA program management guidance, the Recipient agrees that it must obtain prior FTA approval in writing before amending its Award Budget or transferring federal assistance for the Award if the transfer is not expressly authorized by federal law, regulation, or guidance. An Award of additional federal assistance will require an amended Award Budget.
 - (3) Revisions to the Award Budget. To the extent specified in applicable FTA program management guidance, the Recipient may revise the Award Budget without prior FTA written approval. The Recipient agrees that all other Award Budget revisions will require prior FTA approval in writing.
 - (4) Unexpended Federal Assistance. The Recipient agrees to inform FTA promptly if it believes it will have unexpended federal assistance after the period of performance for the Award ends.

Section 6. Non-Federal Share.

(a) Amount. The Recipient agrees to provide the amount of non-federal share specified in the Underlying Agreement. Except to the extent that FTA has provided its written consent permitting the Recipient to defer payment of the non-federal share required by the Underlying Agreement, the Recipient agrees to provide its proportionate amount of the non-federal share no later than the time it draws down the federal share to pay eligible costs.

- (b) Duty to Obtain. The Recipient agrees to complete all proceedings necessary to provide the non-federal share and to notify FTA of any changed circumstances adversely affecting its ability to pay the non-federal share, including a description of the actions it has taken or will take to ensure adequate resources to provide the non-federal share, and a re-affirmation of its commitment to provide the non-federal share.
- (c) *Permissible Sources*. The Recipient agrees that the following are permissible sources of the non-federal share for the Award:
 - (1) Undistributed cash surpluses;
 - (2) A replacement or depreciation cash fund or reserve; and
 - (3) New capital.
- (d) Restricted Sources. Because sources of non-federal share differ among FTA's public transportation assistance programs, FTA will specify in an FTA circular or otherwise whether the following sources may be used as the non-federal share for a specific Award under that program:
 - (1) Program income generated by a Project or related activities supported by a prior Grant or Cooperative Agreement, which is a form of undistributed cash surplus;
 - (2) Advertising revenues;
 - (3) Concession revenues;
 - (4) Revenues from a service agreement from a state or local social service agency or a private social service organization;
 - (5) Third party in-kind contributions;
 - (6) Proceeds from the issuance of revenue bonds pursuant 49 U.S.C. § 5323(e);
 - (7) Transportation development credits (formerly toll revenue credits) pursuant to 23 U.S.C. § 120(i);
 - (8) Revenue from Value Capture pursuant to 49 U.S.C. § 5323(s);
 - (9) Federal assistance made available for the Federal Lands Highway Program authorized under 23 U.S.C. § 204; or

- (10) Federal assistance derived from other federal programs whose enabling laws permit their funds to be used as the non-federal share.
- (e) *Prohibited Sources*. Except as permitted by federal laws, regulations, requirements, or guidance, or approved in writing by FTA, the Recipient agrees that it will not provide any non-federal share for the Underlying Agreement derived from:
 - (1) Farebox revenues from providing public transportation services using facilities and equipment acquired with federal assistance for the Award;
 - (2) Program income derived from the use of facilities or equipment acquired with federal assistance for the Award, except if expressly permitted by federal laws, regulations, requirements, or FTA guidance; or
 - (3) Other federal funds not authorized for use as non-federal share by federal law, regulation, requirements, or guidance.
- (f) Reductions or Refunds.
 - (1) Reductions. The Recipient agrees that if it reduces the non-federal share of eligible costs required for the Award, then at the same time it must reduce the proportionate amount of federal assistance for the Award.
 - (2) Refunds. The Recipient agrees that if it accepts a refund of the non-federal share of eligible costs provided through the Underlying Agreement, then at the same time it must provide the Federal Government an amount of that refund proportionate to the federal contribution.

Section 7. Payments to the Recipient.

- (a) Conditions for Accessing Federal Assistance. To seek or obtain federal assistance for the costs of implementing the Award, the Recipient agrees that:
 - (1) It must execute the Underlying Agreement and any Amendments thereto;
 - (2) It must receive and file a properly signed document seeking payment for the expense, such as a voucher or other appropriate record, and a properly detailed description of the relationship of the expense to the Award;
 - (3) It must identify all sources of federal assistance from which the payment is derived;
 - (4) It must provide FTA with all financial and progress reports required to date; and

- (5) If the Recipient must provide a non-federal share, unless FTA has stated otherwise in writing that the Recipient may defer the non-federal share:
 - (i) The Recipient will not request or obtain more federal assistance than justified by the eligible non-federal share it has provided;
 - (ii) The Recipient will not cause the proportion of federal assistance available for the Award at any time to exceed the percentage of federal assistance authorized and documented in the Underlying Agreement; and
 - (iii) When combined with federal payments, the Recipient will be able to demonstrate that the non-federal share will be adequate to cover all eligible costs incurred in support of the Award.
- (b) *Eligible Costs*. Except as the Federal Government determines otherwise in writing, the Recipient agrees, and will obtain the agreement of each Subrecipient, to seek and obtain federal assistance only for the eligible costs of the Award that are:
 - (1) Consistent with the Description of Each Project, the Award Budget, this Master Agreement, and the Underlying Agreement and any Amendments thereto;
 - (2) Necessary to carry out the Award;
 - (3) Reasonable for the property or services acquired for use in the Project;
 - (4) The actual net costs, which consist of the price paid minus reductions of the costs incurred, such as any refunds, rebates, or other items of value, but excluding program income;
 - (5) Incurred for work performed after the Effective Date of the:
 - (i) Award;
 - (ii) Pre-award authority that FTA has provided; or
 - (iii) Letter of No Prejudice;
 - (6) Satisfactorily documented;
 - (7) Consistent with federally approved accounting principles and procedures, including requirements for indirect costs, consistent with the applicable U.S. DOT Common Rules; and

- (8) Consistent with applicable U.S. DOT Common Rules and other applicable federal law, regulations, requirements, and guidance.
- (c) Ineligible Costs. The Recipient agrees that, except as the Federal Government determines otherwise in writing, FTA will exclude ineligible costs incurred in connection with the Award or otherwise, such as:
 - (1) A cost the Recipient has incurred before the Effective Date of the Award as documented in the Underlying Agreement or any Amendments thereto that is not accompanied by FTA's written approval, including, but not limited to, pre-award authority or a Letter of No Prejudice, and permitted by applicable federal law, regulation, guidance, or the Underlying Agreement or any Amendments thereto;
 - (2) A cost not included in the most recent Award Budget;
 - (3) A cost for property or services received in connection with any third party agreement lacking any FTA approval or concurrence in writing that is required;
 - (4) An ordinary governmental or operating cost not applicable to the Award, as prohibited by 49 U.S.C. § 5323(h)(1);
 - (5) A profit or fee for services provided by the Recipient or any of its Subrecipients in implementing the Award; or
 - (6) A cost that is ineligible for FTA participation as provided in applicable federal law, regulation, requirement, or guidance.
- (d) Bond Interest and Other Financing Costs Limited Eligibility. The Recipient agrees that bond interest and other financing costs are allowable costs to the extent permitted by applicable federal law, regulation, requirement, or guidance. FTA's share of interest and financing costs that implement the Award will be limited to an amount that does not exceed the most favorable financing terms reasonably available at the time of borrowing, except as the Federal Government determines otherwise in writing.
- (e) Payment Procedures Based on the Type of Federal Assistance Awarded. The Recipient agrees that:
 - (1) All payments in connection with the Award will be made through electronic methods.
 - (2) Payment procedures for a Recipient differ based upon the type of federal assistance that is awarded.

- (3) FTA determines which electronic system it will use to make payments to the Recipient as follows:
 - (i) For Grants and other types of federal assistance, FTA will use the Electronic Clearinghouse Operation Web System (ECHO-Web), Automated Clearing House (ACH) payment method, except as provided below in sections 7(e)(3)(ii) and (iii) of this Master Agreement;
 - (ii) For Cooperative Agreements, FTA will use the DELPHI eInvoicing System or DELPHI Mark View System if the Recipient is granted a waiver (see the following section 7(g) of this Master Agreement for more information about payments for cooperative agreements and section 7(g) of this Master Agreement for information about accessing and using the DELPHI eInvoicing System); and
 - (iii) For Grants requiring more detailed review of supporting documentation before receiving federal assistance and as determined by the FTA Manager for the Underlying Agreement, FTA will use the DELPHI elnvoicing System (see the following section 7(g) of this Master Agreement for more information about accessing and using the DELPHI elnvoicing System).
- (f) Payment Procedures Using ECHO. The Recipient agrees that if payment is made through ECHO-Web using an ECHO Control Number, it will comply with the "FTA ECHO-Web User Manual," April 2016, and it will withdraw federal assistance only to pay the eligible costs of implementing the Award.
 - (1) *Major Withdrawals*. When a single withdrawal will exceed \$50,000,000, the Recipient agrees to notify the appropriate FTA Regional or Program Office at least three (3) days before the withdrawal is anticipated.
 - (2) Immediate Use. The Recipient agrees that it will not withdraw federal assistance until needed for immediate payment of those expenses and will use that federal assistance to pay for expenses that implement the Award no later than three (3) days after receipt, except as an authorized official of the Federal Government permits otherwise in writing.
 - (3) *Limits*. The Recipient agrees that it will not withdraw more than the sum of federal assistance the Federal Government has awarded or the current available balance for its Award, the accompanying Underlying Agreement, and any Amendments thereto, whichever is less.

- (4) *Control*. The Recipient agrees to provide for the control and accountability of all federal assistance for its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (5) *Reporting*. Unless an authorized FTA official determines otherwise in writing, the Recipient agrees to report its cash payments and balances promptly.
- (6) *Penalties*. If the Recipient fails to comply with this section of this Master Agreement, it agrees that it may incur or be subjected to penalties, including, but not limited to, the following:
 - (i) Access to ECHO-Web. The Federal Government may revoke or suspend the Recipient's ECHO Control Number and access to the ECHO-Web if the Federal Government determines that:
 - (A) Fraud, waste, mismanagement, or abuse exists in the Recipient's use and application of federal assistance;
 - (B) The Recipient has failed to use federal assistance it withdrew to pay costs incurred that implement the Underlying Agreement within three (3) days of withdrawing that federal assistance;
 - (C) The Recipient has failed to return withdrawn but unspent federal assistance to the Federal Government within a reasonable time;
 - (D) The Recipient has failed to establish procedures to minimize the time between advances of federal assistance and payments of costs incurred that implement the Underlying Agreement;
 - (E) The Recipient has been awarded Federal assistance through a Cooperative Agreement with FTA and will use the eInvoicing or DELPHI Mark View System as its payment method instead of the ECHO-Web System (see section 7(g)); or
 - (F) For Grants requiring a more detailed review of supporting documentation before receiving federal assistance, and as determined by the FTA Manager for the Award, the Recipient will use elivoicing (see section 7(g)).
 - (ii) *Interest*. The Recipient agrees to pay interest to the Federal Government on any federal assistance withdrawn prematurely,

irrespective of whether the federal assistance has been deposited in an interest-bearing account.

- (A) A State or State Instrumentality. If the Recipient is a state or state instrumentality, it agrees to pay interest calculated as provided in section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Department of Treasury (U.S. Treasury) regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers," 31 CFR Part 205.
- (B) Other than a State or State Instrumentality. If the Recipient is not a state or state instrumentality, it agrees to pay prejudgment common law interest determined by the Federal Government, as authorized by joint U.S. Treasury and U.S. Department of Justice (joint U.S. Treasury and U.S. DOJ) regulations, "Standards for the Administrative Collection of Claims," 31 C.F.R. § 901.9(i). The Federal Government may determine the amount of interest due, based on the amount of interest the Recipient demonstrates it earned on its premature withdrawals of federal assistance, the amount of interest based on the "Treasury tax and loan account" rate prescribed under 31 U.S.C. § 3717 for debts owed to the United States, or an amount of interest as the Federal Government otherwise determines.
- (7) *ECHO System*. If the Recipient is authorized to receive payments provided through ECHO-Web, FTA does not generally review the drawdown when made; however, FTA may review the drawdown at a later time, and subject that drawdown to an audit under a financial oversight review, a triennial review, or another audit.
- (g) Payment Procedures for a Cooperative Agreement. A Recipient of federal assistance through a Cooperative Agreement must use the DELPHI eInvoicing System to obtain federal payments for costs incurred that implement the Underlying Agreement, unless a waiver is granted.
 - (1) Standard Procedures. To make and receive payments through the DELPHI eInvoicing System, the procedures below must be followed:
 - (i) Access to the DELPHI elnvoicing System. To access the DELPHI elnvoicing System, the Recipient:

- (A) Must have internet access to register and submit payment requests through the DELPHI eInvoicing System;
- (B) Should contact its FTA Manager for the Underlying Agreement to obtain the required DELPHI User access form and approval;
- (C) Must complete the required form that the FAA, Enterprise Service Center's (ESC) Help Desk uses to verify the Recipient's identity, and present it to a Notary Public for verification;
- (D) Return that form, completed and notarized, to:
 DOT Enterprise Services Center
 FAA Accounts Payable, AMZ-100
 PO Box 25710
 Oklahoma City, OK 73125;
 and
- (E) Should contact its FTA Manager for the Underlying Agreement with any changes to its system profile information.
- (ii) Payment Requests. The Recipient must submit each payment request electronically through the DELPHI eInvoicing System, unless a waiver is granted; use of the DELPHI eInvoicing System requires the FTA Manager for the Underlying Agreement to review all supporting documentation before authorizing payment.
- (iii) Additional Information. The U.S. DOT DELPHI elnvoicing System website at http://www.dot.gov/cfo/delphi-einvoicing-system.html displays additional information, including the access form and training materials a Recipient may need.
- (iv) Federal Responsibilities. When FTA so requests, the Federal Aviation Administration (FAA) will make payments to FTA Recipients electronically. On behalf of FTA, FAA/ESC must process payment requests to a Recipient of federal assistance documented in its Cooperative Agreement with FTA, and will deposit that federal assistance with the Recipient's financial institution (Note: FTA no longer issues paper checks).
- (2) Waiver Requests. On a case-by-case basis, U.S. DOT Financial Management officials may waive the requirement for a Recipient to register and use the DELPHI elnvoicing System.

- (i) The Recipient's Responsibilities. If the Recipient seeks a waiver from the requirement to use the DELPHI eInvoicing System:
 - (A) It must notify U.S. DOT and FTA by downloading the waiver request form, which can be obtained on the U.S. DOT elnvoicing website at http://www.dot.gov/cfo/delphi-einvoicing-system.html, and notifying its FTA Manager for the Underlying Agreement that it has requested a waiver from using the DELPHI elnvoicing System;
 - (B) It must send its waiver request to the Director of the Office of Financial Management, U.S. Department of Transportation, Office of the Secretary (OST), Office of Financial Management, B-30, 1200 New Jersey Avenue SE, Washington DC 20590-0001

 DOTElectronicInvoicing@dot.gov; and
 - (C) If it obtains a waiver from the use of the DELPHI eInvoicing System, then payment will be made using the DELPHI Mark View System, and the Recipient should submit all invoices and any supporting documentation directly to:
 - a. <u>FTAinvoices@faa.gov</u> (Note: no more than 10 MB of data can be transmitted at one time. For invoices greater than 10MB, split into multiple emails and notate in the subject Email 1 of 4, 2 of 4, etc.); or
 - b. DOT/FAA (FTA Account)
 6500 South MacArthur Blvd.
 AMZ-150, HQ Room 272
 PO Box 26904
 Oklahoma City, OK 73125-69041
- (ii) Federal Responsibilities. FTA and U.S. DOT have the following responsibilities:
 - (A) The Director, OST, Office of Financial Management, will confirm or deny the waiver request within approximately 30 days.
 - (B) If the request is granted, then payments will be made after receipt of the required FTA reporting forms, provided the Recipient has complied with the U.S. DOT Common Rules and this Master Agreement.

- (iii) DELPHI elnvoicing System or DELPHI Mark View System. If the Recipient receives payments provided through the DELPHI elnvoicing System or DELPHI Mark View System, the Recipient must submit a request for payment with adequate supporting documentation for FTA to determine that:
 - (A) It has complied and is complying with the Underlying Agreement;
 - (B) It has made and is making adequate progress toward completion of the Award; and
 - (C) It has satisfied FTA that the federal assistance requested is needed for the eligible purposes of the Award in that requisition period.
- (iv) Reimbursement. After it has demonstrated satisfactory compliance with this section, FTA may reimburse the federal share of the Recipient's apparent allowable costs incurred or to be incurred in the requisition period if those apparent allowable costs are consistent with the Award Budget, and those apparent allowable costs do not exceed the maximum amount of federal assistance that may be paid through the federal fiscal year of that requisition.
- (h) Safeguarding Federal Assistance. The Recipient agrees to deposit all federal assistance it receives in a financial institution and in an insured account whenever possible, and understands that FTA encourages it to use financial institutions owned at least fifty (50) percent by minority group members.
- (i) The Recipient's Duty to Pay Eligible Costs. When accompanied by appropriate documentation, the Recipient agrees to pay the eligible costs incurred that implement the Award when due, using the available federal assistance provided for the Award and the non-federal share.
- (j) Effect of Federal Payments. The Recipient agrees that any federal payment made for a cost incurred that is supported by its Underlying Agreement does not constitute the Federal Government's final decision about the eligibility of the cost for payment with federal assistance provided through the Underlying Agreement, or a waiver of any violation of any federal law, regulation, requirement, guidance, the Underlying Agreement or this Master Agreement.
- (k) Revocation of Federal Assistance. The Federal Government may revoke the unexpended portion of federal assistance for the Award after the Award has been made and executed.

- (l) Final Cost Determination. The Recipient acknowledges that the Federal Government will not make a final determination about the eligibility of any cost until the audit of the Award and Underlying Agreement has been completed.
- (m) Closeout. The Recipient agrees that closeout of the Award will not alter:
 - (1) The Recipient's obligation to return any amounts it owes the Federal Government for later refunds, corrections, or other similar actions; and
 - (2) The Federal Government's right to disallow costs and recover federal assistance based on a later audit or other review.
- (n) *Notification*. If the Federal Government determines that the Recipient is not entitled to any portion of federal assistance paid, the Federal Government will notify the Recipient in writing.
- (o) Recovery of Improper Payments. Unless prohibited by federal law or regulation, the Federal Government may recover any federal assistance necessary to satisfy any outstanding monetary claims it may have against the Recipient.
- (p) Program Income. The Recipient agrees that it may use its program income derived from a Project receiving federal assistance through the Underlying Agreement as FTA permits. In determining the total amount of program income a Recipient has earned from its Project, those costs incident to earning program income that have not been charged to the Award may be deducted from the Recipient's gross income.
 - (1) During the Period of Performance. The Recipient may use program income earned during the period of performance of the Underlying Agreement as follows:
 - (i) The Recipient may retain the income for other capital or operating public transportation expenses. If the Recipient chooses not to use program income for current or future FTA Grants or Cooperative Agreements or for other purposes ineligible for federal participation, then the amount of program income used for purposes ineligible for federal participation will be deducted from the total allowable costs to determine the net allowable costs.
 - (ii) For each Public Transportation Innovation, Technical Assistance, Workforce Development Project or Enhanced Mobility of Seniors and Individuals with Disabilities project, or related activities, the Recipient may add program income to the Award.

- (iii) Depending on federal statutory or regulatory restrictions, the Recipient may use the program income for the non-federal share for a future public transportation Project that will receive federal assistance provided by FTA.
- (2) After the Award Period. Except as FTA determines otherwise in writing, the Recipient has no obligation to the Federal Government regarding the disposition of program income earned after the end of the period of performance of the Award (i.e., after the ending date of the final Federal Financial Report).
- (q) *Profits*. The Recipient and Subrecipient may earn or keep the profits it may derive as a result of an Award, but the Recipient agrees that any such profits must be used in a manner consistent with the provisions of this Master Agreement or applicable federal guidance.
- (r) Excess Payments, Disallowed Costs, Refunds, Claims, Debts, Interest, Penalties, Administrative Charges, and Other Amounts Owed to the Federal Government.
 - (1) The Recipient's Responsibility to Pay. The Recipient agrees that after receiving notice of specific amounts due, it will pay the amount it owes the Federal Government for:
 - (i) Excess federal payments for disallowed costs;
 - (ii) Refunds due and amounts recovered from third parties or other sources;
 - (iii) Federal claims or debts;
 - (iv) Interest assessed;
 - (v) Penalties;
 - (vi) Administrative charges; or
 - (vii) Other amounts it owes the Federal Government.
 - (2) Amount of Interest Due. The amount of interest to be assessed depends on the procedures used to pursue payment:
 - (i) The Debt Collection Act. When the Federal Government uses the procedures of the Debt Collection Act of 1982, as amended, 31 U.S.C. § 3701, et seq., to collect claims or debts owed by the Recipient for any reason authorized under that Act (including excess

- payments and disallowed costs), the Recipient agrees that the amount of interest it will owe will be determined by the Joint U.S. Treasury and U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," 31 CFR Part 900, specifically 31 C.F.R. $\S 901.9(a) (g)$, or common law interest authorized by 31 C.F.R. $\S 901.9(i)$, as the Federal Government determines.
- (ii) Other Collection Processes. When the Federal Government uses methods or procedures other than those described in 31 U.S.C. § 3701, et seq., to recover money(ies) the Recipient owes the Federal Government, the Recipient agrees that common law interest will be due as authorized by Joint U.S. Treasury and U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," 31 C.F.R. § 901.9(i), but interest for premature withdrawals of federal assistance by states or state instrumentalities will be calculated as required under Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers," 31 CFR Part 205.
- (s) De-obligation of Federal Assistance. The Recipient agrees that the Federal Government may de-obligate federal assistance the Recipient has not spent both before and after closeout of the Award.

Section 8. Records and Reports Related to the Award and the Underlying Agreement.

- (a) Records. The Recipient agrees to maintain satisfactory records of each Project and activities related in whole or in part to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the extent FTA requires, including, but not limited to:
 - (1) Financial Records. Accurate financial records in its account for its Award, the accompanying Underlying Agreement, and any Amendments thereto, including, but not limited to, records of:
 - (i) Assets Received that Implement the Award. The amount of all assets it receives to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to all federal assistance or the value of any property the Federal Government provides that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, and all other funds and the value of any property or services it has received from sources other than the Federal Government provided for, accruing to,

- or otherwise received on account of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (ii) Costs Incurred that Implement the Award. Information about the costs incurred to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, including all costs incurred for the eligible property or services, detailed descriptions of the type of property or services acquired, including, but not limited, to properly executed payrolls, time records, invoices, contracts, vouchers, and other appropriate records, and detailed justifications for those costs.
- (iii) *Program Income*. All program income derived from the use of Project property, except income FTA determines to be exempt from federal program income record requirements.
- (2) Other Records Needed for Reports Related to the Award. Sufficient records as needed to prepare adequate reports related to the Award that it must submit to the Federal Government.
- (3) Formats. Formats for records must be satisfactory to FTA and include, but are not limited to, electronic records, including any emails related to the Award, records on paper, and records created in other formats.
- (4) Availability of Records Related to the Award. Accessibility for review and separation from other records not related to the Award to the extent feasible must be maintained.
- (b) Reports. The Recipient agrees to provide to FTA, and others if FTA so directs, all reports related in whole or in part required by applicable federal laws, regulations, requirements, the Underlying Agreement, or at FTA's express direction in the number and format as FTA specifies.
- (c) Data on Assaults on Transit Workers and Bus Impact Fatalities. The Recipient agrees to report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions—
 - (1) Any data on assaults on transit workers of the Recipient; and
 - (2) Any data on fatalities that result from an impact with a bus.
- (d) National Transit Database. For each fiscal year the Recipient receives or provides to any public transportation operator federal assistance appropriated or made available

for 49 U.S.C. § 5307 (including the Passenger Ferry Grant Program) or any provision of 49 U.S.C. § 5311 (including the Tribal Transit Program):

- (1) Reporting Requirements. The Recipient agrees to, and assures that it will require any person that receives benefits directly from its Award (including the public transportation operators participating in its Award), the accompanying Underlying Agreement, and any Amendments thereto:
 - (i) To facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD);
 - (ii) To conform to the NTD reporting system and the Uniform System of Accounts and Records;
 - (iii) To comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630;
 - (iv) To report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions—
 - (A) Any information relating to a transit asset inventory or condition assessment conducted by the Recipient; and
 - (B) Such other information as FTA may require; and
 - (v) To comply with any other applicable reporting regulations, and requirements, and
 - (vi) To follow FTA guidance.
- (2) *Voluntary Compliance*. FTA encourages any Recipient that is not required to provide information for the NTD, to provide that information voluntarily.
- (e) U.S. OMB Special Reporting Requirements.
 - (1) Authority. U.S. OMB has issued regulatory guidance in 2 C.F.R. § 25.220 instructing federal agencies to include special "award terms" as authorized under federal laws, including:
 - (i) The Federal Funding Accountability and Transparency Act of 2006 (FFATA), Public Law No. 109-282, September 26, 2006;

- (ii) Section 6202 of the Department of Defense Appropriations Act for Fiscal Year 2008, Public Law No. 110-252, June 30, 2008, which amended the FFATA; and
- (iii) Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, Public Law No. 110-417, October 14, 2008, which further amended the FFATA.
- (2) Universal Identifier and System for Award Management (SAM). The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, "Universal Identifier and System for Award Management (SAM)," 2 CFR Part 25, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB:
 - (i) Requirements for the System for Award Management (SAM). Unless exempted from SAM as provided in 2 C.F.R. § 25.110, the Recipient agrees to:
 - (A) Maintain the currency of its information in SAM until the later of the date it submits its final financial report required under this Master Agreement, or the date it receives its final federal payment for the Underlying Agreement; and
 - (B) Review and update its information in SAM at least annually after the initial registration, and more frequently if required by changes in its information, another provision of an applicable federal or federally assisted agreement, or an applicable federal law or regulation, or U.S. OMB regulatory guidance.
 - (ii) Requirement for a Unique Entity Identifier [Currently, the Data Universal Numbering System (DUNS) Number for SAM]. If the Award includes federal assistance intended to support subawards, the Recipient agrees to notify each potential Subrecipient and other entity participating in the Award that:
 - (A) The potential Subrecipient or entity must provide its unique entity identifier for SAM [currently, its DUNS number] to the Recipient;
 - (B) The Recipient may not make any subaward to any potential Subrecipient or entity unless that Subrecipient or entity has provided its unique entity identifier for SAM [currently, its DUNS number] to the Recipient; and

- (C) No Subrecipient or entity, as described below in section 8(d)(4) of this Master Agreement, may receive a subaward provided through the Underlying Agreement, unless that entity has provided its unique entity identifier for SAM [currently, its DUNS number] to the Recipient.
- (3) Reporting Subawards and Executive Compensation. The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, "Reporting Subaward and Executive Compensation Information," 2 CFR Part 170, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB.
- (4) Reporting of First-Tier Subawards. The Recipient agrees that when it takes an action that obligates \$25,000 or more in federal assistance for a subaward, it must report each such action as provided below, but it need not report an obligation of \$25,000 or more in federal assistance, if the Recipient is exempt from U.S. OMB's Special Reporting Requirements as provided below.
 - (i) Where and when to report. The Recipient agrees to report each obligating action described below to http://www.fsrs.gov, and the Recipient agrees to report subaward information no later than the end of the month after the month in which the obligation was made, (for example, if the obligation was made on October 1, 2015, the obligation must be reported by no later than November 1, 2015).
 - (ii) What to report. The Recipient agrees to report the requisite information about each obligating action required by the submission instructions posted at http://www.usaspending.gov.
 - (iii) Reporting Total Compensation of the Recipient's Executives. The Recipient agrees to report the total compensation for each of its five highest compensated executives for the preceding completed fiscal year if:
 - (A) The total federal assistance authorized to date for the Underlying Agreement is \$25,000 or more; and
 - (B) In its preceding fiscal year, the Recipient:
 - a. Received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts);

- b. Received \$25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts); and
- c. The public does not have access to information about the compensation of the Recipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).
- (C) The Recipient agrees to report executive total compensation described above as part of Recipient's registration profile at http://www.sam.gov, and by the end of the month after the month in which the Underlying Agreement is executed and annually thereafter.
- (D) Reporting of Total Compensation of the Subrecipient's Executives. Unless exempt as provided below, the Recipient agrees to report the names and total compensation of each of its first-tier Subrecipient's five highest compensated executives for the Subrecipient's preceding completed fiscal year if:
 - a. It received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts); and
 - b. It received \$25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts);

- c. The public does not have access to information about the compensation of the Subrecipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).
- (E) The Recipient agrees to report the Subrecipient's executives' total compensation described above to FTA and elsewhere as may be determined by the Federal Government, and by the end of the month following the month during which the Recipient makes the subaward (for example, if a subaward is obligated on any date during the month of October of a given year, i.e., between October 1 and 31, the Recipient must report any required compensation information about the Subrecipient by November 30 of that year).
- (F) Any Recipient that had gross income under \$300,000 from all sources in the previous tax year is exempt from those federal requirements to report subawards, and the total compensation of the five highest compensated executives of any Subrecipient.
- (5) Recipient Integrity and Performance Matters. U.S. OMB regulatory guidance, "Recipient Integrity and Performance Matters," 2 CFR Part 200, appendix XII, contains mandatory provisions that may affect the Recipient's reporting requirements.
- (f) Closeout. The Recipient agrees that closeout of its Award does not alter the record-keeping and reporting requirements of this section of this Master Agreement.

Section 9. Record Retention and Access to Sites of Performance.

(a) Types of Records. The Recipient agrees to retain, and will require its Third Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- (b) Retention Period. The Recipient agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Underlying Agreement, and any Amendments thereto must be retained from the day the Underlying Agreement was signed by the authorized FTA official through the course of the Award, the accompanying Underlying Agreement, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.
- (c) Access to Recipient and Third Party Participant Records. The Recipient agrees, and assures that each Subrecipient, if any, will agree to:
 - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information, including such records and information the Recipient or its Third Party Participants may regard as confidential or proprietary, related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients;
 - (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations; and
 - (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- (d) Access to the Sites of Performance. The Recipient agrees to permit, and to require its Third Party Participants to permit, FTA to have access to the sites of performance of its Award, the accompanying Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.
- (e) *Closeout*. Closeout of the Award does not alter the record retention or access requirements of this section of this Master Agreement.

Section 10. Completion, Audit, Settlement, and Closeout.

(a) Completion. Within one hundred twenty (120) calendar days after completion or termination of the Award, the Recipient agrees to submit; and within ninety (90) calendar days after completion or termination of the Award (or an earlier date as

agreed upon by the pass-through entity and subrecipient), the subrecipient agrees to submit to the pass-through entity:

- (1) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425);
- (2) A certification of expenses incurred that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto; and
- (3) The necessary audit reports of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (b) Audit of the Recipient. Except as the Federal Government determines otherwise in writing, the Recipient agrees that:
 - (1) Audits Required. It must obtain the following audits:
 - (i) Annual "Single Audit." A financial and compliance audit consistent with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501, et seq., and applicable U.S. DOT "Single Audit" requirements of 2 CFR Part 1201, which incorporate by reference 2 CFR Part 200, for each Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement; and
 - (ii) Other Audits. Other audits the Federal Government may require.
 - (2) Auditing Standards. It must comply with the "Audit Requirements" of 2 CFR Part 200, subpart F, and conform to U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards" in the conduct of audits of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - (3) Costs of Audits. The audit costs for the administration and management of the Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement are allowable to the extent authorized by the cost principles of 49 CFR Part 1201, which incorporate by reference 2 CFR Part 200.
- (c) Amounts Owed to the Federal Government. The Recipient agrees to return to the Federal Government any excess federal payments it receives for disallowed costs, and the Federal Government's proportionate part of any amounts it recovers from third parties or other sources, including refunds due and amounts recovered from third parties or other sources, interest assessed, penalties, and administrative charges.

(d) Closeout. The Recipient agrees that closeout of the Award occurs when FTA notifies the Recipient that the Award is closed, and approves the final federal payment, or acknowledges receipt of the proper refund. Closeout of the Award does not alter the Recipient's audit responsibilities and does not invalidate any continuing requirements of applicable federal law, regulations, or requirements, this Master Agreement or the Underlying Agreement.

Section 11. Right of the Federal Government to Terminate.

- (a) *Justification*. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
 - (1) The Recipient has failed to make reasonable progress implementing the Award;
 - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or
 - (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
- (b) Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- (c) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

(d) Uniform Administrative Requirements. These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

Section 12. Civil Rights.

- (a) Civil Rights Requirements. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing.

 Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.
- (b) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant will:
 - (1) Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age.
 - (2) Prohibit the:
 - (i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
 - (ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or
 - (iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
 - (3) Follow:
 - (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but
 - (ii) FTA does not require an Indian Tribe to comply with FTA programspecific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

- (c) Nondiscrimination Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
 - (1) Prohibit discrimination based on race, color, or national origin,
 - (2) Comply with:
 - (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;
 - (ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and
 - (iii) Federal transit law, specifically 49 U.S.C. § 5332; and
 - (3) Follow:
 - (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
 - (ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and
 - (iii) All other applicable federal guidance that may be issued.
- (d) Equal Employment Opportunity.
 - (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
 - (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
 - (iii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;

- (iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;
- (v) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and
- (vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
- (2) *Specifics*. The Recipient agrees to, and assures that each Third Party Participant will:
 - (i) Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:
 - (A) Recruitment advertising, recruitment, and employment;
 - (B) Rates of pay and other forms of compensation;
 - (C) Selection for training, including apprenticeship, and upgrading; and
 - (D) Transfers, demotions, layoffs, and terminations; but
 - (ii) *Indian Tribe*. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;" and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - (i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and
 - (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

- (e) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:
 - (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
 - (i) Section 11101(e) of IIJA;
 - (ii) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and
 - (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
 - (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 CFR Part 26.
 - (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:
 - (i) *TVM Certification*. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26; and
 - (ii) Reporting TVM Awards. Within 30 days of any third party contract award for a transit vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract using the Transit Vehicle Award Reporting Form on FTA's website. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
 - (4) *Assurance*. As required by 49 C.F.R. § 26.13(a):
 - (i) Recipient Assurance. The Recipient agrees and assures that:

- (A) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S.
 DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26;
- (B) It must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
- (C) Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
- (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
- (ii) Subrecipient/Third Party Contractor/Third Party Subcontractor
 Assurance. The Recipient agrees and assures that it will include the
 following assurance in each subagreement and third party contract it
 signs with a Subrecipient or Third Party Contractor and agrees to
 obtain the agreement of each of its Subrecipients, Third Party
 Contractors, and Third Party Subcontractors to include the following
 assurance in every subagreement and third party contract it signs:
 - (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
 - (B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
 - (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material

- breach of this subagreement, third party contract, or third party subcontract, as applicable; and
- (D) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
- (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801, et seq.
- (f) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination based on sex, including:
 - (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq.;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25; and
 - (3) Federal transit law, specifically 49 U.S.C. § 5332.
- (g) *Nondiscrimination on the Basis of Age*. The Recipient agrees to comply with federal prohibitions against discrimination based on age, including:
 - (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 634, which prohibits discrimination based on age;
 - (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625;
 - (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance;
 - (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90; and

- (5) Federal transit law, specifically 49 U.S.C. § 5332.
- (h) *Nondiscrimination on the Basis of Disability*. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:
 - (1) Federal laws, including:
 - (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
 - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
 - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
 - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
 - (2) Federal regulations and guidance, including:
 - (i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

- (iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;
- (v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;
- (ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
- (x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (xi) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.
- (i) Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
 - (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq.;
 - (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq.; and
 - (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd 290dd-2.
- (j) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:

- (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, (65 Fed. Reg. 50121); and
- (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.
- (k) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
- (l) Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.
- (m) Promoting Free Speech and Religious Liberty. The recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

Section 13. Planning.

- (a) Standard Planning Provisions. The Recipient agrees to the following:
 - (1) Planning Requirements and Guidance. To assure that its Underlying Agreement is consistent with the Planning requirements that apply, the Recipient agrees to:
 - (i) Comply with the Metropolitan planning requirements of 49 U.S.C. § 5303, and joint FHWA and FTA regulations, "Planning and Assistance Standards" (for Metropolitan Transportation Planning and Programming), 23 CFR Part 450 and 49 CFR Part 613, to the extent those regulations are consistent with the metropolitan planning requirements of 49 U.S.C. § 5303;
 - (ii) Comply with the statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304, and joint FHWA and FTA regulations, "Planning and Assistance Standards" (for statewide transportation planning and programming), 23 CFR Part 450 and 49 CFR Part 613, to the extent those regulations are consistent with the state planning requirements of 49 U.S.C. § 5304; and

- (iii) Follow any guidance FTA issues to implement requirements of 49 U.S.C. §§ 5303 and 5304.
- (2) Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:
 - (i) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient's federally assisted transportation services; and
 - (ii) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.
- (b) Tribal Transit Program Planning Provisions. The Indian Tribe agrees that:
 - (1) Planning Requirements. The federal assistance it receives for its Tribal Transit Program will be consistent with its documents, including any formal plan provided to FTA in support of the development and basis of its Award of federal assistance under the Tribal Transit Program, and are or will be coordinated with transportation service funded by other federal sources to the maximum extent feasible.
 - (2) Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:
 - (i) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient's federally assisted transportation services; and
 - (ii) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

Section 14. Private Enterprise.

(a) *Protections*. The Recipient agrees to protect the interests of private enterprise affected by federal public transportation programs by:

- (1) Encouraging private enterprise to participate in the planning of public transportation and programs that provide public transportation, to the extent permitted under 49 U.S.C. § 5306; and
- (2) Providing just compensation for the Project property it acquires, including the franchises of private providers of public transportation, as required under 49 U.S.C. § 5323(a)(1)(C).
- (b) *Infrastructure Investment*. The Recipient agrees to follow the infrastructure investment recommendations of:
 - (1) Executive Order No. 12803, "Infrastructure Privatization," April 30, 1992, 31 U.S.C. § 501 note (57 Fed. Reg. 19,036); and
 - (2) Executive Order No. 12893, "Principles for Federal Infrastructure Investments," January 26, 1994, 31 U.S.C. § 501 note (59 Fed. Reg. 4233).
- (c) *Joint Development*. If joint development is involved, the Recipient agrees to follow the latest edition of FTA Circular 7050.1, "Federal Transit Administration Guidance on Joint Development."

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

- (a) *Buy America*. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j);
- (b) Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.
- (c) Cargo Preference–Use of United States-Flag Vessels. At least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported

on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- (d) Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 301-10.143.
- (e) Uniform Administrative Requirements. Compliance with FTA's "Buy America Requirements," 49 CFR Part 661, and "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184, as described in this Master Agreement shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements."
- (f) Limitation on Certain Rolling Stock Procurements. The Recipient will comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

Section 16. Procurement.

- (a) Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees:
 - (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
 - (2) To comply with the applicable U.S. DOT Common Rules; and
 - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- (b) Full and Open Competition. The Recipient agrees to conduct all its third party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.
- (c) Exclusionary or Discriminatory Specifications. The Recipient agrees that it will not use any federal assistance under 49 U.S.C. chapter 53 for any procurement based on

- exclusionary or discriminatory specifications, as provided in 49 U.S.C. § 5325(h), unless authorized by other applicable federal laws, regulations, or requirements.
- (d) Required Clauses in Third Party Contracts. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third party contracts made by the Recipient under the Federal award must contain provisions covering the following, as applicable:
 - (1) Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)
 - (2) Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
 - Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339), as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - (4) Federally Assisted Construction Contracts. Pursuant to 41 CFR § 60-1.4(b)(1): The applicant [Recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds

obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf

- discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract

or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(5) (2) [Reserved] *Davis-Bacon Act, as amended (40 U.S.C.* §§ 3141 – 3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction,

- completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 3708). (6)Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (7) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (8) Clean Air Act (42 U.S.C. §§ 7401 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (9) Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (1) Complies with federal debarment and suspension requirements; and
 - (2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.
- (10) Restrictions on Lobbying (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 49 CFR Part 20. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (e) Geographic Restrictions. The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law (for example, Section 25019 of the Infrastructure Investment and Jobs Act of 2021, Pub. L. 117-58), regulation, requirement, or guidance.
- (f) *In-State Bus Dealer Restrictions*. The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).
- (g) Organizational Conflict of Interest. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.
- (h) *Project Labor Agreements*. As a condition of a third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009 (74 Fed. Reg. 6985).
- (i) Force Account. The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.
- (j) FTA Technical Review. The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.
- (k) Relationship of the Award to Third Party Contract Approval. The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non- competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.
- (1) National Intelligent Transportation Systems Architecture and Standards. The Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.
- (m) Rolling Stock. The Recipient agrees that any procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

- (n) *Bonding*. The Recipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:
 - (1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
 - (2) Activities Not Involving Construction. For each Project or related activities implementing the Underlying Agreement not involving construction, the Recipient will not impose excessive bonding and will follow FTA guidance.
- (o) Architectural Engineering and Related Services. When procuring architectural engineering or related services supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53 or provided in any other law requiring the Award to be administered under 49 U.S.C. chapter 53, the Recipient agrees to comply and assures that each of its Subrecipients will comply with 49 U.S.C. § 5325(b).
- (p) Design-Build Projects. As provided in 49 U.S.C. § 5325(d), the Recipient may use a design-build procurement to carry out its Design-Build Project, provided that it complies with applicable federal laws, regulations, and requirements, and follows federal guidance.
- (q) Award to Other than the Lowest Bidder. As permitted under 49 U.S.C. § 5325(c), the Recipient may award a third party contract to other than the lowest bidder, if that award furthers an objective (for example, improved long-term operating efficiency and lower long-term costs) consistent with the purposes of 49 U.S.C. chapter 53 and any implementing federal regulations, requirements, or guidance that FTA may issue.
- (r) Award to Responsible Third Party Contractors. The Recipient agrees to award third party contracts only to contractors able to carry out the procurement successfully, as provided in 49 U.S.C. § 5325(j), and before awarding a third party contract, it will consider the proposed contractor's integrity, compliance with public policy, past performance, and financial and technical resources.
- (s) Access to Third Party Contract Records. The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide:
 - (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all

- third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.
- (t) Electronic and Information Technology. The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.
- (u) Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:
 - (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
 - (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
- (v) Acquisition by Lease. The Recipient agrees that if it intends to acquire Project property through a lease it will comply, as applicable, with 49 U.S.C. chapter 53 and section 3019 of the FAST Act.
- (w) *Bid Protests*. The Recipient agrees to provide FTA, as part of the annual or quarterly Milestone Progress Report, with a list of all bid protests and appeals for solicitations or contracts in excess of \$500,000. The Recipient also should be mindful of the requirement in Section 39, Disputes, that the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located, of significant current or prospective legal matters that may affect the Federal Government.

Section 17. Patent Rights.

(a) General. The Recipient agrees that:

- (1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery;
- (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement; or
- (3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Recipient will notify FTA immediately and provide a detailed report satisfactory to FTA.
- (b) Federal Rights. The Recipient agrees that:
 - (1) Its rights and responsibilities and each Third Party Participant's rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and
 - Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, "37 CFR Part 401.
- (c) License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

Section 18. Rights in Data and Copyrights.

(a) Definition of "Subject Data." As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Underlying Agreement. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item

- identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.
- (b) General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:
 - (1) *Prohibitions*. The Recipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - (2) Exceptions. The prohibitions do not apply to publications or reproductions for the Recipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- (c) Federal Rights in Data and Copyrights. The Recipient agrees that:
 - (1) General. It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and
 - U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Recipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- (d) Special Federal Rights in Data for Research, Development, Demonstration,
 Deployment, Technical Assistance, and Special Studies Programs. In general, FTA's
 purpose in providing federal assistance for a research, development, demonstration,
 deployment, technical assistance, or special studies program is to increase
 transportation knowledge, rather than limit the benefits of the Award to the Recipient
 and its Third Party Participants. Therefore, the Recipient agrees that:

- (1) Publicly Available Report. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.
- (2) Other Reports. It must provide other reports related to the Award that FTA may request.
- (3) Availability of Subject Data. FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.
- (4) *Identification of Information*. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
- (5) *Incomplete*. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes subject data and must be delivered as the Federal Government may direct.
- (6) Exception. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient's use, and acquired with FTA capital program assistance.
- (e) License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with federal applicable requirements.
- (f) Hold Harmless. Upon request by the Federal Government, the Recipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless the Federal Government against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- (g) Restrictions on Access to Patent Rights. Nothing in this section of this Master Agreement pertaining to rights in data either implies a license to the Federal

- Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (h) Data Developed Without Federal Assistance or Support. The Recipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Recipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- (i) Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release data and information that the Recipient submits to the Federal Government as required under:
 - (1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552;
 - (2) The U.S. DOT Common Rules;
 - (3) The U.S. DOT Public Access Plan, which provides that the Recipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at http://ntl.bts.gov/publicaccess/howtocomply.html; or
 - (4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

Section 19. Use of Real Property, Equipment, and Supplies.

(a) Federal Interest. The Recipient agrees that the Federal Government retains a federal interest in all real property, equipment, and supplies acquired or improved for use in connection with a Project (Project property) until, and to the extent that, the Federal Government removes its federal interest.

- (b) FTA Requirements and Guidance for Use of Project Property. The Recipient agrees that:
 - (1) Satisfactory Continuing Control. It will maintain continuing control of the use of its Project property as satisfactory to FTA, which is defined as the legal assurance that Project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
 - (2) Appropriate Use. It will use its Project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its Project property, which may extend beyond the duration of the Award, and consistent with other requirements FTA may impose.
 - (3) Delay or Failure to Use Project Property. The Federal Government may require it to return the entire amount of federal assistance spent on its Project property if, during the useful life of its Project property, it has unreasonably delayed using its Project property, or failed to use its Project property.
 - (4) Notification. It will notify FTA immediately when it uses any of its Project property in a manner substantially different from the representations in its Application or other documents submitted in support of the Award, or the requirements of the accompanying Underlying Agreement, or it withdraws any of its Project property from appropriate use.
 - (5) FTA Guidance. It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.
- (c) General Federal Requirements. The Recipient agrees to comply with the applicable U.S. DOT property management provisions as provided in the U.S. DOT Common Rules and this Master Agreement. The Recipient also agrees to follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in this Master Agreement and FTA guidance.
- (d) *Maintenance*. As provided in federal laws, regulations, requirements, and guidance, the Recipient agrees to maintain its Project property in good operating order, and comply with FTA regulations, "Transit Asset Management" and "National Transit Database," 49 CFR Parts 625 and 630.
- (e) *Property Records*. The Recipient agrees to keep satisfactory records of its use of its Project property, and, upon request, it will provide FTA the necessary information required to assure compliance with this Master Agreement.

- (f) *Incidental Use.*
 - (1) The Recipient agrees that any incidental use of Project property will not exceed what is permitted under applicable federal requirements and federal guidance.
 - (2) As provided in 49 U.S.C. § 5323(p), it may permit nontransit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if:
 - (i) The incidental use does not interfere with public transportation operations or violate the provisions of the Underlying Agreement and any Amendments thereto;
 - (ii) It fully recaptures all the costs related to the incidental use from any nontransit public entity or private entity that uses the alternative fueling facilities or equipment;
 - (iii) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and
 - (iv) Private entities pay all applicable excise taxes on fuel.
- (g) Reasonable Access for Private Intercity or Charter Transportation Operators. The Recipient agrees to comply with 49 U.S.C. § 5323(r), and may not deny reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes. In determining reasonable access, capacity requirements of the Recipient and the extent to which access would be detrimental to existing public transportation services must be considered.
- (h) Encumbrance of Project Property. Absent the express consent of the Federal Government in writing, the Recipient agrees to preserve the federal interest in its Project property, and to maintain satisfactory continuing control of its Project property as follows:
 - (1) Written Transactions. The Recipient agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property including, but not limited to, lease, transfer of title, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or

- commitment that may apply to the Project property. Upon request, the Recipient will provide a copy of any document described above to FTA.
- (2) Oral Transactions. The Recipient agrees it will not obligate itself in any way through an oral statement to any third party with respect to its Project property that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.
- (3) Other Actions. The Recipient agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.
- (i) Useful Life of Project Property. The Recipient agrees that:
 - (1) Determining the Useful Life. FTA may establish the useful life of Project property;
 - (2) Required Use. It will use its Project property continuously and appropriately throughout the useful life of that property;
 - (3) Expired Useful Life. When the useful life of its Project property has expired, it will comply with FTA's disposition requirements; and
 - (4) *Premature Withdrawal*. The Federal Government retains a federal interest in the fair market value of Project property or remaining useful life in Project property calculated based on straight line depreciation (including Project equipment acquired by a state). Therefore, if the Recipient withdraws that property from public transportation use prematurely, it will notify FTA immediately when any of its Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - (i) Amount of Federal Interest. The federal interest in the Recipient's or any of its Subrecipients' Project property will be determined based on the ratio of the federal assistance provided for that property to the actual cost of that property.
 - (ii) Financial Commitments to the Federal Government. Except as otherwise approved in writing by the Federal Government, the Recipient agrees that if its Project property is prematurely withdrawn from appropriate use:
 - (A) It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government; or

- (B) With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.
- (j) Calculating the Value of Prematurely Withdrawn Project Property. The Recipient agrees that the fair market value of Project property prematurely withdrawn from use in support of the Award (including the fair market value of project equipment acquired or improved by a state) will be calculated as follows:
 - (1) Equipment and Supplies. The fair market value of project equipment or supplies will be calculated by straight-line depreciation, based on the useful life of that equipment or supplies as established or approved by FTA. The fair market value of the Project equipment and supplies withdrawn from proper use will be based on the value of that property immediately before it was withdrawn from appropriate use irrespective of whether the Project property was withdrawn from use due to fire, casualty, or natural disaster, and irrespective of the extent of insurance coverage.
 - (2) *Real Property*. The Recipient agrees that the fair market value of Project real property shall be determined by:
 - (i) Competent appraisal based on an appropriate date as approved by FTA, consistent with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 CFR Part 24;
 - (ii) Straight line depreciation of improvements to the Project real property coupled with the value of the land determined by FTA based on appraisal; or
 - (iii) Other applicable federal laws, regulations, and requirements.
 - (3) Exceptional Circumstances. The Recipient agrees that the Federal Government may require another method of valuation to be used to determine the fair market value of Project real property withdrawn from service. In unusual circumstances, the Recipient may request permission to use another reasonable valuation method including, but not limited to accelerated depreciation, comparable sales, or established market values.
- (k) *Insurance Proceeds*. The Recipient agrees to use any insurance proceeds it receives for Project property that has been damaged or destroyed (including insurance proceeds for Project equipment acquired or improved by a state) as follows:

- (1) Replacement. It may apply those insurance proceeds to the cost of replacing that damaged or destroyed property;
- (2) Another Purpose. It may use those insurance proceeds for another authorized purpose, provided that it has obtained FTA's consent in writing; or
- (3) Return to the Federal Government. It may return to the Federal Government an amount equal to the amount of the remaining federal interest in that property that has been damaged or destroyed.
- (l) Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property that has been damaged to its original condition, or refund the value of the federal interest in its Project property (including the remaining federal interest in Project equipment acquired by a state), as the Federal Government may require.
- (m) Disposition of Project Property. The Recipient agrees that disposition of its Project property may be made as provided in FTA's enabling legislation, 49 U.S.C. § 5334(h), U.S. DOT Common Rules, and the most recent edition of FTA Circular 5010.1, to the extent consistent with applicable federal laws, regulations, requirements, and guidance. The Recipient understands and agrees that under certain circumstances, the Recipient must obtain disposition instructions from FTA before disposing of Project property, including real property, equipment including rolling stock, and supplies. Disposition performed under any authority is subject to 49 U.S.C. § 5334(h)(4)(B) ("Reimbursement").
- (n) Responsibilities After Closeout. The Recipient agrees that closeout of the Award will not change the Recipient's property management responsibilities for its Project property as provided in federal laws, regulations, requirements, and guidance effective now or at a later date, and this section of this Master Agreement.

Section 20. Transit Asset Management.

- (a) Transit Asset Management Plan. The Recipient agrees to develop a Transit Asset Management Plan that complies with federal transit laws, specifically 49 U.S.C. § 5326, FTA regulations, "Transit Asset Management," 49 CFR Part 625, and "National Transit Database," 49 CFR Part 630, and other applicable federal laws, regulations, and requirements.
- (b) When Compliance is Required. The Recipient agrees to, and assures that each Third Party Participant will, comply with FTA regulations, "Transit Asset Management; National Transit Database," 49 CFR Parts 625 and 630, and follow applicable federal guidance.

Section 21. Insurance.

- (a) Flood Insurance. The Recipient agrees and assures that its Third Party Participants will agree to comply with flood insurance laws and guidance as follows:
 - (1) It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.
 - (2) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.
 - (3) It will follow FTA guidance, except to the extent FTA determines otherwise in writing.
- (b) Other Insurance Requirements. It will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

Section 22. Relocation and Real Property.

- (a) Relocation Protections. Irrespective of whether federal assistance is used to pay relocation costs required under federal laws, regulations, or requirements, the Recipient agrees to:
 - (1) Provide fair and equitable treatment to displaced individuals and businesses that must be relocated as a result of any Project for which the FTA has provided federal assistance; and
 - (2) Comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601, et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR Part 24.
- (b) Nondiscrimination in Housing. The Recipient agrees that when it must provide housing for individuals as a result of relocation, it will comply with Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act), 42 U.S.C. § 3601, et seq., and facilitate and follow Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing,"

- January 17, 1994, 42 U.S.C. § 3608 note, (59 Fed. Reg. 2939), except as the Federal Government determines otherwise in writing.
- (c) Prohibition Against the Use of Lead-Based Paint. The Recipient agrees that if it constructs or rehabilitates residential structures on behalf of individuals displaced by its any Project, it will not use lead-based paint, and it will comply with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning Prevention in Certain Residential Structures," 24 CFR Part 35.
- (d) Real Property Acquisition Protections. Irrespective of whether federal assistance is used to pay real property acquisition costs required to implement the Award, the Recipient agrees to provide fair and equitable treatment to owners of real property or interests in real property that must be acquired as a result of any Project, and comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601, et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 CFR Part 24.
- (e) Covenant Against Discrimination. The Recipient agrees to include a covenant in the title of the real property acquired for use in any Project that assures nondiscrimination during the useful life of that real property.
- (f) Recording the Title to Real Property. The Recipient agrees to record the federal interest in the title to real property used in connection with any Project if FTA so requires.
- (g) FTA Approval of Changes in Real Property Ownership. Unless it receives permission or instructions from FTA, the Recipient agrees that it will not dispose of, modify the use of, or change the title to real property used in any Project, or any other interests in the site and facilities used in any Project.

Section 23. Construction.

- (a) Construction Plans and Specifications. The Recipient agrees to comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.
- (b) Seismic Safety. The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, "Seismic Safety," 49 CFR Part 41, specifically, 49 C.F.R. § 41.117.

- (c) Supervision of Construction. The Recipient agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.
- (d) Construction Reports. For any Project or related activities involving construction, the Recipient agrees to provide progress reports and other relevant information or data, as required by FTA or the state in which construction takes place.
- (e) *Major Capital Investment Projects*. If the Recipient's Project involves a Major Federal Project, it agrees to comply with all applicable federal regulations, including FTA regulations, "Major Capital Investment Projects," 49 CFR Part 611, and "Project Management Oversight," 49 CFR Part 633, to the extent that they are consistent with applicable federal legislation, regulations, and requirements, and follow all applicable federal guidance.

Section 24. Employee Protections.

- (a) Awards Involving Construction. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:
 - (1) Prevailing Wage Requirements of:
 - (i) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
 - (ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 3144, 3146, and 3147; and
 - (iii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
 - (2) Wage and Hour Requirements of:
 - (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and
 - (ii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

(also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

- (3) "Anti-Kickback" Prohibitions of:
 - (i) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
 - (ii) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and
 - (iii) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3.
- (4) Construction Site Safety of:
 - (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and
 - (ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.
- (b) Awards Not Involving Construction. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
- (c) Awards Involving Commerce. The Recipient agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.

- (d) Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
 - Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.
 - (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.
 - (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 25. Early Systems Work Agreement.

(a) Statutory Requirements. If FTA enters into an Early System Work Agreement (ESWA) with the Recipient to advance the implementation of the Recipient's Capital

- Project, the Recipient agrees that the provisions of 49 U.S.C. § 5309(k)(3) will apply to that ESWA, the Recipient, and FTA.
- (b) *ESWA Provisions*. Except to the extent that the Federal Government determines otherwise in writing, the Recipient understands and agrees that the following provisions apply to its ESWA, unless the ESWA contains specific requirements to the contrary:
 - (1) Recipient Representations. In view of the standards and commitments imposed on the Recipient by 49 U.S.C. § 5309(k)(3), the Recipient has provided sufficient representations and information to FTA so that FTA has reason to believe the following:
 - (i) FTA and the Recipient will enter into a Full Funding Grant Agreement for the Project; and
 - (ii) The terms of the ESWA will promote the ultimate completion of the Project more rapidly and at less cost.
 - (2) FTA Commitments. By entering into an ESWA with the Recipient, FTA has agreed to provide for reimbursement of the preliminary costs of carrying out the Project, including:
 - (i) Land acquisition;
 - (ii) Timely procurement of system elements for which the specifications are decided; and
 - (iii) Other activities that FTA decides are appropriate to make efficient, long-term Project management easier.
 - (3) Time Period of the ESWA. FTA reserves the right to determine the period of time in which the ESWA will remain in effect, even if that period extends beyond the time of the authorization of federal funding that will support the Project costs covered by the ESWA.
 - (4) Interest and Other Financing Costs. Interest and other financing costs of carrying out the ESWA efficiently and within a reasonable time are eligible ESWA costs, provided that:
 - (i) The interest and financing costs claimed do not exceed the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing;

- (ii) The Recipient has certified that it will show reasonable diligence in seeking the most favorable financing terms; and
- (iii) The Recipient is able to show reasonable diligence in seeking the most favorable financing terms to support this ESWA.
- (5) *Contingent Commitment*. In providing funding for the ESWA:
 - (i) In its discretion, FTA may include a commitment, contingent on amounts made available under a later-enacted law, to obligate an additional amount from future available budget authority to support the costs of the Recipient's ESWA; and
 - (ii) If FTA does make a commitment to provide funding contingent on future amounts to be specified in law, that commitment is not an obligation of the Federal Government.
- (6) Failure to Carry Out the Project. If, for reasons within its control, the Recipient does not carry out the Project for which its ESWA was made available by FTA, the Recipient must:
 - (i) Repay all Federal Grant funds awarded under the ESWA from all Federal funding sources for all Project activities, facilities, and equipment; and
 - (ii) Pay reasonable interest and penalty charges:
 - (A) As established by FTA before or after FTA provided funding for the ESWA; or
 - (B) Allowable under law.

Section 26. Environmental Protections.

- (a) General. The Recipient agrees to, and assures that its Third Party Participants will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- (b) National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Recipient agrees to, and assures that its Third Party Participants will:

- (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
 - (i) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;
 - (ii) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 1508;
 - (iii) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;
 - (iv) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and
 - (v) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
 - (i) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013;
 - (ii) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and
 - (iii) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (c) Environmental Justice. The Recipient agrees to, and assures that its Third Party Participants will, promote environmental justice by following:
 - (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;

- (2) U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and
- (3) The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- (d) Other Environmental Federal Laws. The Recipient agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."
- (e) Corridor Preservation. The Recipient agrees that:
 - (1) It will not develop any right-of-way acquired under 49 U.S.C. § 5323(q) in anticipation of implementing its Award until all required environmental reviews for each Project or related activities have been completed; and
 - (2) It will follow FTA Final Guidance on the Application of 49 U.S.C § 5323(q) to Corridor Preservation for a Transit Project, October 27, 2014.
- (f) Use of Certain Public Lands. The Recipient agrees to comply, and assures that its Third Party Participants will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.
- (g) *Historic Preservation*. The Recipient agrees to, and assures that its Third Party Participants will:
 - (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

- (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
- (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.
- (4) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.
- (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- (h) *Indian Sacred Sites*. The Recipient agrees to, and assures that its Third Party Participants will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).
- (i) Mitigation of Adverse Environmental Effects.
 - (1) The Recipient agrees to comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in its finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.
 - (2) The Recipient agrees that:
 - (i) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto;
 - (ii) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached; and
 - (iii) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

(j) Energy Conservation. The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

Section 27. State Management and Monitoring Systems.

The Recipient agrees to comply with joint FHWA and FTA regulations, "Management and Monitoring Systems," 23 CFR Part 500, and FTA regulations, "Transportation Infrastructure Management," 49 CFR Part 614.

Section 28. Charter Service.

- (a) Prohibitions. The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, "Charter Service," 49 CFR Part 604, any other federal Charter Service regulations, federal requirements, or federal guidance.
- (b) Exceptions. Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - (1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only; and
 - (2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for FTA program purposes only.
- (c) *Violations*. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 CFR Part 604, appendix D, or barring it or the

Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 29. School Bus Operations.

- (a) Prohibitions. The Recipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 CFR Part 605, and any other applicable federal "School Bus Operations" laws, regulations, requirements, or applicable federal guidance.
- (b) Violations. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

Section 30. Geographic Information and Related Spatial Data.

The Recipient agrees that each Project or related activity that implements the Award will conform to the Federal Geographic Data Committee's National Spatial Data Infrastructure if the Project or related activity directly or indirectly involves spatial data, or geographic information systems, and it will follow U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. OMB Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.

Section 31. Federal "\$1 Coin" Requirements.

The Recipient agrees to comply with section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. § 5112(p), its equipment and facilities will be fully capable of accepting and dispensing \$1 coins when coins or currency are required to use that equipment or those facilities, and it will display signs and notices of the \$1 coin capability of its equipment and facilities on its premises, including vending machines, where coins or currency are used.

Section 32. Public Transportation Safety.

The Recipient agrees to comply with applicable federal laws, regulations, and requirements and follow applicable guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329.

Section 33. Motor Carrier Safety.

- (a) Financial Responsibility. The Recipient agrees to comply and assures that its Third Party Participants will comply with the economic and insurance registration requirements of the:
 - (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 CFR Part 387, if it is engaged in operations requiring compliance with 49 CFR Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone; and
 - (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR Part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.
- (b) *U.S. FMCSA Requirements*. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - (1) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 CFR Parts 390 397, to the extent applicable; and
 - (2) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 CFR Part 383, and "State Compliance with Commercial Driver's License," 49 CFR Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382, and implementing federal guidance, to the extent applicable.

Section 34. Safe Operation of Motor Vehicles.

- (a) Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:
 - (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

- (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.
- (b) Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:
 - (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
 - (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and
 - (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (i) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
 - (ii) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - (iii) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Section 35. Substance Abuse.

- (a) Drug-Free Workplace. The Recipient agrees to:
 - (1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.;

- (2) Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and
- (3) Follow and facilitate compliance with U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.
- (b) *Alcohol Misuse and Prohibited Drug Use.*
 - (1) Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - (i) Federal transit laws, specifically 49 U.S.C. § 5331;
 - (ii) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and
 - (iii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.
 - (2) Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Section 36. Protection of Sensitive Security and Other Sensitive Information.

The Recipient agrees to comply with the following requirements for the protection of sensitive security information:

- (a) The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15;
- (b) The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520;
- (c) U.S. DOT Common Rules, which require the Recipient to implement, and to require its Subrecipients, if any, to implement reasonable measures to safeguard protected

- personally identifiable information as well as any information that the FTA or passthrough entity designates as sensitive; and
- (d) National Archives and Records Administration regulations, "Controlled Unclassified Information," 32 CFR Part 2002.

Section 37. Special Notification Requirements for States.

- (a) *Types of Information*. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- (b) *Documents*. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Section 38. Freedom of Information.

- (a) Applicability. The Recipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.
- (b) Records. The Recipient agrees that all records it submits to FTA will become federal agency records and may be subject to release in response to a FOIA request unless FTA in its sole discretion determines that a valid exemption under FOIA or another statute applies. Unless FTA explicitly states otherwise in writing, FTA does not make any assurance that it will keep private any records submitted to FTA.
- (c) Confidentiality. President Obama's "Memorandum for the Heads of Executive Departments and Agencies on the Freedom of Information Act," dated January 21, 2009, directs federal agencies to adopt a presumption that information should generally be disclosed when requested, and therefore the Recipient agrees that:
 - (1) Unless a federal law or regulation requires that a document or other information be withheld, FTA does not consent to withhold information,

irrespective of its format, merely because it is accompanied by a "routine" confidentiality statement that may appear on:

- (i) Information about the Award, the accompanying Underlying Agreement, and any Amendments thereto;
- (ii) Information accompanying or supplementing the Award, the accompanying Underlying Agreement, and any Amendments thereto; or
- (iii) Any other information FTA may obtain.
- (2) As provided in federal laws, regulations, requirements, and guidance, FTA will review the information and documents that are the subject of each FOIA request to determine the extent to which FTA must or should exercise its discretion to withhold that information or those documents.
- (3) Any genuinely confidential, privileged, or sensitive security information will be marked clearly and specifically as confidential or privileged, and justified as confidential or privileged under FOIA standards. The Recipient will mark all sensitive security information (SSI), as defined by 49 C.F.R. § 15.5, as set forth in 49 C.F.R. § 1520.13. The Recipient will not mark non-SSI material as SSI. Also refer to Section 36 of this Agreement, regarding the protection of SSI and other sensitive information.

Section 39. Disputes, Breaches, Defaults, and Litigation.

- (a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- (b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal

- Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.
- (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- (d) *Enforcement*. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

Section 40. Amendments to the Underlying Agreement.

- (a) When Required. An Amendment to the Underlying Agreement is required under the following circumstances:
 - (1) A change in the scope of work or an addition of federal assistance to an existing Award (regardless of whether the source of assistance is the same or different);
 - (2) A change to the scope of work that necessitates a change in the distribution of federal assistance across scope codes or activities; or
 - (3) The Award includes multiple sources of financial assistance and the action requires the addition of a new Scope to a Project.
- (b) *Process*. An amendment to the Underlying Agreement must be submitted and approved in TrAMS, and must meet the same application requirements as would apply to a request for a new Award.

Section 41. FTA's Transit Award Management System (TrAMS).

The Recipient agrees to submit its application for an Award, reports, documents, or other information required by federal law, regulations, or requirements, through FTA's Transit Award Management System (TrAMS). To submit its application, reports, documents, or information required to FTA, any signature submitted for use in TrAMS must comply with the requirements of the Electronic Signatures in Global and National Commerce Act (E-Sign Act), 15 U.S.C. §§ 7001, et seq.

Section 42. Information Obtained through Internet Links.

Although this Master Agreement may include electronic links to federal laws, regulations, requirements, and guidance, FTA does not guarantee the accuracy of the information that may accessed through such links. Accordingly, the Recipient understands and agrees that any information obtained through any electronic link within this Master Agreement does not represent an official version of a federal law, regulation, or requirement, and might be inaccurate. Therefore, any information that is obtained through such links is neither incorporated by reference nor made part of this Master Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 43. Severability.

The Recipient agrees that if any provision of the Underlying Agreement or any Amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

SPECIAL PROVISIONS FOR SPECIFIC PROGRAMS

Section 44. Special Provisions for All Public Transportation Innovation, Technical Assistance or Workforce Development Programs.

- (a) Applicability. The Recipient understands and agrees that this section of the Master Agreement applies to the following programs to which FTA provides federal assistance, including the following programs:
 - (1) Programs authorized under 49 U.S.C. § 5312, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;
 - (2) Programs authorized under former 49 U.S.C. § 5313, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;
 - (3) Programs authorized under 49 U.S.C. § 5314, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;
 - (4) Programs authorized by the repealed section 3045 of SAFETEA-LU;
 - (5) Programs authorized by the repealed section 3046 of SAFETEA-LU; and
 - (6) Other similar Programs for which FTA awards federal assistance under 49 U.S.C. §§ 5312 or 5314, as amended, or other similar research-type or technical assistance authorizing legislation.
- (b) Provisions for Underlying Agreements for Public Transportation Innovation or Technical Assistance and Workforce Development Awards. The Recipient agrees that the following provisions will apply to the Underlying Agreement for a Public Transportation Innovation or Technical Assistance and Workforce Development Project or related activities:
 - (1) Report. The Recipient agrees that in addition to any other Report FTA may require, the Recipient will prepare and submit to FTA a Report of each Project and related activities that describes the subject (or subjects) investigated, the methods used, the results, and the conclusions reached, is satisfactory, sufficiently organized, well-written, and comprehensive.
 - (2) *Disclaimer*. The Report must contain the following disclaimer: "This document is disseminated under the sponsorship of the United States Department of Transportation, Federal Transit Administration, in the interest

- of information exchange. The United States government assumes no liability for the contents or use thereof. The United States government does not endorse products or manufacturers. Trade or manufacturers' names appear herein solely because they are considered essential to the contents of the report."
- (3) Format. The Report must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194, and the specific publication elements and report style guide at http://www.fta.dot.gov/research/program_requirements. The Report must identify clearly and precisely any specific information or data that is confidential, privileged, or proprietary and is contained within any report or document.
- (4) *Publication*. Except for confidential, privileged, or proprietary information in the Report, FTA may publish the Report, and make it available for publication on the Internet or in any other venue.
- (5) *Identification of Federal Assistance*. The Recipient agrees that:
 - (i) It will display information on any product developed with federal assistance for 49 U.S.C. § 5312 for which the U.S. Department of Transportation, Federal Transit Administration provided federal assistance to support the development of the product that is tangible and is produced from, or is a result of, a Project, is a deliverable, and visible to the public, or is or will be made available to other research organizations, or public transportation providers, and consists of equipment, a prototype, hardware, construction, reports, data, software, internet pages, or any similar item.
 - (ii) The information required will be given using an appropriate sign, designation, or notice.
- (c) Special Disposition Provision. In addition to other disposition provisions, FTA may vest title in tangible personal property used in the conduct of basic or applied scientific research in a nonprofit institution of higher education or in a nonprofit organization whose primary purpose is conducting scientific research, provided the requirements of 31 U.S.C. § 6306 are met.
- (d) *Protection of Human Subjects*. The Recipient agrees to comply with the protections for human subjects involved in a Project or related activities supported with federal assistance through the Underlying Agreement, as required by the National Research

- Act, as amended, 42 U.S.C. § 289, et seq., and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR Part 11.
- (e) *Protection of Animals*. The Recipient agrees to comply with the protections for animals involved in a Project or related activities, as required by the Animal Welfare Act, as amended, 7 U.S.C. § 2131, et seq., and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR Parts 1, 2, 3, and 4.
- (f) Export Control. The Recipient understands and agrees that before exporting any information that is subject to federal export requirements, it must first obtain the necessary federal license(s), and comply with the federal export control regulations of the U.S. Department of Commerce, Bureau of Industry and Security, "Export Administration Regulations," specifically, 15 CFR Parts 730, et seq., U.S. Department of State, U.S. Department of the Treasury, and U.S. Department of Defense.

Section 45. Special Provisions for the State Safety Oversight Grant Program.

In administering any State Safety Oversight Grant Program Award under 49 U.S.C. § 5329(e)(6), the Recipient agrees to comply with 49 U.S.C. § 5329(e)(6).

Section 46. Special Provisions for the State Infrastructure Bank (SIB) Program.

- (a) Federal Laws, Regulations, Requirements, and Guidance. The State, as the Recipient, agrees to administer its Underlying Agreement to support its SIB consistent with federal laws, regulations, requirements, and guidance, including, but not limited to:
 - (1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. § 610, to the extent required under the FAST Act, and other applicable federal legislation;
 - (2) Federal transit laws, specifically 49 U.S.C. § 5323(o), which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for Underlying Agreements to which MAP-21 and the FAST Act apply;
 - (3) Section 350 of the National Highway System Designation Act of 1995, as amended, (NHS Act), 23 U.S.C. § 101 note, to the extent this section has not been superseded by 23 U.S.C. § 610;
 - (4) Any federal law enacted or federal regulation or requirements promulgated at a later date applicable to the Underlying Agreement;
 - (5) All other applicable federal guidance that may be issued;

- (6) The terms and conditions of any U.S. DOL certification(s) of employee protective arrangements;
- (7) The SIB Cooperative Agreement establishing the SIB in the state, signed by the Executive Director of the Build America Bureau, the Federal Transit Administrator, authorized state official(s) or their authorized designees, and if applicable, the administrator (or designee) for any other federal modal agency that the State wishes to include in its SIB; and
- (8) The FTA Grant Agreement providing federal assistance for the Underlying Agreement in support of its SIB, except that any provision of this Master Agreement that would otherwise apply to a SIB Project does not apply to the Underlying Agreement if it conflicts with any other federal law or regulation applicable to a SIB, federal SIB Guidelines, the SIB Cooperative Agreement, or the Underlying Agreement, but the conflicting provision of this Master Agreement will prevail, however, if FTA expressly determines so in writing.
- (b) Limitations on Accessing Federal Assistance in the Transit Account. The Recipient understands that the total amount of federal assistance awarded under the Grant Agreement to be supported with SIB deposits may not be available for immediate withdrawal. The State and the Recipient agree to restrict the amount of federal assistance it withdraws from its SIB to an amount not exceeding the limits specified in its Grant Agreement in support of the SIB or the Award Budget for that Grant Agreement.

Section 47. Special Provisions for the TIFIA and RRIF Programs.

- (a) Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees to administer any Underlying Agreement for TIFIA or RRIF credit assistance as required by and in accordance with the terms of the Underlying Agreement.
- (b) Default. The Recipient agrees that FTA may declare the Recipient in violation of this Master Agreement if there has been an Event of Default according to an Underlying Agreement for TIFIA or RRIF assistance, and that Event of Default is not cured within 90 days.
- (c) Order of Precedence. Any provision of this Master Agreement that is applicable to the Recipient's Underlying Agreement for TIFIA or RRIF assistance but that conflicts with the laws, regulations, and requirements applicable to the Recipient's Underlying Agreement for TIFIA or RRIF assistance, will not apply to the Recipient's TIFIA or RRIF Loan, Loan Guarantee, Line of Credit, or Master Credit Agreement, unless FTA determines otherwise in writing.

Section 48. Special Provisions for the Joint FTA-FRA Program.

- (a) General Legal Requirements. When both FTA and the U.S. Federal Railroad Administration (FRA) make federal assistance available for the same Underlying Agreement, the Recipient understands and agrees to administer the Underlying Agreement to achieve maximum compliance with FTA's statutory and regulatory requirements, FRA's statutory and regulatory requirements, and other federal statutory requirements.
- (b) Disadvantaged Business Enterprises.
 - (1) The Recipient acknowledges and understands that the statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA, including Section 1101(b) of the FAST Act (23 U.S.C. § 101 note) and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, both of which apply to FTA, but not to FRA.
 - (2) FRA is not authorized to use FTA's DBE regulations, and consequently the Recipient agrees to comply with the statutory and regulatory DBE provisions that apply to federal assistance provided by FTA when using that federal assistance for purchases.
 - (3) The Recipient agrees to use the "contracting with small and minority firms, women's business enterprise" provisions of the applicable U.S. DOT Common Rules.
- (c) *Buy America*. The Recipient agrees that statutory and regulatory Buy America provisions that apply to federal assistance authorized for FTA differ from those that apply to federal assistance authorized for FRA. Therefore, the Recipient agrees that:
 - (1) It must comply with FTA's statutory and regulatory Buy America provisions to the extent that the purchases are for a Project or related activities that implement the Underlying Agreement;
 - (2) It must comply with FRA's statutory and regulatory Buy America provisions, section 301(a) of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), Pub L. 110-432, October 16, 2008, and 49 U.S.C. § 24405(a), to the extent that the purchases are required to comply with FRA Buy America requirements; and

- (3) If it uses federal assistance authorized for FTA and for FRA to finance a purchase, the Recipient agrees to comply with both FTA's and FRA's requirements.
- (d) Force Account Procurement. The Recipient agrees that FTA deems section 16(j) of this Master Agreement to be satisfied for work that is performed by the railroad's force account employees if a Project or related activities are being conducted on the property of a railroad, and under the railroad's collective bargaining agreements with its employees, certain work to be performed for the Recipient must be performed by force account employees.
- (e) Procurement of Rolling Stock. The Recipient agrees that if FRA requires the Recipient to acquire any rolling stock for the Underlying Agreement from the Next Generation Corridor Equipment Pool Committee that has been established under section 305 of PRIIA, FTA deems section 15 of this Master Agreement to be satisfied.
- (f) *Use of Real Property, Equipment, and Supplies.* The Recipient agrees that application of section 19 of this Master Agreement is reserved.
- (g) Davis-Bacon. The Recipient agrees that, as provided in 49 U.S.C. § 24312, wages paid to railroad employees at rates provided in a collective bargaining agreement negotiated under the Railway Labor Act, 45 U.S.C. § 151, et seq., are deemed to comply with the requirements of the Davis-Bacon Act, 40 U.S.C. § 3141, et seq., and satisfy section 24 of this Master Agreement.
- (h) Employee Protective Arrangements. The Recipient agrees to pass down to a railroad employee subject to the Railway Labor Act, 45 U.S.C. § 151, et seq., protective arrangements as provided in a special Attachment to FTA's Grant Agreement or Cooperative Agreement with the Recipient, and not pass down employee protective arrangements as provided in section 24 of this Master Agreement.
- (i) Motor Carrier Safety. The Recipient agrees that railroad signal employees and their employers must comply with the hours of service requirements of 49 U.S.C. § 21104, see 49 U.S.C. § 21104(e), and FRA's hours of service regulation, specifically 49 CFR Part 228, and that section 33 of this Master Agreement does not apply to railroad signal employees concerning hours of service.
- (j) Railroad Safety. The Recipient agrees that a railroad subject to FRA's safety jurisdiction must comply with the federal railroad safety laws.

APPENDIX A TRIBAL TRANSIT PROGRAM—APPLICABLE PROVISIONS

FTA recognizes that several provisions of this Master Agreement generally applicable to other programs do not apply to the Tribal Transit Programs or the Indian Tribes that are the Direct Recipients of federal assistance under those Programs. The following sections of this Master Agreement are not applicable to the Tribal Transit Programs:

Section 14(a)(1) and 14(b) – Private Enterprise

Section 22(e) – Relocation and Real Property

Section 27 – State Management and Monitoring Systems

Section 30 – Geographic Information and Related Spatial Data

Section 37 – Special Notification Requirement for States

However, this list is not intended to be comprehensive and FTA may determine that other provisions are not applicable depending upon the Underlying Agreement for the Tribal Transit or a Tribe having entered into a compact and funding agreement with the U.S. Department of Transportation pursuant to the Tribal Transportation Self-Governance Program (23 U.S.C. 207; 49 CFR Part 29).

Minute Action

AGENDA ITEM: 8

Date: May 15, 2025

Subject:

Zero Emission Multiple Unit Project Delivery Update

Recommendation:

Receive and file an update on the Zero Emission Multiple Unit vehicle and infrastructure work.

Background:

Beginning in December 2022, the Zero Emission Multiple Unit (ZEMU) train went through extensive testing in Switzerland. In August 2023, the ZEMU arrived at the Transportation Technology Center (TTC) in Pueblo, Colorado to begin testing in the United States. In October 2023, the ZEMU was showcased at the American Public Transportation Association (APTA) Expo and attendees were invited to ride the hydrogen-powered train for demonstration.

Testing at TTC concluded in May 2024 and the ZEMU made its way to San Bernardino, arriving in June 2024. Later that summer, a press event was held to celebrate the ZEMU's arrival in San Bernardino. ZEMU testing on the Arrow corridor commenced in October 2024 and continued through January 2025. While overall test results were favorable, initial test results showed that the industry wide positive train control (PTC) software, which also accounted for Multiple Units and is the current version installed on the ZEMU train, may require further updates to account for the ZEMU vehicle operating characteristics before the ZEMU can be used for revenue service. Metrolink is developing an update to the PTC software and completed the second engineering software test on April 23, 2025. The next test, which is the production software test, is scheduled to be conducted in late May 2025. Revenue service is now scheduled for mid-June 2025 but is contingent on completing the PTC software update and all required testing, as well as receiving the final approval to use the ZEMU for revenue service from the Federal Railroad Administration.

In September 2023, while the ZEMU was undergoing testing at TTC, the accompanying infrastructure work began. The Arrow Maintenance Facility (AMF) Retrofit project that will safely allow the maintenance of the ZEMU, is well underway and is anticipated to achieve substantial completion in July 2025. The retrofit work includes posted rail pit reinforcement to accommodate the heavier ZEMU, a dedicated heating, ventilation, and air conditioning system, and a hydrogen detection and fire suppression system designed to quickly extract hydrogen out of the building in case of a hydrogen leak and fire. Additionally, a portable liquid hydrogen fueler will be developed to support the ZEMU in revenue operations. In the meantime, the temporary hydrogen fueler used during testing at TTC and along the Arrow line will be used until the portable liquid hydrogen fueler is operational, which is currently scheduled for the summer of 2026.

As the ZEMU project concludes, staff continue to share the lessons learned and provide insights to other agencies that plan to implement hydrogen technology as part of its transportation system. On March 6, 2025, staff hosted a tour for the North County Transit District, which currently operates the Sprinter service using Diesel Multiple Unit (DMU) trains and is starting the process to evaluate options for replacing the DMUs. On May 22, 2025, SBCTA will also host

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item May 15, 2025 Page 2

California State Transportation Agency and Japan Ministry of Land, Infrastructure, Transport, and Tourism Rail Decarbonization forum attendees for a demonstration ride on the ZEMU and a tour of the AMF and the hydrogen fueler.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025 or the proposed Budget for Fiscal Year 2025/2026. The Project is funded with TIRCP, HIPP, and LTF funds in Program 30, Transit.

Reviewed By:

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

Responsible Staff:

Joy Buenaflor, Deputy Director of Transit & Rail Programs

Approved Transit Committee Date: May 15, 2025 Witnessed By: **Additional Information**

TRANSIT COMMITTEE ATTENDANCE RECORD - 2025

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Art Bishop Town of Apple Valley		X	X	X								
Eunice Ulloa City of Chino				X								
Ray Marquez City of Chino Hills		X	X	X								
Frank Navarro City of Colton		X		X								
Aquanetta Warren City of Fontana		X		X								
Bill Hussey City of Grand Terrace		X		X								
Larry McCallon City of Highland		X	X	X								
John Dutrey City of Montclair		X	X	X								
Alan Wapner City of Ontario			X									
L. Dennis Michael City of Rancho Cucamonga		X		X								
Rick Denison Town of Yucca Valley		X	X	X								
Joe Baca, Jr. Board of Supervisors		X	X	X								

 3/16/17 **Acronym List** 1 of 2

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

AB Assembly Bill

ACE Alameda Corridor East

ACT Association for Commuter Transportation

ADA Americans with Disabilities Act

ADT Average Daily Traffic

APTA American Public Transportation Association

AQMP Air Quality Management Plan

ARRA American Recovery and Reinvestment Act

ATMIS Advanced Transportation Management Information Systems

BAT Barstow Area Transit

CALACT California Association for Coordination Transportation CALCOG California Association of Councils of Governments

CALSAFE California Committee for Service Authorities for Freeway Emergencies

CARB California Air Resources Board
CEQA California Environmental Quality Act
CMAQ Congestion Mitigation and Air Quality
CMIA Corridor Mobility Improvement Account
CMP Congestion Management Program

CNG Compressed Natural Gas COG Council of Governments

CPUC California Public Utilities Commission
CSAC California State Association of Counties

CTA California Transit Association

CTC California Transportation Commission CTC County Transportation Commission CTP Comprehensive Transportation Plan Disadvantaged Business Enterprise DBE Federal Demonstration Funds DEMO DOT Department of Transportation EΑ **Environmental Assessment** Elderly and Disabled E&D E&H Elderly and Handicapped

EIR Environmental Impact Report (California)
EIS Environmental Impact Statement (Federal)

EPA Environmental Protection Agency FHWA Federal Highway Administration

FSP Freeway Service Patrol

FRA Federal Railroad Administration FTA Federal Transit Administration

FTIP Federal Transportation Improvement Program
GFOA Government Finance Officers Association

GIS Geographic Information Systems

HOV High-Occupancy Vehicle

ICTC Interstate Clean Transportation Corridor IEEP Inland Empire Economic Partnership

ISTEA Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP Interregional Transportation Improvement Program

ITS Intelligent Transportation Systems
IVDA Inland Valley Development Agency
JARC Job Access Reverse Commute

LACMTA Los Angeles County Metropolitan Transportation Authority

LNG Liquefied Natural Gas
LTF Local Transportation Funds

3/16/17 **Acronym List** 2 of 2

MAGLEV Magnetic Levitation

MARTA Mountain Area Regional Transportation Authority

MBTA Morongo Basin Transit Authority

MDAB Mojave Desert Air Basin

MDAQMD Mojave Desert Air Quality Management District

MOU Memorandum of Understanding MPO Metropolitan Planning Organization

MSRC Mobile Source Air Pollution Reduction Review Committee

NAT Needles Area Transit

NEPA National Environmental Policy Act

OA Obligation Authority

OCTA Orange County Transportation Authority
PA&ED Project Approval and Environmental Document

PASTACC Public and Specialized Transportation Advisory and Coordinating Council

PDT Project Development Team

PNRS Projects of National and Regional Significance PPM Planning, Programming and Monitoring Funds

PSE Plans. Specifications and Estimates

PSR Project Study Report

PTA Public Transportation Account

PTC Positive Train Control

PTMISEA Public Transportation Modernization, Improvement and Service Enhancement Account

RCTC Riverside County Transportation Commission

RDA Redevelopment Agency RFP Request for Proposal

RIP Regional Improvement Program

RSTIS Regionally Significant Transportation Investment Study

RTIP Regional Transportation Improvement Program

RTP Regional Transportation Plan

RTPA Regional Transportation Planning Agencies

SB Senate Bill

SAFE Service Authority for Freeway Emergencies

SAFETEA-LU Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users

SCAB South Coast Air Basin

SCAG Southern California Association of Governments
SCAQMD South Coast Air Quality Management District
SCRRA Southern California Regional Rail Authority

SHA State Highway Account

SHOPP State Highway Operations and Protection Program

SOV Single-Occupant Vehicle
SRTP Short Range Transit Plan
STAF State Transit Assistance Funds

STIP State Transportation Improvement Program

Surface Transportation Program **STP Technical Advisory Committee** TAC Trade Corridor Improvement Fund **TCIF** TCM **Transportation Control Measure** Traffic Congestion Relief Program **TCRP** TDA Transportation Development Act TEA **Transportation Enhancement Activities** TEA-21 Transportation Equity Act for the 21st Century

TMC Transportation Management Center

TMEE Traffic Management and Environmental Enhancement

TSM Transportation Systems Management

TSSDRA Transit System Safety, Security and Disaster Response Account

USFWS United States Fish and Wildlife Service VCTC Ventura County Transportation Commission

VVTA Victor Valley Transit Authority

WRCOG Western Riverside Council of Governments



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